

Adnyamathanha Body Corporate Indigenous Land Use Agreement

The Honourable John Rau Attorney-General

and

**The Honourable Tom Koutsantonis, Minister for
Mineral Resources and Energy**

and

**Adnyamathanha Traditional Lands Association
(Aboriginal Corporation) RNTBC
and**

**South Australian Native Title Services Limited
and**

South Australian Chamber of Mines and Energy Inc



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Schedule 1 –Native Title and Notice Details

Schedule 2 - Exploration Contract Conditions

- Annexure A to Schedule 2 – Notice Details
- Annexure B to Schedule 2 – Acceptance Document
- Annexure C to Schedule 2 – Exploration Contract Return
- Annexure D to Schedule 2 - Clearance Budget

Adnyamathanha Body Corporate Indigenous Land Use Agreement

Date	13th February 2012
Parties	
1.	The Honourable John Rau, 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 SA 5000 (State)
2.	Minister for Mineral Resources and Energy a corporation sole constituted by Section 11 of the Mining Act No. 109 of 1971 and whose office is situated at 8 th Floor, Terrace Towers, 178 North Terrace, Adelaide SA 5000 (Minister)
3.	Adnyamathanha Traditional Lands Association (Aboriginal Corporation) RNTBC ICN 3743 , an Aboriginal and Torres Strait Islander corporation incorporated under the Corporations (Aboriginal and Torres Strait Islander) Act, 2006 (Cth), in relation to the claim area, in its own capacity and, in relation to the ILUA area, in its capacity as registered native title body corporate in the Adnyamathanha Consent Determination referred to in the Federal Court as Adnyamathanha People No. 1 (Stage 1) and Adnyamathanha People No. 1 (Angepena Pastoral Lease) SAD6001/98, of c/- Johnston Withers, 170 South Terrace, Adelaide, South Australia 5000 (ATLA)
4.	South Australian Native Title Services Limited ABN 66 131 591 841, a public company limited by guarantee under the Corporations Act No. 50 of 2001 (Cth), of Level 4, 345 King William Street, Adelaide SA 5000 (SANTS)
5.	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 290 Glen Osmond Road, Fullarton SA 5063 (SACOME)
Recitals	
A	The common law holders are (as at the date of execution of this framework ILUA by all of the parties) the native title holders in relation to the land and waters in the ILUA area pursuant to the native title determination.
B	ATLA has been determined to be the agent prescribed body corporate pursuant to the native title determination in relation to the land and waters in the ILUA area.
C	ATLA has consulted with the common law holders and the common law holders have consented to and authorised ATLA to enter into this framework ILUA for and on behalf of the common

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- law holders.
- D In relation to the determination area ATLA:
- (a) enters into this framework ILUA as the agent prescribed body corporate on behalf of the common law holders; and
 - (b) by signing this framework ILUA confirms that it has been authorised by the common law holders to enter into this framework ILUA on behalf of the common law holders.
- E ATLA was established by the native title claim group which has authorised ATLA to manage the native title claim and all matters relating to the native title claim on behalf of the native title claim group.
- F SANTS is funded pursuant to section 203EF of the Native Title Act to perform all of the functions of a representative Aboriginal/Torres Strait Islander body for South Australia.
- G The State:
- (a) is the Crown in right of the State 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;
 - (b) ATLA is the agent prescribed body corporate on behalf of the common law holders of the land and waters in the determination area comprising the ILUA area.
- K The parties also recognise, in relation to the State, that the State

	asserts its ownership of minerals in the ILUA area and elsewhere in South Australia.
L	<p>ATLA (for and on behalf of the common law holders) and SANTS 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:</p> <p>(a) consent to the grant of the authorised exploration tenements;</p> <p>(b) consent to the carrying out of authorised exploration activities under the authorised exploration tenements; and</p> <p>(c) procedures protecting the rights and interests of the common law holders in the ILUA area in relation to the grant of the authorised exploration tenements and the carrying out of authorised exploration activities under them.</p>
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 a body corporate agreement pursuant to sections 24BA to 24BI of the Native Title Act and regulation 6 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:

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- (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 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(e) during which an explorer is entitled to enter into an accepted exploration contract in accordance with the provisions of clause 5.1 of the exploration contract conditions;

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, ATLA (for and on behalf of the common law holders) and an explorer upon that explorer complying with the provisions of clause 5.1 of the exploration contract conditions;

ATLA means the party referred to in item 3 under the heading "Parties":

- (a) in its personal capacity, in respect of the claim area; and (b) in its capacity as registered native title body corporate (as defined in the Native Title Act), in respect of the determination area;

authorised exploration activities means exploration activities under an authorised exploration tenement;

authorised exploration tenement means, to the extent that the land and/or waters the subject of the exploration tenement are within the ILUA area:

- (a) any exploration tenement granted to or held by 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, and in relation to which the provisions of clause 5.1 of the exploration contract conditions have been complied with; and
 - (ii) details of which are specified in a notice given by that explorer pursuant to clause 14.1 of that accepted exploration contract;
- (b) any renewal, regrant, remaking or extension of the term of any exploration tenement referred to in paragraph (a);
- (c) any exploration tenement of a different type to that referred to in paragraphs (a) and (b) to be granted to or held by that

explorer within the land and/or waters the subject of any exploration tenement referred to in paragraph (a) or (b); and

- (d) any renewal, regrant, remaking or extension of the term of any exploration tenement referred to in paragraph (c),

but excludes any exploration tenement in respect of which (and to the extent that) an accepted exploration contract is terminated in accordance with clause 2.3(a) of that accepted exploration contract;

authority means any statutory, public, governmental, semi-governmental, or municipal authority, body or department;

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

claim area means the area of the land and/or waters in respect of which the native title claim has been made, but excludes the determination area;

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 ;

common law holders means the native title holders in respect of the ILUA area pursuant to the native title determination;

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;

determination area means the area of the land and/or waters comprising the ILUA area in respect of which the native title determination has been made;

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;

encumber means to grant or create or permit or suffer the grant or creation of any interest or power:

- (a) reserved in, or over any interest in, any asset including any retention of title; or
- (b) granted, created 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;

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essential term means the terms of each of clauses 6.1, 6.2, 8.1, 8.2, 8.3, 8.4(a)(ii), 9.1, 9.4, 10.3(c) and 10.3(d) of each 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;

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 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 is the holder of an exploration tenement which, upon compliance with clause 5.1 of the exploration contract conditions, 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) and the acceptance document 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) any registration of a mineral claim;

hold in relation to an exploration tenement, includes having any legal, beneficial or contractual interest in or in relation to an exploration tenement;

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

law means any Act of Parliament (whether State or federal) and all regulations, by-laws, statutory instruments and orders made

thereunder and any lawful requirement of any authority and includes the conditions of any authorised exploration tenement;

Mining Act means the Mining Act No. 109 of 1971 (SA);

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 claim group, 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 and includes the registered native title claimants, being the persons referred to in item 3 of schedule 1;

native title determination means the approved determination of native title, details of which are set out in item 4 of schedule 1;

parties means the parties to this framework ILUA;

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;

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; and

other terms 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.

1.5 Date of Agreement

Any reference in this framework ILUA to the date of execution of this framework ILUA by all of the parties is a reference to the date inserted under the heading "Date" on page 1 of this framework ILUA.

2. Term

2.1 Term

- (a) This framework ILUA, other than clauses 1, 2.1(b), 6.1, 6.2, 11, 12, 13 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,, 11, 12, 13 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 of execution of this framework ILUA by all of the parties, 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 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 to amend this framework ILUA or that no amendments are required to the framework ILUA.
- (d) Any amendments agreed to by the parties must be set out in writing in a written document signed by all of the parties.
- (e) 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) after the relevant date no accepted exploration contract may be entered into pursuant to clause 5.1 of the exploration contract conditions; and
 - (ii) the acceptance term ends on the relevant date.
- (f) The provisions of clause 2.2(e) do not in any way affect:
 - (i) the continued application of this framework ILUA after the relevant date 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 of the exploration contract conditions; and
 - (ii) any accepted exploration contracts entered into prior to the relevant date.

2.3 No Termination

Subject to clauses 2.2 and 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

- (a) The parties consent to:
 - (i) the grant of each authorised exploration tenement; and
 - (ii) the carrying out of authorised exploration activities under each authorised exploration tenement.
- (b) The consent of the parties is subject to the conditions set out in clause 3.1 of the exploration contract conditions.

3.2 Right to Negotiate & Non-extinguishment

The parties agree that:

- (a) the right to negotiate procedure does not apply; and

- (b) the non-extinguishment principle, as defined in section 238 of the Native Title Act, applies,
- to the future acts referred to in clause 3.1.

3.3 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 parties to this framework ILUA:

- (a) are bound by this framework ILUA; and
- (b) by reason of being bound by this framework ILUA are also bound by any 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 ATLA.

4. Other statements

4.1 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 a body corporate agreement under sections 24BA to 24BI of the Native Title Act and regulation 6 of the Native Title (Indigenous Land Use Agreements) Regulations 1999 (Cth).

4.2 Exploration only

The parties acknowledge and agree that:

- (a) 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.

4.3 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).

4.4 Employment and Training

- (a) The parties acknowledge that:
 - (i) there are limited opportunities for an explorer and its contractors to employ anyone, including any of the common law holders, during the carrying out of authorised exploration activities; 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 4.5(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 4.5(b).

5. Exploration Contract Conditions

The parties agree that a person may enter into an accepted exploration contract by complying with the requirements of clause 5.1 of the exploration contract conditions.

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 a body corporate agreement pursuant to sections 24BA to 24BI of the Native Title Act and regulation 6 of the Native Title Indigenous Land Use Agreements Regulations 1999 (Cth).

- (b) The State agrees to comply with the authorisation and direction in clause 6.1(a).

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 section 199C(1)(a), (c)(i), (c)(ii) 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 clause 3.1 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 Minister must notify ATLA 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 and that exploration tenement is an authorised exploration tenement which relates to land and/or waters wholly within the acceptance area (as defined in that accepted exploration contract).

8. Consideration

8.1 State Contribution

- (a) In consideration of ATLA (for and on behalf of the common law holders) entering into this framework ILUA, the State must pay the amount of \$55,000 to ATLA within 40 business days of the registering and entering of this framework ILUA on the register as referred to in clause 6.1(a).
- (b) Subject to clause 8.1(c), the amount provided by the State pursuant to clause 8.1(a) must be used by ATLA to fund the costs of administration of this framework ILUA and accepted exploration contracts and other associated support facilities.
- (c) An amount of up to \$5,000 may be used by ATLA towards the reimbursement of any negotiation costs incurred by ATLA and the common law holders in the negotiation of this framework ILUA.

8.2 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.

8.3 Acknowledgment

ATLA (for and on behalf of the common law holders) acknowledges and agrees that, subject to clause 8.4:

- (a) any amounts payable and any benefits provided under this framework ILUA and any accepted exploration contract to the common law holders or to ATLA or any other agent on their behalf:
 - (i) are in full and final satisfaction of any compensation entitlement of the common law holders in relation to the grant of the authorised exploration tenements and the carrying out of authorised exploration activities under them; and
 - (ii) for the purposes of section 24EB of the Native Title Act, are compensation provided for by this framework ILUA; and
- (b) the common law holders do not have any compensation entitlement in relation to the grant of the authorised exploration tenements and the carrying out of authorised exploration activities under them other than for the amounts

payable and benefits provided under this framework ILUA and any accepted exploration contract.

8.4 Exception

The provisions of clause 8.3 do not apply to any compensation entitlement of the common law holders 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.

8.5 Sharing

ATLA (for and on behalf of the common law holders) agrees that the amounts payable and the benefits provided under this framework ILUA and the relevant accepted exploration contract to the common law holders or any agent (including ATLA) on their behalf are held on behalf of the common law holders and all other 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.

8.6 Application Survival

The provisions of clauses 8.3, 8.4 and 8.5 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.

9. Warranties and Authority

9.1 Preliminary

ATLA (for and on behalf of the common law holders) records that:

- (a) the registered native title claimants are (as at the date of execution of this framework ILUA by all of the parties) the registered native title claimants (as defined in the Native Title Act) in relation to the claim area and made the native title claim on behalf of the native title claim group;
- (b) the native title claim group has established ATLA and has authorised ATLA to manage the native title claim and all matters relating to the native title claim on behalf of the native title claim group;
- (c) the common law holders are (as at the date of execution of this framework ILUA by all of the parties) the native title holders in relation to the determination area pursuant to the native title determination;

- (d) ATLA is (as at the date of the execution of this framework ILUA by all of the parties) the registered native title body corporate (as defined in the Native Title Act) which, pursuant to the native title determination, is the agent prescribed body corporate on behalf of the common law holders in relation to the determination area;
- (e) ATLA has consulted with the common law holders and the common law holders have consented to ATLA entering into this framework ILUA for and on behalf of the common law holders; and
- (f) In relation to the determination area ATLA:
 - (i) enters into this framework ILUA as agent prescribed body corporate on behalf of the common law holders; and
 - (ii) has been authorised by the common law holders to enter this framework ILUA for and on their behalf.

9.2 Warranties

Regard being had to the provisions of clause 9.1, ATLA represents and warrants to the other parties to this framework ILUA that the matters set out in clauses 9.1(a) to 9.1(f) are true and correct.

10. Area Agreement

10.1 Intention

The parties, in entering this framework ILUA, agree their intention, in relation to the claim area, to enter into either:

- (a) 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), in relation to the claim area; or
- (b) to the extent that an approved determination of native title has previously been made in relation to the whole or any part of the claim area, a body corporate agreement pursuant to sections 24BA to 24BI of the Native Title Act and regulation 6 of the Native Title (Indigenous Land Use Agreements) Regulations 1999 (Cth), in relation to the claim area or the relevant part of the claim area (as the case may be),

on substantially the same terms as this ILUA, to the extent that this becomes practicable in the future.

10.2 Warranty

ATLA has consulted with the registered native title claimants and the native title claim group, and the native title claim group has authorised ATLA to enter into this agreement in relation to clause 10.1.

10.3 Registered native title body corporate

- (a) If an approved determination of native title is made in respect of the whole or any part of the claim area before the provisions of clause 10.1 have been complied with in respect of the claim area or the relevant part of the claim area and a registered native title body corporate other than ATLA is determined to hold the rights and interests from time to time comprising the native title in trust for, or to be the agent prescribed body corporate on behalf of, the holders of native title ATLA and the common law holders must use their best endeavours to ensure that the registered native title body corporate complies with the provisions of clause 10.1 in relation to the whole or relevant part of the claim area..

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 10 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 10 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 10 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 4 of schedule 1 and be addressed for the attention of the representative(s) of the recipient party or parties as set out in item 1 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 4 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

13.1 GST-exclusive consideration

Any amount payable by any party (**Recipient**) to the other (**Supplier**) for, or in connection with, any taxable supply under this Framework ILUA (**GST-exclusive consideration**) does not include any GST.

13.2 GST Payable

The Recipient must pay the Supplier an additional amount on account of GST equal to the GST-exclusive Consideration multiplied by the prevailing GST rate.

13.3 When GST Payable

The amount is payable at the same time as the GST-exclusive Consideration is payable by the Recipient to the Supplier.

13.4 Tax Invoice Required

Notwithstanding clause 13.3, the additional amount is not payable unless the Supplier provides the Recipient with a tax invoice which is in an approved form for GST purposes.

13.5 Adjustment of GST

To the extent the amounts for the taxable supply consist of the reimbursement of costs and expenses incurred by the Supplier from third parties, those costs and expenses must be:

- (a) reduced by the amount of any input tax credit available to the Supplier; and
- (b) grossed up for GST under this clause.

13.6 Interpretation

Terms used in this clause have the meanings given to them in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

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 terms 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.

14.12 Relationship

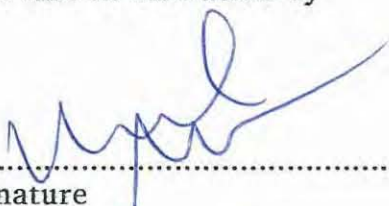
- (a) The relationship between the parties is that of independent contractors.
- (b) The parties are not partners, joint venturers or, subject to clause 14.12(c), principal and agent.
- (c) ATLA:
 - (i) is the agent of the common law holders pursuant to the native title determination in relation to the land and waters in the ILUA area; and
 - (ii) has been authorised by the native title claim group to manage the native title claim and all matters relating to the native title claim on behalf of the native title claim group and to enter into this agreement in relation to clause 10.1.

Adnyamathanha Body Corporate Indigenous Land
Use Agreement

CERTIFICATE

For the purposes of Regulation 9 (2) of the Native Title (Prescribed Bodies Corporate) Regulations, **CERTIFIED** that the common law holders have been consulted about, and have consented to, the proposed native title decision (ie this Adnyamathanha Body Corporate Indigenous Land use Agreement and its execution by ATLA as the PBC):

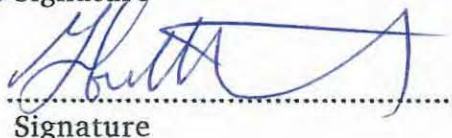
Michael Anderson
Name


Signature

Janet Coulthard
Name


Signature

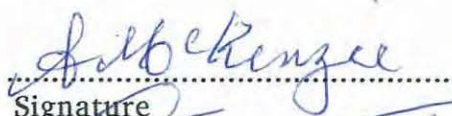
TERENCE COULTHARD
Name


Signature

BEVERLEY PATTERSON
Name


Signature

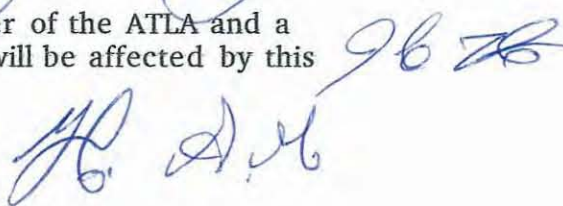
Angelina McKenzie
Name


Signature

VINCE COULTHARD



Each of the above signatories being a member of the ATLA and a common law holder whose native title rights will be affected by this ILUA.


96 76
H. A. H.

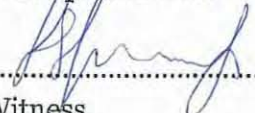
Adnyamathanha Body Corporate Indigenous Land Use Agreement

Executed as a deed

SIGNED by
HONOURABLE JOHN RAU,
Attorney-General, for and on behalf of the
Crown in right of the State of South Australia,
in the presence of:


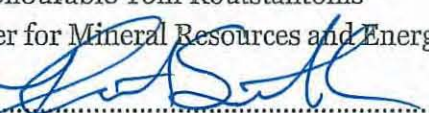
)
)
)
)
)




.....
Witness

Lucy Travers
.....
Name of Witness

THE COMMON SEAL of the)
MINISTER FOR MINERAL RESOURCES)
AND ENERGY was hereunto fixed in the)
presence of:)


.....
The Honourable Tom Koutstantonis
Minister for Mineral Resources and Energy

.....
Witness

Tom Carrick-Smith
.....
Name of Witness



Adnyamathanha Body Corporate Indigenous Land
Use Agreement

~~Executed~~ as a deed

~~SIGNED by)
HONOURABLE MICHAEL ATKINSON,).....~~

~~Attorney-General, for and on behalf of the)
Crown in right of the State of South Australia,)
in the presence of:)~~

~~.....
Witness~~

~~.....
Name of Witness~~

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

~~.....
The Honourable [insert name]
Minister for Mineral Resources Development~~

~~.....
Witness~~

~~.....
Name of Witness~~

~~THE COMMON SEAL of the)
ADNYAMATHANHA TRADITIONAL)
LANDS ASSOCIATION)
(ABORIGINAL CORPORATION) RNTBC)
was hereunto affixed in accordance with:)
its constitution in the presence of:)~~



~~.....
Name~~
Michael Anderson
Terence Coe

~~.....
Name~~
Angelina McKenzie
Angelina STUART
Sarah Gault
Blaith
Beverley Patterson

Adnyamathanha Body Corporate Indigenous Land Use Agreement

THE COMMON SEAL of the)
SOUTH AUSTRALIAN NATIVE TITLE)
SERVICES LIMITED)
was hereunto affixed in the presence of:)

John Sansbury
Chairperson

Alan Roy Hunter
Executive Member

Tau To Sansbury
Name

ALLAN ROY HUNTER
Name

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

J. B. Roberts
President

JOHN. BARRY. ROBERTS
Name

John Gregory Kuchel
Chief Executive
Name



SCHEDULE 1

Item 1 – ILUA Area

That geographical area of land and waters which is comprised in, and the subject of, the Adnyamathanha Consent Determination referred to in the Federal Court as Adnyamathanha People No. 1 (Stage 1) and Adnyamathanha People No. 1 (Angepena Pastoral Lease) SAD6001/98, but excluding:

- (i) Vulkathunha Gammon Ranges National Park;
- (iii) Flinders Ranges National Park;
- (iv) Hundred of Parachilna Section 85 (Vukatu);
- (v) Out of Hundreds (Copley) Sections 439 and 488 (Nepabunna);
- (vi) Out of Hundreds (Copley) Block 1219 (Nantawarrina).

Item 2 – Native Title Claim

Native title determination application known as the Adnyamathanha Native Title Claim being Claim No. SC99/1 recorded in the Federal Court as Amended Application No. 1 SAD6001/98.

Item 3 – Native Title Claim Group

Gordon Coulthard, Angelina Stuart, Geraldine (Thathy) Anderson, Vincent Coulthard, Stewart Patterson, Beverley Patterson and Mark McKenzie as registered native title claimants for and on behalf of the Adnyamathanha People native title claim group in native title determination application No. SC99/1 recorded as Amended Application No. 1 SAD6001/98 in the Federal Court of Australia, of c/- Johnston Withers, 170 South Terrace, Adelaide, South Australia 5000

Item 4 – Native Title Determination

The Adnyamathanha Consent Determination referred to in the Federal Court as Adnyamathanha People No. 1 (Stage 1) and Adnyamathanha People No. 1 (Angepena Pastoral Lease) SAD6001/98.

Item 5 – Notice Details **State**

Address: Attorney-General's Department
Level 3, 45 Pirie Street
Adelaide SA 5000

Attention: Principal Negotiator, ILUA

Facsimile No: (08) 8207 2235

Adnyamathanha Native Title and Notice Details
Schedule 1 to Framework ILUA

Minister

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

Attention: Mining Registrar

Facsimile No: (08) 8463 3101

ATLA

Address: Johnston Withers
Barristers & Solicitors
17 Sturt Street
ADELAIDE SA 5000
Tel: (08) 8231 1110

Attention: Mr R Bradshaw/Mr G Harbord

Facsimile No: (08) 8231 1230

SANTS

Address: South Australian Native Title Services Ltd
4th Floor, 345 King William Street
Adelaide SA 5000

Attention: Executive Officer, Native Title Unit

Facsimile No: (08) 8211 2811

SACOME

Address: South Australian Chamber of Mines and Energy
290 Glen Osmond Road
Fullarton SA 5063

Attention: Chief Executive

Facsimile No: (08) 8202 9900

SCHEDULE 2
Exploration Contract Conditions

Exploration Contract Conditions

The Honourable John Rau, Attorney-General

and

Minister for Mineral Resources and Development

and

**Adnyamathanha Traditional Lands Association
(Aboriginal Corporation) RNTBC**

and

**The party specified in the acceptance document,
executed by that party in relation to the authorised
exploration tenements**

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Adnyamathanha Exploration Contract Conditions
Schedule 2 to Framework ILUA

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Adnyamathanha Exploration Contract Conditions
Schedule 2 to Framework ILUA

	<p>This document sets out the exploration contract conditions which, upon the explorer complying with the provisions of clause 5.1 of the framework ILUA in relation to the authorised exploration tenements, apply pursuant to the accepted exploration contract then formed between the following parties:</p>
Parties	
1.	The Honourable John Rau, 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 SA 5000 (State).
2.	Minister for Mineral Resources and Development a corporation sole constituted by Section 11 of the Mining Act, 1971 and whose office is situated at 17 th Floor, 25 Grenfell Street, Adelaide SA 5000 (Minister).
3.	Adnyamathanha Traditional Lands Association (Aboriginal Corporation) RNTBC ICN 3743 an Aboriginal and Torres Strait Islander corporation incorporated under the Corporations (Aboriginal and Torres Strait Islander) Act, 2006 (Cth), of c/- Johnston Withers, 17 Sturt Street,, Adelaide, South Australia 5000, in its capacity as registered native title body corporate in the Adnyamathanha Consent Determination referred to in the Federal Court as Adnyamathanha People No 1 (Stage 1) SAD6001/98, of c/- Johnston Withers, 17 Sturt Street, Adelaide, South Australia 5000 (ATLA).
4.	The party specified in the acceptance document executed by that party in relation to the authorised exploration tenements (explorer).
Recitals	
A	The common law holders are (as at the date of execution of the framework ILUA by all of the framework parties) the native title holders in relation to the land and waters in the ILUA area pursuant to the native title determination.
B	Prior to the signing of the framework ILUA ATLA was determined to be the agent prescribed body corporate pursuant to the native title determination in relation to the land and waters in the ILUA area.
C	Prior to the signing of the framework ILUA ATLA consulted with the common law holders and the common law holders consented to and authorised ATLA to enter into the accepted exploration contract on behalf of the common law holders.
D	In relation to the determination area ATLA:

Adnyamathanha Exploration Contract Conditions
Schedule 2 to Framework ILUA

	<ul style="list-style-type: none">(a) entered into the framework ILUA as agent prescribed body corporate on behalf of the common law holders; and(b) by signing the framework ILUA confirmed that it had been authorised by the common law holders to enter into the accepted exploration contract for and on behalf of the common law holders.
E	<p>The State:</p> <ul style="list-style-type: none">(a) is the Crown in right of the State of South Australia;(b) through the Minister, its departments and agencies administers the Mining Act including:<ul style="list-style-type: none">(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.
F	<p>Pursuant to the framework ILUA the framework parties:</p> <ul style="list-style-type: none">(a) consented to the grant of the authorised exploration tenements;(b) consented to the carrying out of authorised exploration activities under the authorised exploration tenements; and(c) agreed that the right to negotiate procedure does not apply to the grant of the authorised exploration tenements or the carrying out of authorised exploration activities under them.
G	<p>The parties wish to set out in the accepted exploration contract the provisions that apply to the grant of the authorised exploration tenements and the carrying out of authorised exploration activities under them.</p>

1. Preliminary

1.1 Definitions

In this document (including the annexures and appendices to it), unless the context otherwise requires:

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

Aboriginal record has the meaning given in the Aboriginal Heritage Act;

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

Adnyamathanha Exploration Contract Conditions
Schedule 2 to Framework ILUA

- (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);

Aboriginal tradition has the meaning given in the Aboriginal Heritage Act;

acceptance area means the geographical area (within the ILUA area) in relation to which the accepted exploration contract applies, being the area of land and/or waters the subject of those authorised exploration tenements details of which are specified in the acceptance document and in any notice given pursuant to clause 14.1;

acceptance document means the deed annexed to this document as Annexure B or such other form of deed as may be agreed from time to time between the parties, by which the explorer agrees to enter into the accepted exploration contract;

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

acceptance fee means the fee payable by the explorer in consideration of the matters referred to in clause 8.1, determined in accordance with clause 8.2;

accepted exploration contract means the contract:

- (a) on the terms of this document and the acceptance document signed by the explorer in relation to the authorised exploration tenements referred to in paragraph (a)(i) of the definition of that term; and
- (b) formed between the parties upon the 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) costeaning 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;

ATLA means the party referred to in item 3 under the heading "Parties" in its capacity as registered native title body corporate (as defined in the Native Title Act), in respect of the determination area;

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authorised exploration activities means exploration activities under an authorised exploration tenement;

authorised exploration tenement means, to the extent that the land and/or waters the subject of the exploration tenement are within the ILUA area:

- (a) any exploration tenement granted to or held by the explorer:
 - (i) details of which are specified in the acceptance document executed by the explorer in order to enter into the accepted exploration contract and in relation to which the provisions of clause 5.1 have been complied with; and
 - (ii) details of which are specified in a notice given by that explorer pursuant to clause 14.1;
- (b) any renewal, regrant, remaking or extension of the term of any exploration tenement referred to in paragraph (a);
- (c) any exploration tenement of a different type to that referred to in paragraphs (a) and (b) to be granted to or held by the explorer within the land and/or waters the subject of any exploration tenement referred to in paragraph (a) or (b); and
- (d) any renewal, regrant, remaking or extension of the term of any exploration tenement referred to in paragraph (c),

but excludes any exploration tenement in respect of which (and to the extent that) the accepted exploration contract is terminated in accordance with clause 2.3(a) of the accepted exploration contract;

authority means any statutory, public, governmental, semi-governmental, or municipal authority, body or department;

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

clearance approval means either:

- (a) approval by inspectors pursuant to an inspection under clause 7.4 and a record under clause 7.5(a);
- (b) approval by a clearance team pursuant to a heritage clearance survey under clause 7.4 and a report under clause 7.5(b);
- (c) approval pursuant to a report under clause 7.6(a); or
- (d) deemed approval pursuant to clause 7.8(c);

clearance budget means each budget for undertaking either an inspection or a heritage clearance survey, established pursuant to clause 7.7;

clearance survey area means an area or areas (within the exploration land) within which the explorer proposes to carry out authorised exploration activities either:

- (a) as identified on the maps and by the particulars provided by the explorer in accordance with clause 7.3(a); or
- (b) as agreed pursuant to clause 7.4(e).

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clearance team means the persons referred to in clause 7.3(d)(i) organised from time to time for the purposes of carrying out any heritage clearance survey in accordance with clause 7.4;

cleared land means the whole or relevant portion(s) of any inspection area or clearance survey area to which the explorer is entitled to have access for the purposes of carrying out early exploration activities or authorised exploration activities, respectively, with or without conditions, by reason of the relevant clearance approval;

commencement date means the date upon which the explorer has complied with the provisions of clause 5.1;

common law holders means the native title holders in respect of the ILUA area pursuant to the native title determination;

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;

consumer price index means the consumer price index (Adelaide, All Groups) as published by the Australian Bureau of Statistics or its successors (or any index so published in substitution for that index);

CPI increase means the figure arrived at in accordance with the following formula:

$$\text{CPI increase} = \frac{\text{CPI current}}{\text{CPI base}}$$

where:

CPI current means the consumer price index published for the quarter immediately preceding any time at which the consumer price index is required to be calculated pursuant to the accepted exploration contract; and

CPI base means the consumer price index published for the quarter immediately preceding the date on which details of the framework ILUA are entered on the Register of Indigenous Land Use Agreements pursuant to section 199B of the Native Title Act;

cultural confidence means any cultural information, including information held in an Aboriginal record, disclosure of which is by Aboriginal tradition restricted or forbidden;

custodian in relation to an Aboriginal site, object or remains means an Aboriginal person who, in accordance with Aboriginal tradition, has social, economic or spiritual affiliations with, and responsibilities for, that Aboriginal site, object or remains;

determination area means the area of the land and/or waters comprising the ILUA area in respect of which the native title determination has been made;

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

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part) whether by sale, lease, declaration or creation of a trust or otherwise;

early drilling exploration activity means the early exploration activity referred to in paragraph (e) of the definition of that term;

early exploration activity means the following authorised exploration activities:

- (a) aerial surveys;
- (b) geological and surveying field work that does not involve land clearing, sampling or drilling;
- (c) sampling by hand methods using hand tools only, where:
 - (i) in relation to soil samples:
 - (A) holes dug from which to extract those samples do not exceed 0.5 cubic metres;
 - (B) holes dug are spaced no less than 50 metres apart except, where comparative analysis of samples is required, in which case another hole may be dug not more than one metre distance from the hole from which the original sample, the subject of the comparison, was extracted;
 - (C) closer spacing of holes dug is required by the explorer (other than for comparative analysis of samples) and ATLA has approved (or is deemed to have approved) such closer spacing pursuant to clause 7.2(b); and
 - (D) samples removed from any single site do not exceed 0.125 cubic metres; and
 - (ii) in relation to rock samples, the mass of rock removed from any single site does not exceed 5 kilograms;
- (d) ground based geophysical surveys that do not involve land clearing, sampling or drilling;
- (e) drilling (and associated activities with such drilling) that:
 - (i) do not involve land clearing or site excavation;
 - (ii) use a rig mounted on a vehicle (other than a tractor) with a gross vehicle mass not exceeding 6 tonnes;
 - (iii) use a drill bit not exceeding 5 centimetres in diameter or a mechanical auger not exceeding 10 centimetres in diameter;
 - (iv) do not involve drill holes which exceed 100 metres in depth; and
 - (v) are carried out on, or within 50 metres of the edge of, any surveyed or pastoral road;
- (f) using existing and / or making new tracks not using declared equipment, any tractor or any other vehicle with a gross vehicle mass exceeding 6 tonnes and not involving land clearing or site excavation;

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- (g) rehabilitation (not involving land clearing or site excavation) consequent upon undertaking any of the activities referred to in paragraphs (a) to (f); and
- (h) anything (not involving land clearing or site excavation) necessary or incidental to any of the activities referred to in paragraphs (a) to (g), including any early exploration facilities;

but excludes all exploration activities which are either authorised exploration activities not specified in paragraphs (a) to (h) of this definition or advanced exploration activities;

early exploration facilities means the following facilities for purposes of the carrying out of early exploration activities:

- (a) site camps;
- (b) associated portable toilet facilities;
- (c) equipment storage areas; and
- (d) sample depots;

encumber means to grant or create or permit or suffer the grant or creation of any interest or power:

- (a) reserved in, or over any interest in, any asset including any retention of title; or
- (b) granted, 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 6.1, 6.2, 8.1, 8.2 8.3, 8.4(a)(ii), 9.1, 9.4, 10.3(c) and 10.3(d) of the 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 18.6; 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;

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 return means the form of return annexed to this document as annexure C or such other form of return as may be agreed from time to time between the explorer and ATLA;

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exploration land means, at any time, land which is both the subject of any authorised exploration tenement granted at that time and within the acceptance area;

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 the party specified as the explorer in the acceptance document executed by that party in relation to the exploration tenements specified in that acceptance document;

explorer's representative means a person or persons appointed by the explorer from time to time pursuant to clause 7.4(d)(i);

force majeure means any act, event or cause, which is beyond the reasonable control of a party, including such an event being:

- (a) an Act of God, war, sabotage, riot, civil commotion, national emergency (whether in fact or law), fire, lightning, flood, earthquake, landslide, drought, storm or other adverse weather conditions, explosion, power shortage, strike or other labour difficulty (whether or not involving employees of that party), epidemic, disease, pestilence, quarantine or radioactive contamination;
- (b) action or inaction of any competent authority (including any court of competent jurisdiction), including expropriation, restraint, prohibition, intervention, requisition, requirement, direction or embargo by legislation, regulation, decree or other legally enforceable order or decision;
- (c) religious or other ceremonial activities (carried out pursuant to obligations under Aboriginal tradition) of the common law holders; or
- (d) breakdown of plant, machinery or equipment (including ships, trains, trucks or vehicles) or shortage of labour, transportation, fuel, power, plant, machinery, equipment or material;

framework ILUA means the deed (including the schedules, annexures and appendices to it) between the framework parties which provides, amongst other things, that the framework parties:

- (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) state that the right to negotiate procedure does not apply to the grant of the authorised exploration tenements or the carrying out of authorised exploration activities under them;

framework parties means the State, the Minister, ATLA (for and on behalf of the common law holders), South Australian Native Title Services Limited and South Australian Chamber of Mines and Energy Inc, being the parties to the framework ILUA;

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grant, in relation to an exploration tenement, includes:

- (a) any renewal, regrant, remaking or extension of the term of an exploration tenement; and
- (b) any registration of a mineral claim;

heritage clearance survey means a survey carried out pursuant to clause 7 by a clearance team in relation to a clearance survey area for the purposes of:

- (a) protecting any Aboriginal site, object or remains within the clearance survey area from being damaged, disturbed or interfered with; and
- (b) enabling access by the explorer to cleared land to carry out authorised exploration activities on that land;

hold, in relation to an exploration tenement, includes having any legal, beneficial or contractual interest in or in relation to an exploration tenement;

ILUA area means the geographical area in relation to which the framework ILUA applies;

inspection means an inspection carried out pursuant to clause 7 by inspectors in relation to an inspection area for the purposes of:

- (a) protecting any Aboriginal site, object or remains within the inspection area from being damaged, disturbed or interfered with; and
- (b) enabling access by the explorer to cleared land to carry out early exploration activities on that land;

inspector means any representative of the common law holders nominated pursuant to clause 7.2(b)(i)(C) or 7.2(c)(i)(B) from time to time for the purposes of carrying out any inspection in accordance with clause 7.4;

inspection area means any area or areas (within the exploration land) within which:

- (a) ATLA requires in accordance with clause 7.2(b)(i)(C); or
- (b) the explorer requests in accordance with clause 7.2(c)(i)(B),

an inspection to be carried out by a representative or two representatives of the common law holders;

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

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

law means any Act of Parliament (whether State or federal) and all regulations, by-laws, statutory instruments and orders made thereunder and any lawful requirement of any authority and includes the conditions of any authorised exploration tenement;

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

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 claim group, details of which are set out in item 2 of schedule 1 of the framework ILUA;

native title claim group means the native title claim group (as defined in the Native Title Act) in respect of the native title claim and includes the registered native title claimants, being the persons referred to in item 3 of schedule 1 of the framework ILUA;

native title determination means the approved determination of native title referred to in item 3 under the heading "Parties";

parties means the parties to the accepted exploration contract;

PIRSA means Primary Industries and Resources South Australia, Minerals, Petroleum and Energy Division, or its successor;

PIRSA report means a report prepared pursuant to clause 18.5(b);

register means the Register of Indigenous Land Use Agreements established and maintained under Part 8A of the Native Title Act;

report means each written report which is prepared and, if applicable, signed pursuant to clause 7.5 or 7.6;

representatives means the representative(s) of ATLA and the explorer, from time to time appointed pursuant to clause 17.1;

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;

specialist means an anthropologist or archaeologist or both, as appropriate:

- (a) appointed pursuant to clause 7.3(d)(i)(A) for purposes of carrying out any heritage clearance survey; or
- (b) consulted pursuant to clause 7.6 for the purposes of that clause;

term, in relation to the accepted exploration contract, means the period referred to in clause 2.1;

WPI base means the WPI index prevailing at 30 June 2008;

WPI current means the WPI index prevailing at the relevant second anniversary of 30 June 2008 immediately preceding the relevant time when any daily rates are required to be calculated under clause 7.7(c)(ii);

WPI index means the WPI index (ordinary time hourly rates of pay - excluding bonuses for the private sector for South Australia) published

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by the Australian Bureau of Statistics or its successors (or any index so published in substitution for that index); and

other terms which are defined or used in the Aboriginal Heritage Act, the Native Title Act or the Mining Act bear their defined meanings when used in this document.

1.2 Interpretation

In this document (including the annexures and appendices to it), 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 document;
- (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 document and the accepted exploration contract) is a reference to the agreement, deed or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by this document, the accepted exploration contract 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 the accepted exploration contract 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;

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- (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 document is to be interpreted against a party solely on the ground that the party put forward this document or any part of it.

1.3 Headings

Headings do not affect the interpretation of this document.

1.4 Schedules and annexures

Schedules, annexures and appendices form part of this document.

2. Term and Termination

2.1 Term

- (a) The accepted exploration contract:
 - (i) commences on the commencement date; and
 - (ii) continues until the date upon which all of the authorised exploration tenements have terminated or expired or been surrendered or cancelled for whatever reason.
- (b) The explorer must notify the other parties of the end of the term promptly after it occurs.
- (c) The provisions of clause 2.1(b) survive the expiry or earlier termination for whatever reason of the accepted exploration contract.

2.2 Termination

- (a) Subject to clauses 2.3, no party is entitled to terminate the accepted exploration contract for any reason including by reason of any breach or repudiation of the accepted exploration contract by any other party.
- (b) Except as set out in clause 2.2(a), the rights and remedies of any party, whether under common law, equity, statute or otherwise, by reason of any breach of the accepted exploration contract by any other party are not excluded in any way.
- (c) Subject to clause 2.2 of the framework ILUA, the parties (other than the explorer) must not (as framework parties) agree to terminate the framework ILUA for any reason.

2.3 Termination by Explorer

- (a) If:
 - (i) the registrar:
 - (A) removes, or is obliged under the Native Title Act to remove, the entry on the National Native Title Register that relates to the native title determination; or
 - (B) amends, or is obliged under the Native Title Act to amend, the entry on the National Native Title Register that relates to the native title determination; and
 - (ii) that amendment extends to the exclusion of any land or waters from the determination area,then the explorer may terminate the accepted exploration contract to the extent only that it applies in relation to the excluded land and/or waters.
- (b) No party has any claim of whatever nature and however arising against any other party arising from or out of the termination of the accepted exploration contract pursuant to clause 2.3(a).
- (c) Any termination of the accepted exploration contract pursuant to clause 2.3(a) is without prejudice to the accrued rights and remedies of the parties.

3. Consent Limitations

The consent of the framework parties in clause 3.1 of the framework ILUA does not apply:

- (a) where the accepted exploration contract is amended in a manner inconsistent in any way with the framework ILUA (excluding, for this purpose, all schedules, annexures and appendices to it);
- (b) with effect from the removal of the framework ILUA from the register, but this does not affect any consent in relation to:
 - (i) any authorised exploration tenement granted before such removal; or
 - (ii) any authorised exploration activities carried out or to be carried out under any such authorised exploration tenement; and
- (c) where an explorer elects, pursuant to clause 9.4(e), to abandon its right to have the mineral claim authorised by the accepted exploration contract.

4. Other Statements

4.1 Application

The parties state that the accepted exploration contract applies to the acceptance area.

4.2 Exploration only

The parties acknowledge and agree that the accepted exploration contract only applies to exploratory operations under the authorised exploration tenements.

4.3 Mining Act Provisions

- (a) The parties acknowledge and agree that the accepted exploration contract constitutes an agreement between ATLA (as agent for and on behalf of the common law holders) and the explorer for the purposes of section 58 of the Mining Act.
- (b) The parties agree that the explorer may use declared equipment in carrying out authorised exploration activities in the ILUA area to the extent that:
 - (i) the relevant authorised exploration activities are early exploration activities and such use is:
 - (A) notified to ATLA in accordance with the process set out in clause 7.2; and
 - (B) where an inspection is undertaken in respect of those activities, within an area given clearance approval as cleared land; or
 - (ii) such use is within an area given clearance approval as cleared land.
- (c) The parties acknowledge and agree that upon compliance with clause 4.3(b) an agreement for the purposes of section 59 of the Mining Act comes into existence.

4.4 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 parties to the framework ILUA:

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

in the same way as ATLA.

5. Binding Explorer

5.1 Entry into accepted exploration contract

- (a) Subject to clauses 5.1(b),(c),(d),(e) and (f), the parties agree that a person may enter into an accepted exploration contract in relation to any exploration tenement and the carrying out of any exploration activities under it by doing the following at any time during the acceptance term:
 - (i) duly completing and signing an acceptance document, and where applicable, obtaining the consent of ATLA in accordance with clause 5.1(d);
 - (ii) complying with any requirements of the Mining Act;
 - (iii) notifying ATLA and the State of the explorer's due completion and signature of the acceptance document by providing ATLA with an original or duplicate original of the acceptance document and the Minister with a copy of it; and
 - (iv) if the explorer is not a or the registered holder, but the mining operator, of that exploration tenement, providing ATLA and the Minister with evidence of that fact.
- (b) A person may only enter into an accepted exploration contract in relation to an exploration tenement which has not been granted at the time clause 5.1(a) is complied with, if prior to that time:
 - (i) that person has applied for the grant of that exploration tenement; or
 - (ii) another person has applied for the grant to it of that exploration tenement and has appointed the person who proposes to enter into that accepted exploration contract as mining operator in respect 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 the person has entered into an agreement pursuant to the right to negotiate procedure in relation to that exploration tenement with the common law holders.
- (d) A person may not enter into an accepted exploration contract in relation to an exploration tenement if that person has previously carried out any exploration activities under that exploration tenement more than 12 months after the commencement date of the framework ILUA, unless ATLA consents to that person entering into that accepted exploration contract in relation to that exploration tenement by endorsing that consent on the acceptance document.
- (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 if:
 - (i) that person or a related body corporate (within the meaning of the Corporations Act) of that person has

- entered into another accepted exploration contract with ATLA (for and on behalf of the common law holders) in relation to another exploration tenement; and
- (ii) ATLA (for and on behalf of the common law holders) has made an objection pursuant to clause 12.4(a) or 12.4(b) of that other accepted exploration contract which has:
 - (A) resulted in the Minister refusing to grant a tenement to that person or related body corporate; or
 - (B) not yet been considered by the Minister.
 - (f) For the purposes of clause 5.1(d) the legal representative of, or any other person authorised in writing by, ATLA may provide consent on behalf of ATLA.
 - (g) Where the explorer is the mining operator, but not a, or the registered holder, in respect of any exploration tenement the explorer enters into that exploration tenement as authorised agent for the registered holder of that exploration tenement.

5.2 Effect

- (a) 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 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 Minister;
 - (iii) ATLA (for and on behalf of the common law holders); and
 - (iv) the explorer.

6. Aboriginal Heritage

6.1 Requirement

The explorer may only carry out authorised exploration activities under an authorised exploration tenement:

- (a) if the explorer obtains authorisation pursuant to legislation amending, or in substitution for, the Aboriginal Heritage Act to carry out those authorised exploration activities:
 - (i) following compliance with heritage clearance procedures substantially similar to those set out in clause 7 (including,

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where relevant in the case of early exploration activities, those set out in clause 7.2), which procedures have been undertaken in respect of those authorised exploration activities of the explorer;

- (ii) in circumstances substantially similar to those contemplated in clause 7.3(b)(i), in respect of exploration activities (of any other person) which were substantially similar to those authorised exploration activities of the explorer; or
 - (iii) following compliance with such other procedures as may be agreed to by ATLA; or
- (b) if:
- (i) clause 6.1(a) does not apply;
 - (ii) the authorised exploration activities proposed to be carried out by the explorer are early exploration activities;
 - (iii) the explorer complies with the provisions of clause 7 required to be complied with before carrying out of those authorised exploration activities; and
 - (iv) where an inspection is required to be carried out in respect of those early exploration activities, a clearance approval is given to the explorer pursuant to clause 7 (subject to the conditions, if any, of the clearance approval) in respect of the relevant early exploration activities to be carried out on that part of the exploration land; or
- (c) if:
- (i) clause 6.1(a) does not apply;
 - (ii) the authorised exploration activities proposed to be carried out by the explorer are not early exploration activities;
 - (iii) the explorer complies with clause 7 in relation to the relevant authorised exploration activities; and
 - (iv) a clearance approval is given or is deemed to have been given to the explorer pursuant to clause 7 (subject to the conditions, if any, of the clearance approval) in respect of the relevant authorised exploration activities to be carried out on that part of the exploration land,

and, in carrying out the relevant authorised exploration activities, the explorer must:

- (d) where clause 6.1(a) applies, comply with the conditions, if any, applicable pursuant to the relevant authorisation;
- (e) where clause 6.1(b) applies, comply with the relevant provisions of clause 7 and, if applicable, the conditions, if any, of the relevant clearance approval; or
- (f) where clause 6.1(c) applies, comply with the conditions, if any, of relevant clearance approval,

and instruct its contractors, employees, agents and visitors accordingly in relation to its obligations under clauses 6.1(d), (e) and (f).

6.2 Discoveries during Operations

If at any time during the carrying out of authorised exploration activities the explorer identifies any site, object or remains which the explorer suspects may be an Aboriginal site, object or remains, the explorer must, in addition to any other obligations under the Aboriginal Heritage Act:

- (a) promptly report the location of that site, object or those remains to ATLA;
- (b) not carry on any authorised exploration activities on the relevant site or the location of the relevant object or remains; and
- (c) leave where discovered, and not damage, disturb or interfere with, the relevant object or remains,

unless and until:

- (d) the relevant site, object or remains is determined not to be an Aboriginal site, object or remains; or
- (e) if the relevant site, object or remains is determined to be an Aboriginal site, object or remains, the explorer is authorised under the Aboriginal Heritage Act to do otherwise.

6.3 Instruction in Aboriginal Culture

- (a) The explorer must use reasonable endeavours to ensure that the explorer's employees, contractors and subcontractors who may be involved in the carrying out of authorised exploration activities are aware, and have an understanding, of:
 - (i) the significance of land and waters to Adnyamathanha people;
 - (ii) their customary and traditional activities;
 - (iii) native title; and
 - (iv) the obligations of the explorer, its employees, contractors and subcontractors under the Aboriginal Heritage Act, the Aboriginal and Torres Strait Islander Heritage Protection Act, 1984 (Cth), the Native Title Act and the accepted exploration contract in relation to avoiding disturbance, damage and interference to any Aboriginal site, object or remains.
- (b) The explorer must ensure, in consultation with ATLA, that all such employees, contractors and subcontractors receive such training in the traditions, history and culture of the Adnyamathanha people and such basic archaeological training as the explorer reasonably considers will facilitate such awareness and understanding and also the identification of any Aboriginal site, object or remains for the purposes of clause 6.2.
- (c) The provisions of clause 6.3(b) do not apply to early exploration activities.

6.4 Aboriginal Heritage

Nothing in the accepted exploration contract detracts from the explorer's obligations to comply with the Aboriginal Heritage Act.

7. Heritage Clearance Procedures

7.1 Purpose and Application

(a) Requirements

This clause 7 sets out the procedures which are required to be followed by the explorer in relation to the preservation and protection of any Aboriginal site, object or remains in respect of carrying out by the explorer of authorised exploration activities on exploration land.

(b) Surveys

Clause 7.3 and clauses 7.4 to 7.12 (as they relate to heritage clearance surveys) do not apply to early exploration activities undertaken by the explorer.

(c) Early Exploration

(i) Clause 7.2 only applies where:

(A) Clause 6.1(a) does not apply; and

(B) the exploration activities proposed to be carried out by the explorer are early exploration activities.

(ii) Clause 7.2 is intended to enable the explorer to carry out early exploration activities without the need to undertake a heritage clearance survey, but with the requirement to undertake an inspection, if applicable.

7.2 Early Exploration

(a) Notice

If the explorer wishes to carry out early exploration activities in reliance on the provisions of this clause 7.2 the explorer must give not less than 30 business days notice to ATLA of its intention to carry out those early exploration activities and simultaneously provide ATLA with:

(i) two copies of:

(A) a 1:50,000 scale map; or

(B) another appropriate generally available map;

(C) detailing on the map:

(1) each area within the exploration land upon which those early exploration activities are to be carried out, including where such area is located on pastoral land, the name of the pastoral station; and

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- (2) the proposed access routes for personnel and equipment to and from such area;
 - (ii) details of those early exploration activities , including:
 - (A) the location of any proposed early exploration facilities;
 - (B) the reasons for any holes being dug for purposes of extracting soil samples, which are to be spaced less than 50 metres apart (other than for holes to be dug for comparative analysis not more than one metre distance from the hole from which the original sample, the subject of the comparison, was extracted); and
 - (C) details of any proposed deviation from existing tracks in carrying out those early exploration activities;
 - (iii) details of the equipment (including any declared equipment) and vehicles anticipated to be used in carrying out those early exploration activities;
 - (iv) the estimated period during which those early exploration activities are to be carried out; and
 - (v) the number of personnel (and their roles) estimated to be involved in carrying out those early exploration activities.
- (b) Response to Notice
 - (i) Within 25 business days of receipt of the explorer's notice given under clause 7.2(a), ATLA may give the explorer notice :
 - (A) of any matter relating to the protection and preservation of:
 - (1) any Aboriginal site, object or remains; and/
or
 - (2) any native title rights and interests of the common law holders; and / or,
 - (B) of any matter relating to compliance by the explorer with its obligations under the Aboriginal Heritage Act,

including by reference to the landscape features listed in Annexure E where such Aboriginal sites, objects or remains may be located, which ATLA wishes to bring to the attention of the explorer in relation to the carrying out of the relevant exploration activities; and/or
 - (C) that ATLA requires that a representative or two representatives of the common law holders nominated by it in that notice, attend prior to the undertaking of early drilling exploration activity, notified by the explorer to ATLA in the explorer's notice given under clause 7.2(a), for the purposes

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of inspecting the areas where the explorer proposes to carry out that early drilling exploration activity.

- (ii) Within 25 business days of receipt of the explorer's notice given under clause 7.2(a), ATLA must give the explorer notice whether it approves of the explorer digging any hole for purposes of extracting soil samples which is to be spaced less than 50 metres apart as notified by the explorer pursuant to clause 7.2(a)(ii)(B), such approval not to be unreasonably withheld.
 - (iii) If ATLA fails to give the explorer notice pursuant to clause 7.2(b)(ii), it is deemed to have given its approval to digging any hole for purposes of extracting soil samples which are to be spaced less than 50 metres apart, as notified by the explorer pursuant to clauses 7.2(a)(ii)(B).
- (c) Request for Meeting or Attendees
- (i) After receipt of ATLA's notice given pursuant to clause 7.2(b)(i) the explorer may give ATLA a notice (with a view to dealing with any matter notified by ATLA in its notice) requesting:
 - (A) a meeting with representatives of the common law holders; and/or
 - (B) that a representative or two representatives of the common law holders (to be nominated by ATLA within 5 business days of the explorer's notice) attend prior to or during the undertaking of all or some of the notified early exploration activities (other than early drilling exploration activities), by inspecting the areas where the explorer proposes to carry out those notified early exploration activities.
 - (ii) The explorer and the relevant representatives of the common law holders, must use their best endeavours to meet within 10 business days of the explorer giving notice pursuant to clause 7.2(c)(i)(A).
 - (iii) The provisions of clauses 7.7(a) and (b), clauses 7.7(c)(iv),(v) and/or (vi), as applicable and clauses 7.7(d) to (h) apply to any meeting with representatives of the common law holders and the explorer pursuant to clause 7.2(c)(i)(A) as if:
 - (A) clause 7.7(a)(i) provided that the explorer and ATLA must use their respective best endeavours to agree upon a budget for that meeting within 5 business days of the explorer giving notice pursuant to clause 7.2(c)(i)(A);
 - (B) all references in those clauses to inspections or heritage clearance surveys were references to the relevant meeting; and
 - (C) all references in those clauses to inspectors or clearance team members (other than any specialist) were references to the representatives of

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the common law holders attending the relevant meeting.

- (iv) Subject to ATLA providing the explorer with a tax invoice (which is in an approved form for GST purposes) for each payment payable by the explorer pursuant to clause 7.7(c)(iii), the explorer must pay ATLA (or, as directed by it, to a bank account(s) in Australia) the costs and expenses of the representatives of the common law holders attending any relevant meeting (up to a maximum of the amount stated in the relevant budget) as follows:
 - (A) \$100 in respect of each such representative, not less than 2 business days prior to the relevant meeting; and
 - (B) the balance, within 2 business days of the completion of that meeting.
- (d) Attendance at inspections
 - (i) The explorer must give ATLA not less than 10 business days notice of the date(s) upon which any inspection is to be undertaken promptly after:
 - (A) receipt of ATLA's notice pursuant to clause 7.2(b)(i)(C); or
 - (B) giving ATLA notice pursuant to clause 7.2(c)(i) or, if that notice requests a meeting with representatives of the common law holders, the holding of that meeting.
 - (ii) ATLA must ensure that each inspector attends any inspection required to be attended by that inspector on the date(s) notified by the explorer pursuant to clause 7.2(d)(i) or such other date(s) as may be agreed.
 - (iii) ATLA must ensure that each inspector:
 - (A) has knowledge of the relevant land and/or waters on which the early exploration activities are to be carried out; and
 - (B) has the traditional knowledge and authority to determine whether there is any Aboriginal site, object or remains within that land and/or waters.
- (e) Compliance with Aboriginal Heritage Act
 - (i) The explorer must take account of any matter brought to its attention:
 - (A) by ATLA by notice given pursuant to clause 7.2(b)(i); and / or
 - (B) by the representatives of the common law holders pursuant to clause 7(2)(c)(i)(A).
 - (ii) The explorer must comply with its obligations under the Aboriginal Heritage Act in carrying out the relevant early exploration activities.

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- (f) Making Tracks
 - (i) In carrying out any early exploration activities the explorer must not make tracks on any clay pan, lake or swamp or over the top of any sand hill other than by driving a vehicle over any of those areas and must use its best endeavours, as far as practicable:
 - (ii) to avoid driving a vehicle over any of those areas; and
 - (iii) if driving over a vehicle over any of those areas, not to cause any damage to them by doing so.
- (g) No acknowledgements
 - (i) The explorer does not acknowledge that any or all early exploration activities carried out by it on the whole or any part of the exploration land pursuant to this clause 7.2 affect any native title in relation to the land and/or waters within the exploration land or the relevant part of it.
 - (ii) The common law holders do not acknowledge that any early exploration activities carried out by the explorer on the whole or any part of the exploration land pursuant to this clause 7.2 do not affect any native title in relation to the land and/or waters within the exploration land or the relevant part of it.

7.3 Heritage Clearance Surveys

- (a) Notification

If the explorer wishes a heritage clearance survey to be carried out in relation to authorised exploration activities proposed by it, the explorer must notify ATLA not less than 30 business days before the explorer proposes to commence to carry out the relevant authorised exploration activities and simultaneously provide them with the following.

 - (i) the date by which the explorer wishes the heritage clearance survey to be commenced, being not less than 20 business days from the date of the notice;
 - (ii) 2 copies of:
 - (A) a 1:50,000 scale map; and
 - (B) a 1:10,000 scale map, if necessary for clearly indicating for the purposes of clause 7.3(a)(ii)(D)(3) any area within a clearance survey area where any advanced exploration activity is to be carried out; or
 - (C) in either case, another appropriate and generally available map,
 - (D) detailing on the relevant map:
 - (1) each clearance survey area or location in respect of which the heritage clearance survey is to be undertaken including, where

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- the clearance area is located on pastoral land, the name of the pastoral station;
 - (2) the proposed access routes for personnel and equipment to and from each clearance survey area; and
 - (3) if known at the time at which the notice is given, each area or location within a clearance survey area where any advanced exploration activity is to be carried out.
 - (iii) details of the authorised exploration activities proposed to be carried out:
 - (A) in each clearance survey area or location (within a clearance survey area); and
 - (B) if known at the time that the notice is given, in each area or location (within a clearance survey area) where any advance exploration activity is to be carried out;
 - (iv) the estimated period during which the authorised exploration activities are to be carried out in each clearance survey area;
 - (v) the number of personnel (and their roles) estimated to be involved in carrying out the authorised exploration activities in each clearance survey area; and
 - (vi) details of the equipment (including any declared equipment) anticipated to be used in the carrying out of the authorised exploration activities.
- (b) Response
- Within 10 business days of receipt of the explorer's notice that it wishes a heritage clearance survey to be carried out, ATLA must notify the explorer:
- (i) that any clearance survey area is deemed to have been surveyed in relation to the authorised exploration activities without undertaking any further heritage clearance survey, if the explorer's notice relates to a clearance survey area in respect of which clearance approval as cleared land has previously been given:
 - (A) in relation to exploration activities substantially similar to those specified in that notice; and
 - (B) pursuant to this accepted exploration contract or any other accepted exploration contract (as defined in the framework ILUA) or pursuant to any agreement with the common law holders (in that capacity or in their former capacity as the native title claim group in respect of the determination area) entered into pursuant to the right to negotiate procedure; or
 - (ii) that either:

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- (A) any clearance survey area is deemed to have been surveyed in relation to the authorised exploration activities without any further heritage clearance survey; or
- (B) a heritage clearance survey is required to be undertaken in relation to the authorised exploration activities,

if the explorer's notice relates to a clearance survey area in respect of which access has previously been granted for purposes of carrying out exploration activities under any exploration tenement pursuant to a heritage clearance survey undertaken otherwise than under this accepted exploration contract or any other accepted exploration contract (as defined in the framework ILUA) or otherwise than under an agreement with the common law holders (in that capacity or in their former capacity as the native title claim group in respect of the determination area) entered into pursuant to the right to negotiate procedure; or

- (iii) if neither clause 7.3(b)(i) nor 7.3(b)(ii)(A) applies, that a heritage clearance survey is required to be undertaken in relation to the authorised exploration activities; and
- (iv) if clause 7.3(b)(iii) applies, of the following:
 - (A) the date(s) (not later than the date specified in the explorer's notice) on which ATLA proposes that the heritage clearance survey commence;
 - (B) the date(s) upon which ATLA proposes to consult with the custodians of Aboriginal sites, objects or remains in any relevant clearance survey area regarding the explorer's notice, if ATLA considers it necessary that the explorer's representative (or his nominee) attend any such consultations; and
 - (C) any further details reasonably required by ATLA to facilitate informed assessment of the potential impact on any Aboriginal site, object or remains of the authorised exploration activities proposed to be undertaken by the explorer within any clearance survey area.

(c) Disagreement

- (i) If any date(s) proposed by ATLA under clause 7.3(b)(iv) are not acceptable to the explorer on reasonable grounds, ATLA and the explorer will use their best endeavours to agree upon a date or dates acceptable to them both.
- (ii) If ATLA and the explorer are unable to agree pursuant to clause 7.3(c)(i) within 10 business days of endeavouring to do so, the provisions of clauses 18.6 to 18.13 will apply to the resolution of the dispute.

(d) Clearance Team Members

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- (i) Each clearance team must comprise:
 - (A) up to 2 qualified specialists of appropriate qualifications and gender necessary for undertaking the relevant heritage clearance survey, to be engaged by ATLA with the approval of the explorer whose approval must not be unreasonably withheld; and
 - (B) the number of Aboriginal persons required to ensure the integrity of the relevant heritage clearance survey up to a maximum of 6 persons (or 8 in exceptional circumstances), consisting of such numbers of men and women as are considered by ATLA to be appropriate in accordance with Aboriginal tradition.
- (ii) ATLA must ensure that the Aboriginal persons referred to in clause 7.3(d)(i)(B):
 - (A) have knowledge of the relevant clearance survey area; and
 - (B) have the traditional knowledge and authority to determine whether there is any Aboriginal site, object or remains within that clearance survey area.
- (iii) The explorer is only liable for the costs and expenses of the persons comprised in a clearance team as set out in clause 7.7(c) and if at any time more persons than permitted under the clause 7.3(d)(i) are comprised in a clearance team, the explorer is not liable for any costs or expenses of those persons, unless otherwise agreed in writing between the explorer and ATLA.

7.4 Inspection and Survey Processes

(a) Functions

The functions of inspectors and each clearance team are to assess the relevant inspection area or clearance survey area for the purpose of:

- (i) determining whether:
 - (A) the early exploration activities notified pursuant to clause 7.2(a); or
 - (B) the authorised exploration activities notified by the explorer pursuant to clause 7.3(a),respectively, would damage, disturb or interfere with any Aboriginal site, object or remains; and
- (ii) nominating the conditions, if any, which are necessary and which should accordingly apply in order to protect each Aboriginal site, object or remains.

(b) Discharge of functions

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Inspectors and each clearance team will discharge their or its functions by:

- (i) conducting an inspection and assessment of the relevant inspection area or clearance survey area in order to determine whether clearance approval will be given or withheld in relation to it;
- (ii) conducting the inspection or heritage clearance survey on the basis of an 8 hours working day (excluding breaks), but each working day must end not less than one hour before sunset, unless otherwise agreed;
- (iii) having commenced the inspection or heritage clearance survey, undertaking and completing the inspection or heritage clearance survey as expeditiously as possible in all the circumstances;

and, further, in relation to each clearance team:

- (iv) in conjunction with the specialist(s), providing a report detailing which parts of that clearance survey area are given, and which parts are not given, clearance approval;
- (v) in conjunction with the specialist(s), identifying in the report any conditions, necessary in order to preserve and protect any Aboriginal site, object or remains, upon which clearance approval is given; and
- (vi) promptly providing the report to ATLA.

(c) Budget

Each inspection and heritage clearance survey must be undertaken in accordance with the clearance budget for that inspection or survey.

(d) Explorer Representative

- (i) The explorer may by notice to ATLA from time to time appoint, remove and replace a representative or representatives for purposes of any specific inspection or heritage clearance survey or inspections and/or heritage clearance surveys generally.
- (ii) An explorer's representative must be available at each inspection area or clearance survey area for consultation by the inspectors or clearance team at reasonable times during an inspection or a clearance survey in respect of which he or she has been appointed, but may not otherwise be present whilst the inspection or clearance survey is being undertaken, except when requested by the inspectors or clearance team.
- (iii) Each explorer's representative is authorised by the explorer to act on its behalf in all matters relative to any inspection or heritage clearance survey in respect of which that explorer's representative has been appointed.

(e) Alternative Area

- (i) During the undertaking of any inspection or heritage clearance survey the inspectors or clearance team and the explorer's representative may agree upon any alternative area or location within or at which the explorer may carry out early exploration activities or authorised exploration activities, if the inspectors do not or the clearance team does not intend to give clearance approval as cleared land to the whole or a part of an area or location notified under clause 7.2(a)(i) or 7.3(a)(ii), respectively.
 - (ii) An alternative area or location agreed upon pursuant to clause 7.4(e)(i) may be within or outside an area or location notified under clause 7.2(a)(i) or 7.3(a)(ii), as applicable.
- (f) Use of Private Vehicles
If an inspector or a member of any clearance team wishes to use a privately owned vehicle during any inspection or clearance survey, ATLA must provide details of that vehicle to the explorer in its notice given pursuant to clause 7.2(b)(i)(C) (in relation to any inspection) and clause 7.3(b) (in relation to any heritage clearance survey).

7.5 Reports and Clearance

- (a) Inspection Record
Immediately upon the completion of any inspection the explorer's representative and the inspectors must record on 2 copies of the maps referred to in clause 7.2(a)(i) (which must be made available by the explorer's representative) details of:
 - (i) those parts of the relevant inspection area which are:
 - (A) given clearance approval as cleared land; and
 - (B) not given clearance approval; and
 - (ii) any conditions, necessary to preserve and protect any Aboriginal site, object or remains, attaching to the carrying out of the relevant early exploration activities on any cleared land,and the inspectors and the explorer's representative must sign both copies of such map.
- (b) Clearance Team Report
 - (i) Within 10 business days of completion of any heritage clearance survey, ATLA must provide to the explorer a written report in relation to that heritage clearance survey.
 - (ii) The report must:
 - (A) identify those parts of the relevant clearance survey area which are:
 - (1) given clearance approval as cleared land; and
 - (2) not given clearance approval;

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- (B) specify any conditions, necessary to preserve and protect any Aboriginal site, object or remains, attaching to the carrying out of any authorised exploration activities on any cleared land; and
 - (C) be signed by the specialist or both specialists (if any).
 - (iii) The copyright in any report vests in ATLA.
- (c) Non Disclosure
 - (i) Nothing in clause 7 requires ATLA, any common law holder, any inspector or any member of any clearance team to disclose to the explorer, the explorer's representative or the State:
 - (A) the location of any Aboriginal site, object or remains, if they consider that location to be a matter of cultural confidence, but they must disclose sufficient information in accordance with clauses 7.5(a)(i) and (ii), 7.5(b)(ii)(A) and (B) and 7.6(a)(ii)(A) and (B) to enable the explorer, its employees, contractors and subcontractors to carry out early exploration activities or authorised exploration activities, as applicable, within those parts of the relevant inspection area or clearance survey area in respect of which clearance approval is given, without damaging, disturbing or interfering with the relevant Aboriginal site, object or remains; or
 - (B) the significance of, or any cultural confidence regarding, any Aboriginal site, object or remains on, or in the vicinity of, the relevant inspection area or clearance survey area.
 - (ii) ATLA must not (and must ensure that any common law holder, inspector and any member of any clearance team does not) disclose to any person any information provided by the explorer to ATLA, any of the common law holders, any inspector or any member of any clearance team pursuant to this clause 7 which is designated by the explorer as confidential information.

7.6 Deemed Survey

- (a) Report
 - (i) where clause 7.3(b)(i) or 7.3(b)(ii)(A) applies, ATLA must within 20 business days of notifying the explorer pursuant to that clause provide to the explorer a written report in relation to the relevant clearance survey area.
 - (ii) the report must:
 - (A) identify those parts of the relevant clearance survey area which are:

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- (1) given clearance approval as cleared land;
and
 - (2) not given clearance approval;
 - (B) specify any conditions, necessary to preserve and protect any Aboriginal site, object or remains, attaching to the carrying out of any authorised exploration activities on any cleared land; and
 - (C) be signed by the specialist (if any).
- (iii) Copyright in any report vests in the ATLA.
- (b) Consultation with Specialist
 - (i) Subject to clause 7.6(b)(ii), ATLA may consult a specialist for the purposes of:
 - (A) determining whether clause 7.3(b)(i) or 7.3(b)(ii)(A) applies; and/or
 - (B) the preparation of a report pursuant to clause 7.6(a).
 - (ii) Prior to consulting a specialist pursuant to clause 7.6(b)(i) ATLA must:
 - (A) notify the explorer of the specialist's costs; and
 - (B) obtain the explorer's approval to incur such costs.

7.7 Budgets and Payments

- (a) Agreed Budgets
 - (i) ATLA and the explorer must use their respective best endeavours to agree upon a budget for the undertaking of:
 - (A) any inspection within 5 business days of ATLA notifying the explorer pursuant to clause 7.2(b)(i)(C) that it requires an inspection to be undertaken or the explorer notifying ATLA pursuant to clause 7.2(c)(i)(B) that it wishes an inspection to be undertaken; and
 - (B) any heritage clearance survey within 10 business days of the explorer notifying ATLA that it wishes that heritage clearance survey to be undertaken.
 - (ii) A budget must reflect:
 - (A) all costs and expenses of undertaking the relevant inspection or heritage clearance survey for which the explorer is liable;
 - (B) the period within which that inspection or heritage clearance survey will be undertaken and completed; and
 - (C) the place of commencement and conclusion of that inspection or heritage clearance survey.
- (b) Determined budget

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If ATLA and the explorer are unable to agree upon a budget within the period referred to in clause 7.7(a)(i), the provisions of clauses 18.6 to 18.13 will apply to the determination of that budget.

(c) Contents

Any budget agreed or determined pursuant to clauses 7.7(a) or 7.7(b) must:

- (i) be substantially in the form set out in Annexure D;
- (ii) reflect daily rates (which will not be pro-rated for any part day) for the inspectors or the clearance team (other than any specialist):
 - (A) for undertaking the inspection or heritage clearance survey; and
 - (B) during the period of travelling (when in excess of 50 kilometres each way) from their normal places of residence to the place of commencement and conclusion of the inspection or heritage clearance survey and return,

calculated and determined (and adjusted on each second anniversary of 30 June 2008) in accordance with the following formula:

$$A = B \times C \times \frac{D}{E}$$

Where:

- A = the daily rates payable for the inspectors or the clearance team (other than any specialist);
 - B = \$422 per day;
 - C = the number of inspectors or the number of the clearance team members (other than any specialist), subject to the maximum permissible number of inspectors of 2 and of clearance team members (other than any specialist) of 6, or 8 in exceptional circumstances;
 - D = the WPI current prevailing as at the then most recent second anniversary of 30 June 2008; and
 - E = the WPI base, being the WPI at 30 June 2008;
- (iii) reflect rates in relation to any heritage clearance survey for each specialist for:
- (A) undertaking the heritage clearance survey from the place of commencement and conclusion of the heritage clearance survey;
 - (B) for travel from their normal places of residence to the place of commencement and conclusion of the heritage clearance survey and return; and
 - (C) preparation of the report and associated research,

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The explorer is not responsible for any costs or expenses of carrying out any inspection or heritage clearance survey to the extent that they exceed, or are not provided for, in the clearance budget for that inspection or heritage clearance survey, if applicable, as amended pursuant to clause 7.7(f).

(h) Payment

Subject to ATLA providing the explorer with a tax invoice (which is in an approved form for GST purposes) for each payment payable by the explorer pursuant to this clause 7.7(h), the explorer must pay ATLA (or, as directed by it, to a bank account(s) in Australia) the costs and expenses of carrying out:

(i) any inspection (up to a maximum of the amount stated in the relevant clearance budget) as follows:

(A) the amount equivalent to payment of each inspector for one day at the then current daily rate payable pursuant to clause 7.7(c)(ii), not less than 5 business days prior to the relevant inspection; and

(B) the balance, within 2 business days of completion of that inspection; and

(ii) any heritage clearance survey (up to a maximum of the amount stated in the relevant clearance budget) as follows:

(A) the amount equivalent to payment of each clearance team member (other than any specialist) for one day at the then current daily rate payable pursuant to clause 7.7(c)(ii), not less than 5 business days prior to the mobilisation of the clearance team to undertake that heritage clearance survey; and

(B) the balance, within 2 business days of completion of that heritage clearance survey.

(i) Evidence

Any invoice provided to the explorer pursuant to clause 7.2(c)(iv) or 7.7(h) must be accompanied by evidence, reasonably satisfactory to the explorer, of the incurral of the relevant costs and expenses.

(j) Payments to ATLA

Any payment to ATLA (or to any bank account, as directed by it) pursuant to clause 7.2(c)(iv) or this clause 7.7 is a good and sufficient discharge of that payment as regards each inspector or clearance team member, as applicable.

(k) WPI Index

(i) If the WPI Index ceases to be published or the basis upon which the WPI Index is calculated is changed to such a material extent that it is no longer appropriate to be used, ATLA and the explorer must meet to endeavour to agree

upon another appropriate index or indices with the intention that neither the common law holders nor the explorer will be disadvantaged or benefit by the substitution.

- (ii) If ATLA and the explorer are unable to agree under clause 7.7(k)(i), then either may request the President for the time being of the Institute of Actuaries of Australia or that person's nominee to provide (on the basis that neither the common law holders nor the explorer will be disadvantaged or benefit thereby) alternative figures or indices which will be equivalent to the WPI Index and such figures or indices will then for the purposes of this clause 7 be deemed to be the WPI Index and be binding on the parties.

7.8 Failure to Inspect or Survey

(a) Notice by Explorer

If any of the following events does not occur within 5 business days of the date by which it is required to occur :

- (i) any inspection being commenced;
- (ii) any inspection being completed as reflected in the clearance budget;
- (iii) ATLA notifying the explorer pursuant to clause 7.3(b);
- (iv) any heritage clearance survey being commenced;
- (v) any heritage clearance survey being completed as reflected in the clearance budget; or
- (vi) ATLA providing a report to the explorer pursuant to clause 7.5(b) or 7.6(a),

the explorer may give notice to ATLA:

- (vii) requiring that the relevant event occurs within 10 business days of the explorer giving that notice to ATLA; and
- (viii) stating that, if ATLA does not comply with that notice within that period, the explorer intends to proceed with:
 - (A) the early exploration activities within each inspection area, as specified in that notice; or
 - (B) the authorised exploration activities within each clearance survey area, as specified in that notice,as applicable.

(b) Explorer's Rights

If:

- (i) the explorer has given a notice pursuant to clause 7.8(a); and
- (ii) ATLA fails to comply with that notice within the period of 10 business days specified in that clause,

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the explorer may carry out:

- (iii) the early exploration activities within each inspection area; or
- (iv) the authorised exploration activities within each clearance survey area,

as applicable, as specified in that notice.

(c) Consequences

If clause 7.8(b) applies, the common law holders are deemed to have:

- (i) given clearance approval as cleared land for each inspection area or clearance survey area; and
- (ii) authorised the carrying out by the explorer of early exploration activities or authorised exploration activities,

as applicable, as specified in the explorer's notice pursuant to clause 7.8(a).

7.9 Status

(a) Relationship

Nothing in the exploration contract conditions creates the relationship of:

- (i) employer and employee, partners or joint ventures between ATLA or the common law holders and any inspector, any member of the clearance team or any specialist; or
- (ii) employer and employee, principal and agent, partners or joint ventures between any of those persons and the explorer.

(b) Agent

Each inspector and each member of a clearance team is an agent of the common law holders authorised by them to carry out the relevant functions set out in this clause 7.

7.10 Compliance with Laws

ATLA and the common law holders must ensure that all applicable laws are complied with in relation to:

- (a) the performance by them and by each inspector and member of each clearance team of their obligations under this clause; and
- (b) the employment, retention or engagement of any person for the purposes of performing their obligations under this clause, including under the Workers Rehabilitation & Compensation Act 1986 (SA), the Income Tax Assessment Act 1936 (Cth) and the Income Tax Assessment Act 1997 (Cth).

7.11 Vehicles

(a) Provision

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- (i) Subject to clause 7.11(a)(ii), the explorer must provide sufficient and appropriate all terrain 4 wheel drive vehicles for use by inspectors for purposes of undertaking any inspection and by a clearance team for the purposes of undertaking any heritage clearance survey.
- (ii) If:
 - (A) an inspector or a member of a clearance team owns a suitably equipped all terrain 4 wheel drive vehicle in good and safe working order and condition which is registered and comprehensively insured (including for off-road driving); and
 - (B) that inspector or member and ATLA wish that vehicle to be used for the purposes of undertaking an inspection or a clearance survey, as applicable (in lieu of a vehicle that would otherwise have been required to have been provided by the explorer pursuant to clause 7.11(a)(i)),then:
 - (C) ATLA may notify the explorer as provided for in clause 7.4(f) of that wish; and
 - (D) the explorer may in its sole and absolute discretion, by notice given to ATLA, agree to the use of that vehicle for that purpose.

(b) Insurance and Spare Parts

The explorer must ensure that all vehicles provided pursuant to clause 7.11(a)(i) for purpose of undertaking any inspection or heritage survey are:

- (i) registered and comprehensively insured; and
- (ii) equipped with sufficient spare parts for the duration of the relevant inspection or heritage clearance survey.

7.12 Personal Injury Insurance Scheme

ATLA must:

- (a) take all reasonable steps to ensure that at all times during the term of the framework ILUA each inspector and each member of each survey team is covered under the personal injury insurance scheme effected and maintained by the State of South Australia which provides insurance cover for inspectors and team members of any Aboriginal heritage clearance conducted in South Australia, but any failure by ATLA to obtain such insurance cover does not in any way affect any obligation of the explorer referred to in clause 7.11(b); and
- (b) ensure that each inspector and member of each clearance team is engaged as, and remains at all relevant times, an independent contractor.

8. Consideration

8.1 Acceptance Fee

In consideration of ATLA (for and on behalf of the common law holders) agreeing to enter into the accepted exploration contract the explorer must pay the acceptance fee to ATLA.

8.2 Amount of Acceptance Fee

- (a) The explorer must pay ATLA an acceptance fee of \$9,000.00 (escalated in accordance with clause 8.2(c)) within 10 business days of either of the following events (**heritage events**) first occurring in relation to an authorised exploration tenement:
 - (i) the explorer obtaining authorisation pursuant to any legislation amending, or in substitution for, the Aboriginal Heritage Act in accordance with the provisions of clause 6.1(a), to carry out authorised exploration activities, other than early exploration activities, on the whole or any part of the land and/or waters the subject of that authorised exploration tenement; or
 - (ii) the explorer notifying ATLA under clause 7.3(a) that it wishes a heritage clearance survey to be carried out in relation to the whole or any part of the land and/or waters the subject of that authorised exploration tenement.
- (b) The explorer must also pay ATLA an acceptance fee of \$2,500.00 (escalated in accordance with clause 8.2(c)) within 10 business days of any heritage event first occurring in relation to an authorised exploration tenement where that authorised exploration tenement is the fourth or subsequent authorised exploration tenement in relation to which a heritage event occurs.
- (c) The acceptance fee referred to in each of clauses 8.2(a) and (b) will be increased by the CPI increase annually on each anniversary of the date the framework ILUA is registered and entered on the register as a body corporate agreement pursuant to sections 24BA to 24BI of the Native Title Act and regulation 6 of the Native Title Indigenous Land Use Agreements Regulations 1999 (Cth).
- (d) If the consumer price index ceases to be published or the basis upon which the consumer price index is calculated is changed to such a material extent that it is no longer appropriate to be used, ATLA and the explorer must meet to endeavour to agree upon another appropriate index or indices with the intention that neither the common law holders nor the explorer will be disadvantaged or benefit by the substitution.
- (e) If ATLA and the explorer are unable to agree under clause 8.2(d), then either may request the President for the time being of the Institute of Actuaries of Australia or that person's nominee to provide (on the basis that neither the common law holders nor the explorer will be disadvantaged or benefit thereby) alternative figures or indices which will be equivalent to the consumer price index and such figures or indices will then for the purposes of this

clause 8.2 be deemed to be the consumer price index and be binding on the parties.

8.3 Individual Survey/Inspection Payments

If clause 6.1(b) or (c) applies, then in consideration of:

- (a) the attendance prior to or during the undertaking of all or some of the notified early exploration activities of any inspector in carrying out each inspection; or
- (b) the attendance of clearance team members in carrying out of each heritage clearance survey,

under the relevant clause 7 procedures, the explorer must pay the relevant amounts specified in clause 7 to ATLA as set out in those procedures.

8.4 Manner of Payment

- (a) All amounts payable by the explorer to ATLA pursuant to this clause 8 must be paid:
 - (i) to ATLA at its address for purposes of the accepted exploration contract; and
 - (ii) free of exchange and without any deduction, set off or withholding.
- (b) Any payment to ATLA is a good and sufficient discharge of that payment as regards the common law holders.

8.5 Acknowledgement

ATLA (for and on behalf of the common law holders) acknowledges and agrees that, subject to clause 8.6:

- (a) any amounts payable and any benefits provided under the accepted exploration contract and the framework ILUA to the common law holders or to ATLA or any other agent on their behalf:
 - (i) are in full and final satisfaction of any compensation entitlement of the common law holders in relation to the grant of the authorised exploration tenements and the carrying out of authorised exploration activities under them; and
 - (ii) for the purposes of section 24EB of the Native Title Act, are compensation provided for by the framework ILUA; and
- (b) the common law holders do not have any compensation entitlement in relation to the grant of the authorised exploration tenements and the carrying out of authorised exploration activities under them other than for the amounts payable and benefits provided under the accepted exploration contract and the framework ILUA.

8.6 Exception

The provisions of clause 8.5 do not apply to any compensation entitlement of the common law holders against another party to the accepted exploration contract or any framework party arising by reason of any breach of the accepted exploration contract by that party or the framework ILUA by that framework party, respectively.

8.7 Sharing

ATLA (for and on behalf of the common law holders) agrees that the amounts payable and the benefits provided under the accepted exploration contract to the common law holders or any agent (including ATLA) on their behalf are held on behalf of the common law holders and all other persons (if any) who hold native title in relation to the whole or any portion of the acceptance area.

8.8 Application Survival

The provisions of clauses 8.5, 8.6 and 8.7 survive the removal of the details of the framework ILUA from the register for whatever reason and remain in those circumstances binding on:

- (a) all persons bound by the framework ILUA and the accepted exploration contract; and
- (b) all persons entitled to any of the benefits under the framework ILUA and the accepted exploration contract.

9. Covenants by Explorer

9.1 Compliance with Laws

- (a) The explorer must comply with all applicable laws and good minerals exploration industry practice in:
 - (i) carrying out the authorised exploration activities, including in carrying out any conservation, protection and rehabilitation of the environment; and
 - (ii) performing its obligations under the accepted exploration contract.
- (b) Without limiting the generality of the provisions of clause 9.1(a)(i), the explorer must, during the undertaking of any early exploration activities pursuant to paragraph (c) of the definition of that term, rehabilitate the areas where those early exploration activities are undertaken, in accordance with all applicable laws and good minerals exploration industry practice.

9.2 Rehabilitation

- (a) ATLA may notify the explorer of any proposals which it has in relation to the rehabilitation of land or waters within the exploration land to ensure, as far as is possible, that there will be no significant long term adverse effect, by reason of the carrying out of the authorised exploration activities, on that land and/or those waters, on the ability of the common law holders to pursue

on that land and/or those waters customary and traditional activities notified to the explorer.

- (b) In complying with its obligations under clause 9.1(a)(i) the explorer will give due consideration to any proposals notified to it by ATLA pursuant to clause 9.2(a).

9.3 Exploration Contract Return

- (a) The explorer must furnish a duly completed and signed exploration contract return in respect of each authorised exploration tenement:
 - (i) to the Director of Mines;
 - (ii) in respect of authorised exploration activities carried out during each calendar year falling wholly or partially during the term; and
 - (iii) within 20 business days of each anniversary of the grant, or the expiry, of that authorised exploration tenement.
- (b) The explorer is not obliged to include any confidential information in any exploration contract return.
- (c) The State must ensure that the Director of Mines provides a copy of any exploration contract return to ATLA as soon as practicable after it has been furnished to the Director of Mines.
- (d) The explorer consents to the Director of Mines providing a copy of each exploration contract return to ATLA.
- (e) The State does not warrant the accuracy or completeness of any information contained in any exploration contract return.
- (f) Nothing in this clause 9.3 imposes a legal obligation on the State to do anything to ensure compliance by the explorer with the provisions of clause 9.3(a).

9.4 Limitations on Activities under Mineral Claim

If:

- (a) ATLA has objected pursuant to clause 12.4(a) or 12.4(b) to the grant of any authorised exploration tenement;
- (b) that objection extends to the grant of a mineral claim; and
- (c) that mineral claim is granted to the explorer,

then the explorer must not carry out any authorised exploration activities under that mineral claim unless:

- (d) ATLA is deemed to have withdrawn their objection pursuant to clause 12.6(a);
- (e) the explorer elects to abandon its right to have a mineral claim authorised by the accepted exploration contract by notifying ATLA and the Minister in writing of this election; or
- (f) ATLA and the explorer otherwise agree and notify the Minister in writing.

10. Rights of Explorer

10.1 Basis

ATLA (for and on behalf of the common law holders) acknowledges and agrees that the explorer's right to carry out authorised exploration activities on the exploration land is determined under the Mining Act and by the terms of each authorised exploration tenement under which the authorised exploration activities are carried out.

10.2 Qualification

In the exercise of those rights the explorer must perform its obligations under the accepted exploration contract.

10.3 Emergency

If any emergency situation occurs anywhere on the exploration land:

- (a) the explorer may take such measures as it considers necessary in the circumstances;
- (b) the provisions of clause 6 do not apply to prevent or impair the taking of those measures;
- (c) the explorer must as soon as reasonably practicable notify ATLA of the emergency situation; and
- (d) after the emergency, the explorer and ATLA must consult with each other in relation to any further measures to be taken.

11. Additional Covenants of ATLA

11.1 Non-Interference, Objections and Compliance

ATLA must:

- (a) not (and must ensure the common law holders do not) interfere with:
 - (i) the exercise by the explorer of its rights under the Mining Act or under the terms of any authorised exploration tenement; or
 - (ii) the carrying out of authorised exploration activities under any authorised exploration tenement;
- (b) not (and must ensure the common law holders do not) make any objection to any grant to the explorer of any exploration tenement wholly or partially within the ILUA area to which the accepted exploration contract applies or is capable of applying, except where ATLA is entitled to do so pursuant to clause 12.4;
- (c) not (and must ensure the common law holders do not) make any submission that any authorised exploration tenement be cancelled or suspended;

- (d) use its best endeavours to ensure that neither SANTS nor any member, agent or representative of, or other person associated with SANTS or any common law holder makes:
 - (i) any objection to the grant to the explorer of any exploration tenement wholly or partially within the acceptance area to which the accepted exploration contract applies or is capable of applying except where ATLA is entitled to make an objection or submission pursuant to clause 12.4; or
 - (ii) any submission that any authorised exploration tenement be cancelled or suspended; and
- (e) comply with all applicable laws in performing their obligations under the accepted exploration contract.

11.2 Administration

ATLA is responsible for the administration of the accepted exploration contract on behalf of the common law holders.

12. Rights of ATLA

12.1 Notice

If ATLA (for and on behalf of the common law holders) alleges that the explorer has breached an essential term:

- (a) in clause 8.1, 8.3 or 8.4(a)(ii); or
- (b) in clause 6.1, 6.2, 9.1, 9.4, 10.3(c) or 10.3(d) and that such breach is committed wilfully, recklessly or negligently;
- (c) ATLA may within 20 business days of it or the representatives of the common law holders becoming aware of that alleged breach give notice to the explorer (with a copy to the Minister) setting out details of the alleged breach.

12.2 Explorer's Response

If any notice referred to in clause 12.1 is given to the explorer:

- (a) ATLA and the explorer may agree:
 - (i) that the explorer committed the alleged breach; and/or
 - (ii) in the case of a breach of an essential term in clause 6.1, 6.2, 9.1, 9.4, 10.3(c) or 10.3(d), that such breach was committed wilfully, recklessly or negligently; or
- (b) if the explorer disputes that:
 - (i) it committed the alleged breach; and/or
 - (ii) in the case of a breach of an essential term in clause 6.1, 6.2, 9.1, 9.4, 10.3(c) or 10.3(d), that such breach was committed wilfully, recklessly or negligently,
- (c) the matters referred to in clauses 12.2(b)(i) and/or (b)(ii) (as the case requires) will be finally determined pursuant to clause 18.

12.3 Established Breach

- (a) An **established breach** means a breach of an essential term in respect of which:
- (i) ATLA has given notice pursuant to clause 12.1;
 - (ii) it has been agreed between the ATLA and the explorer or finally determined, that the explorer has committed that breach; and
 - (iii) if that breach is capable of being remedied, the explorer has not remedied it at the relevant time.
- (b) For purposes of clause 12.3(a)(iii) of this definition a breach is deemed to be capable of being remedied by the explorer and the 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 cause or permit to be done, something; and
 - (ii) at the relevant time the explorer has done, or has caused or permitted to be done, that thing,
- but the provisions of this clause 12.3(b) of this definition do not apply to the breach of an essential term in clause 6.1 or 6.2 in relation to any authorised exploration tenement.

12.4 Right to Object to Grants

- (a) ATLA (for and on behalf of the common law holders) may make an objection to the grant to the explorer of any exploration tenement wholly or partially within the ILUA Area to which the accepted exploration contract applies or is capable of applying:
- (i) if at the time of making the relevant objection an established breach of clause 8.1, 8.3, 8.4(a)(ii), 9.1, 9.4, 10.3(c) or 10.3(d) exists; and
 - (ii) ATLA has not previously made an objection in relation to that breach; or
 - (iii) where ATLA has previously made an objection in relation to that breach, that previous objection has not, at the time of making the relevant objection been considered by the Minister, or has resulted in the Minister refusing to grant an exploration tenement to the explorer.
- (b) ATLA (for and on behalf of the common law holders) may also make an objection to the grant to the explorer of any exploration tenement wholly or partially within the ILUA Area to which the accepted exploration contract applies or is capable of applying:
- (i) if at the time of making that objection an established breach of clause 6.1 or 6.2 exists; and
 - (ii) ATLA has not previously made an objection in relation to that breach on the same grounds; or
 - (iii) where ATLA has previously made an objection on the same grounds in relation to that breach, that previous

objection has not, at the time of making the relevant objection, been considered by the Minister, or has resulted in the Minister refusing to grant (by way of renewal, regrant, remaking or extension of the term) an exploration tenement to the explorer.

- (c) ATLA may make an objection pursuant to clause 12.4(a) or (b) whether or not the explorer has applied to the Minister for the grant of the relevant exploration tenement.

12.5 Recipient of Objection

Any objection pursuant to clause 12.4 must be made in writing to the Minister setting out the reasons for that objection together with any supporting information, with a copy of that objection promptly provided to the explorer.

12.6 Withdrawal of Objection or Submission

ATLA is deemed to have withdrawn an objection made in relation to any exploration tenement pursuant to clause 12.4(a) if:

- (a) the breach is capable of being remedied and in fact has been remedied; or
- (b) the Minister has granted that exploration tenement to the explorer, notwithstanding that objection.

12.7 Notice of Withdrawal

Each of ATLA and the explorer must notify the Minister of the deemed withdrawal pursuant to clause 12.6(a) of an objection within 10 business days of that deemed withdrawal.

12.8 Explorer's Acknowledgement

As between the explorer and the common law holders the explorer acknowledges the common law holders have the following rights:

- (a) to pursue customary and traditional activities on the exploration land, including, where applicable, the rights conferred under section 47 of the Pastoral Land Management and Conservation Act 1989 (SA); and
- (b) to have access to the exploration land for the purposes of pursuing the rights referred to in clause 12.8(a).

except where and to the extent that their presence will or is likely to:

- (c) cause danger to health and safety of the explorer or any of its officers, employees, contractors, agents or invitees; or
- (d) interfere with the carrying out of authorised exploration activities.

12.9 Use of Roads

ATLA (for and on behalf of the common law holders) acknowledges and agrees that the use pursuant to clause 12.8 by any common law holder of any roads and tracks constructed for the purposes of carrying out authorised exploration activities is subject to:

- (a) reasonable control by the explorer for the purposes of safety; and
 - (b) priority of use by the explorer for the purpose of carrying out authorised exploration activities,
- without the explorer undertaking any liability for that use.

13. Covenants by State

13.1 Consideration by Minister

- (a) Where ATLA has made an objection pursuant to clause 12.4 to the grant of an exploration tenement not less than 5 business days before the grant of that exploration tenement, the State must ensure that the Minister takes into account:
 - (i) that objection and any supporting information provided pursuant to clause 12.5;
 - (ii) any relevant notice of dispute given pursuant to clause 8.3;
 - (iii) any relevant PIRSA report; and
 - (iv) any relevant notice given pursuant to clause 18.12,in exercising the Minister's discretion as to:
 - (v) whether to grant or refuse to grant the relevant exploration tenement; and
 - (vi) the conditions upon which the relevant exploration tenement is granted, if the Minister decides to grant it.
- (b) The provisions of clause 13.1(a):
 - (i) do not prevent the Minister from taking into account other relevant matters in exercising any discretion of the Minister under the Mining Act; and
 - (ii) do not apply in relation to the grant of a mineral claim.

13.2 Records

For the purposes only of clause 13.1, the State must ensure that records are kept and maintained during the term, and for a period of 6 years after the end of the term, of any objection, notices and PIRSA report referred to in clause 13.1.

13.3 Notification of Grants

The Minister must notify ATLA of the grant of any exploration tenement within the acceptance area to the explorer, within 10 business days of that grant.

13.4 Survival

The provisions of clauses 13.1 and 13.2 survive the expiry or termination for whatever reason of the accepted exploration contract.

14. Additional Tenements

14.1 Notice

Subject to clauses 14.2, 14.3, 14.4, 14.5 and 14.6 the explorer may at any time during the term by notice given to ATLA, with a copy provided to the Minister, specify any exploration tenement granted or to be granted to the explorer (the land and/or waters the subject of which are wholly or partly within the ILUA area) as an authorised exploration tenement.

14.2 Application

The explorer may only give a notice pursuant to clause 14.1 in relation to an exploration tenement which has not been granted to the explorer as at the date of that notice, if prior to that date:

- (a) the explorer has applied for the grant to it of that exploration tenement; or
- (b) another person has applied for the grant to it of that exploration tenement and has appointed the explorer as mining operator in respect of that exploration tenement.

14.3 Limitations on the Giving of Notice

The explorer may not give a notice pursuant to clause 14.1 in relation to an exploration tenement if the explorer has previously carried out any exploration activities under that exploration tenement more than 12 months after the commencement date of the framework ILUA unless ATLA consents to the explorer adding the exploration tenement to the accepted exploration contract by notifying the explorer in writing.

14.4 No Notice When Prior Agreement

The explorer may not give a notice pursuant to clause 14.1 in relation to an exploration tenement if the explorer has entered into an agreement pursuant to the right to negotiate procedure in relation to that exploration tenement with ATLA (for and on behalf of the common law holders).

14.5 No Notice When Prior Breach

- (a) The explorer may not give a notice pursuant to clause 14.1 in relation to an exploration tenement granted or to be granted if, at the time that the explorer proposes to give the notice, ATLA has made an objection pursuant to clause 12.4(a) or 12.4(b) which has:
 - (i) resulted in the Minister refusing to grant a tenement to the explorer; or
 - (ii) not yet been considered by the Minister.
- (b) The explorer may not give a notice pursuant to clause 14.1 in relation to an exploration tenement granted or to be granted if, at the time that the explorer proposes to give the notice:
 - (i) that person or a related body corporate (within the meaning of the Corporations Act) of that person has

- entered into another accepted exploration contract with ATLA (for and on behalf of the common law holders) in relation to another exploration tenement; and
- (ii) ATLA has made an objection pursuant to clause 12.4(a) or 12.4(b) of that other accepted exploration contract which has:
- (A) resulted in the Minister refusing to grant a tenement to that person or related body corporate; or
- (B) not yet been considered by the Minister.

14.6 Effect

- (a) Where the explorer gives any notice pursuant to clause 14.1 in relation to an exploration tenement which has been granted to or is held by the explorer, the accepted exploration contract applies to the relevant exploration tenement as an authorised exploration tenement:
- (i) upon the giving of that notice; and
- (ii) to the extent that the land and/or waters the subject of that exploration tenement are within the ILUA area.
- (b) Where the explorer gives any notice pursuant to clause 14.1 in relation to an exploration tenement to be granted to the explorer, the accepted exploration contract applies to the relevant exploration tenement as an authorised exploration tenement:
- (i) upon the grant of that exploration tenement; and
- (ii) to the extent that the land and/or waters the subject of that exploration tenement are within the ILUA area.

15. Employment

15.1 Acknowledgement

The parties acknowledge that:

- (a) there are limited opportunities for the explorer and its contractors to employ persons during the carrying out of the authorised exploration activities, including for the employment of any of the common law holders; and
- (b) those employment opportunities that do exist during the carrying out of the authorised exploration activities are primarily for people with specialist skills and training.

15.2 Notification of vacancies

- (a) The explorer must notify ATLA of the particulars of any job vacancy in relation to the carrying out of the authorised exploration activities that arises in the explorer's work force:

- (i) if the vacancy is one which is advertised in any printed media, not less than 15 business days before applications for that vacancy must be made to the explorer; or
 - (ii) otherwise, not less than 2 business days before authorised exploration activities are carried out in relation to which the vacancy exists.
- (b) For the purposes of clause 15.2(a) notice includes informing ATLA personally or by e-mail, telephone or other form of instantaneous communication.

15.3 Notification by ATLA

ATLA may notify the explorer of the particulars of any common law holder who, in the reasonable opinion of ATLA, has skills or qualifications that may enable that person to be employed within the explorer's work force in relation to the authorised exploration activities.

15.4 Employment Preference

Where it is both lawful and practical to do so, the explorer must give preference to the employment of a common law holder in relation to the carrying out of the authorised exploration activities if:

- (a) both that common law holder and another person (who is not a common law holder) apply for employment by the explorer; and
- (b) the skills, ability and experience, relevant to the particular position applied for, of that other person are no greater than those of that common law holder.

15.5 Training

To the extent that the explorer provides any on-job training to any employee employed by it in any capacity similar to that in which any common law holder is employed by the explorer, the explorer must, insofar as is practicable and on a basis consistent with that applied in respect of that other employee, provide on-job training to that common law holder.

15.6 Contractors

The explorer must use its best endeavours to ensure that:

- (a) each of its contractors complies with the provisions of clause 15.2, 15.4 and 15.5 as if each contractor were the explorer; and
- (b) any particulars provided by ATLA to the explorer pursuant to clause 15.3 are, where appropriate, provided by the explorer to its relevant contractors.

16. Warranties and Authority

16.1 Preliminary

ATLA (for and on behalf of the common law holders) records that:

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- (a) the common law holders were (as at the date of execution of the framework ILUA by all of the framework parties) the native title holders in relation to the determination area pursuant to the native title determination;
- (b) ATLA was (as at the date of the execution of the framework ILUA by all of the framework parties) the registered native title body corporate (as defined in the Native Title Act) which, pursuant to the native title determination, is the agent prescribed body corporate on behalf of the common law holders in relation to the determination area;
- (c) prior to signing the framework ILUA ATLA consulted with the common law holders and the common law holders consented to ATLA entering into the accepted exploration contract for and on behalf of the common law holders; and
- (d) in relation to the determination area ATLA:
 - (i) entered into the framework ILUA as the agent prescribed body corporate on behalf of the common law holders; and
 - (ii) by signing the framework ILUA confirmed that it was authorised by the common law holders to enter the accepted exploration contract for and on their behalf.

16.2 Warranties by ATLA

Regard being had to the provisions of clause 16.1 ATLA (for and on behalf of the common law holders) represents and warrants to the other parties to the accepted exploration contract that the matters set out in clauses 16.1(a) to 16.1(h) are true and correct.

16.3 Warranties by Explorer

The explorer represents and warrants to ATLA (for and on behalf of the common law holders):

- (a) that, as at the date of the acceptance document or the relevant notice under clause 14.1, as appropriate, the explorer had not entered into an agreement pursuant to the right to negotiate procedure with ATLA (for and on behalf of the common law holders) in relation to that exploration tenement;
- (b) where the explorer has carried out exploration activities under an exploration tenement, details of which are specified in the acceptance document or in any notice given by the explorer pursuant to clause 14.1, that these exploration activities were not undertaken more than 12 months after the commencement date of the framework ILUA, unless ATLA has consented to the explorer entering into that accepted exploration contract by endorsing that consent on the acceptance document or has consented in accordance with clause 14.3 (as the case may be);
- (c) that, as at the date of the acceptance document or the relevant notice under clause 14.1, as appropriate, it or a related body corporate has not entered into another accepted exploration contract with the ATLA (for and on behalf of the common law holders) in relation to another exploration tenement under which

ATLA has made an objection pursuant clause 12.4(a) or 12.4(b) of that other accepted exploration contract and which:

- (i) has resulted in either the Minister refusing to grant a tenement to it or a related body corporate; or
 - (ii) has not yet been considered by the Minister.
- (d) any exploration activities carried out by the explorer under any exploration tenement prior to the explorer's execution of the acceptance document (i.e. prior to the tenement/s becoming authorised exploration tenement/s) were carried out in compliance with all applicable laws and good minerals exploration industry practice.

16.4 No Acknowledgement

By entering into the accepted exploration contract in relation to an exploration tenement ATLA (for and on behalf of the common law holders) does not acknowledge, that any exploration activities previously carried out by the explorer under that exploration tenement wholly or partially within the acceptance area will not have affected any native title in relation to land and/or waters within the acceptance area for purposes of section 63F(1)(a) of the Mining Act.

17. Representatives

17.1 Right to Representative(s)

- (a) ATLA and the explorer may from time to time during the term appoint, remove and replace up to 4 representatives by notice given to the other.
- (b) ATLA's representatives represent ATLA (in its personal capacity) and the common law holders.

17.2 Continuity

Each of ATLA and the explorer must ensure that:

- (a) its first representative(s) are appointed within 20 business days of the commencement date; and
- (b) at all times thereafter representative(s) remain appointed by it.

17.3 Functions

The function of the representatives is to act as the primary point of contact between the parties for all purposes in connection with the accepted exploration contract including:

- (a) ensuring compliance by ATLA, the common law holders and the explorer with their respective obligations under the accepted exploration contract;
- (b) establishing and developing a positive relationship and understanding between ATLA, the common law holders and the explorer in relation to the accepted exploration contract and the

carrying out of the authorised exploration activities pursuant to it;

- (c) for purposes of consultation with ATLA pursuant to clause 6.3(b);
- (d) for purposes of any consultation pursuant to clause 10.3(d);
- (e) for purposes of liaising with the explorer in relation to clause 15 (including in respect of matters relating to Aboriginal culture relevant to the employment of any common law holder employed by the explorer);
- (f) for purposes of resolving any potential dispute before clause 18 is invoked and of resolving any dispute pursuant to clause 18.4(a); and
- (g) to be the representatives of ATLA, the common law holders and the explorer for whose attention any notice is to be addressed, pursuant to the provisions of clause 19.

17.4 Cooperation

ATLA and the explorer must:

- (a) use their best endeavours to ensure that their representatives are able to perform their functions pursuant to clause 17.3; and
- (b) co-operate with each other for that purpose.

17.5 Survival

The provisions of this clause 17 survive the expiry or termination for whatever reason of the accepted exploration contract.

18. Dispute Resolution

18.1 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 the accepted exploration contract (**dispute**) will be dealt with in accordance with this clause 18 whether the dispute is first raised before, during or after the term.

18.2 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 this clause 18 and without recourse to litigation or arbitration proceedings; and
- (c) the provisions of clauses 18.1 and 18.2(b) do not apply to litigation proceedings for injunctive, interlocutory or declaratory relief.

18.3 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.

18.4 Initial Meeting

- (a) 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.
- (b) The dispute parties will use their reasonable endeavours to ensure that at least their respective representatives attend that meeting.

18.5 Breach of Essential Term

- (a) If a dispute relates to an alleged breach of an essential term by the explorer (other than an essential term in clause 8.1, 8.3 or 8.4(a)(ii)) and is not resolved by a meeting held in accordance with clause 18.4, either dispute party may within 10 business days of that meeting by notice to the Minister and the other party refer that dispute to the Minister for purposes of the preparation of a PIRSA report.
- (b) If a dispute is referred to the Minister pursuant to clause 18.5(a) the Minister must at its cost ensure that:
 - (i) PIRSA prepares a PIRSA report in relation to the facts surrounding the alleged breach of the relevant essential term by the explorer;
 - (ii) the PIRSA report is prepared and completed as soon as practicable in the circumstances; and
 - (iii) copies of the PIRSA report are provided to each dispute party promptly after it has been completed.
- (c) Each of the dispute parties must co-operate with the Minister for purposes of the preparation of a PIRSA report in relation to that dispute.
- (d) A PIRSA report prepared in relation to a dispute must be taken into account for purposes of resolving that dispute pursuant to this clause 18.
- (e) Within 10 business days of copies of a PIRSA report prepared in relation to a dispute being provided to the dispute parties, the dispute parties will use their respective reasonable endeavours to meet and resolve the dispute within a further period of 10 business days.

18.6 Mediation

If a dispute is not resolved in accordance with the provisions of clause 18.4 or 18.5(e) (as the case requires):

- (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.

18.7 Expert

If a dispute is not resolved in accordance with the provisions of clause 18.6, any dispute party may refer the determination of that dispute (**determination**) to the expert.

18.8 Capacity of Expert

The expert is an expert and not an arbitrator.

18.9 Expert's Determination

The expert's determination is final and binding on the dispute parties.

18.10 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 18.10(a) applies, each dispute party will bear its own costs and expenses in relation to the expert's determination.

18.11 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 18.11(a) applies, the dispute parties will pay in equal shares the expert's fees and expenses and the cost of the expert's determination.

18.12 Notification of Minister

- (a) Subject to clause 18.12(b), where a dispute relates to an alleged breach of an essential term by the explorer, the dispute parties must notify the Minister within 10 business days of the resolution or determination of that dispute of the terms and conditions upon which that dispute has been resolved or determined.
- (b) Clause 18.12(a) does not apply if clause 12.7 requires notice to be given in relation to the resolution or determination of that dispute.

18.13 Survival

The provisions of this clause 18 survive the expiry or termination for whatever reason of the accepted exploration contract.

19. Communications

19.1 Writing required

Subject to the accepted exploration contract, any notice, direction, request, consent, approval, demand, report or other communication (**communication**) to be given under the accepted exploration contract will be in writing, be signed by the representative(s) of the party giving the communication as set out in annexure A and be addressed for the attention of the representative(s) of the party or parties as set out in annexure A.

19.2 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.

19.3 Change of details

Details specified in annexure A in respect of a party may, subject to clause 17.3(g), be changed by the party by not less than 5 business days notice to the other parties.

20. GST

20.1 GST-exclusive consideration

Any amount payable by any party (**Recipient**) to the other (**Supplier**) for, or in connection with, any taxable supply under an accepted exploration contract (**GST-exclusive consideration**) does not include any GST.

20.2 GST Payable

The Recipient must pay the Supplier an additional amount on account of GST equal to the GST-exclusive Consideration multiplied by the prevailing GST rate.

20.3 When GST Payable

The amount is payable at the same time as the GST-exclusive Consideration is payable by the Recipient to the Supplier.

20.4 Tax Invoice Required

Notwithstanding clause 20.3, the additional amount is not payable unless the Supplier provides the Recipient with a tax invoice which is in an approved form for GST purposes.

20.5 Adjustment of GST

To the extent the amounts for the taxable supply consist of the reimbursement of costs and expenses incurred by the Supplier from third parties, those costs and expenses must be:

- (a) reduced by the amount of any input tax credit available to the Supplier; and
- (b) grossed up for GST under this clause.

20.6 Interpretation

Terms used in this clause have the meanings given to them in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

21. General

21.1 Entire agreement

The accepted exploration contract 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.

21.2 Amendment

No amendment or variation of the accepted exploration contract:

- (a) is valid or binding on a party unless made in writing executed by all parties to it; or
- (b) may be made if the amendment or variation is inconsistent in any way with the provisions of the framework ILUA (excluding, for this purpose, all schedules, annexures and appendices to it).

21.3 Severability

Each word, phrase, sentence, paragraph and clause (a **provision**) of the accepted exploration contract 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 the accepted exploration contract.

21.4 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 the accepted exploration contract unless such statement or announcement is first approved as to the timing and content by each other party or is required by law.

21.5 Confidential Information

- (a) Without detracting from any obligations which either the State or the explorer has in relation to confidentiality under the Aboriginal Heritage Act, each of the State and the explorer must keep confidential each and every cultural confidence of which it becomes aware.
- (b) Each of ATLA, the common law holders and the State must keep confidential all information pertaining to the authorised exploration tenements and the authorised exploration activities which is disclosed to any of them and which is either designated as confidential by the person who discloses it or is by its nature confidential.

21.6 Assignment and transfer

- (a) The explorer may assign and transfer any or all of its rights and/or obligations under the accepted exploration contract in relation to any or all of the authorised exploration tenements and/or any legal, equitable or contractual interest in or in relation to any or all of the authorised exploration tenements, to a transferee of the relevant authorised exploration tenement(s) and/or the relevant interest(s) therein, if:
 - (i) any required consent of the Minister is obtained under the Mining Act to the transfer of the relevant authorised exploration tenement(s) and/or the relevant interest(s) therein; and
 - (ii) the transferee executes in favour of the parties to the accepted exploration contract a deed of assumption in substantially the form which has been agreed to by ATLA (for and on behalf of the common law holders) (a copy of which is available from PIRSA), under which the transferee assumes the explorer's rights and obligations under the accepted exploration contract in relation to the relevant authorised exploration tenement(s) and/or the relevant interest(s) therein.
- (b) Any assignment and transfer pursuant to clause 21.6(a) releases the explorer from its obligations under the accepted exploration contract in relation to the relevant authorised exploration tenement(s) and/or the relevant interest(s) therein, with effect from the date of that assignment and transfer, but without prejudice to the accrued rights and remedies of the parties for any antecedent breach of the accepted exploration contract.
- (c) Except as set out in clause 21.6(a):
 - (i) the rights and obligations of each party to the accepted exploration contract are personal; and
 - (ii) those rights and obligations cannot be encumbered or disposed of, or otherwise dealt with and no party may attempt, or purport, to do so without the prior consent of the other parties.

21.7 Force Majeure

- (a) If any party becomes wholly or partly unable because of force majeure to perform any of its obligations under the accepted exploration contract, then the party affected by the force majeure must give the other parties notice of the force majeure specifying:
 - (i) details of the force majeure;
 - (ii) insofar as it is known, the probable scope of the force majeure; and
 - (iii) insofar as it is known, the probable duration for which it will be unable to perform the relevant obligation,and the relevant obligation shall be deemed to be suspended, but:
 - (iv) the suspension shall be of no greater scope nor longer duration than the consequences of the relevant event of force majeure; and
 - (v) the party affected by the force majeure must use all reasonable endeavours to counter it or to otherwise remedy its inability to perform.
- (b) Nothing in clause 21.7(a)(v) requires a party to:
 - (i) settle any strike or other labour dispute otherwise than on terms acceptable to it; or
 - (ii) contest the validity or enforceability of any law, regulation or order, or determination of any authority, by way of legal proceedings.

21.8 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.

21.9 Minister's Discretion

Nothing in the accepted exploration contract fetters the discretion of any Minister of the Crown in right of the State of South Australia.

21.10 Further assurances

Each party agrees to do all things and sign all documents necessary or desirable to give full effect to the provisions of the accepted exploration contract and the transactions contemplated by it.

21.11 No merger

- (a) The rights and obligations of the parties will not merge on the completion of any transaction contemplated by the accepted exploration contract.

Adnyamathanha Exploration Contract Conditions
Schedule 2 to 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.

21.12 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 entering into of the accepted exploration contract.
- (b) All stamp duty (including fines, penalties and interest) that may be payable on or in connection with the accepted exploration contract and any instrument executed under the accepted exploration contract must be borne by the explorer.

21.13 Governing law and jurisdiction

- (a) The accepted exploration contract 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 the accepted exploration contract.

21.14 Relationship

- (a) The relationship between the parties is that of independent contractors.
- (b) The parties are not partners, joint venturers or, subject to clause 21.14(c), principal and agent.
- (c) ATLA is the agent of the common law holders pursuant to the native title determination in relation to the land and waters in the exploration land.

[Adnyamathanha Exploration Contract Conditions
(Annexure A to Exploration Contract Conditions)]

ANNEXURE A
Notice Details

State

Address: Attorney General's Department
Level 3, 45 Pirie Street
Adelaide SA 5000

Attention: Principal Negotiator, ILUA

Facsimile No: (08) 8207 2235

Minister

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

Attention: Mining Registrar

Facsimile No: (08) 8463 3101

ATLA and the common law holders

Address: Johnston Withers
Barristers & Solicitors
17 Sturt Street
ADELAIDE SA 5000
Tel: (08) 8231 1110

Attention: Mr R Bradshaw/Mr G Harbord
Facsimile No: (08) 8231 1230

Explorer

Address: [Insert address]

Attention: [Insert contact name / title]

Facsimile No: [Insert facsimile]

Adnyamathanha Exploration Contract Conditions
(Annexure B to Exploration Contract Conditions)

ANNEXURE B
Acceptance Document

ACCEPTANCE DOCUMENT

The explorer agrees, upon duly completing and signing this document and otherwise complying with the provisions of clause 5.1 of the exploration contract conditions, to be bound by the accepted exploration contract then formed (on the terms of this acceptance document and the exploration contract conditions annexed to it as Attachment A) between the explorer, ATLA (for and on behalf of the common law holders), the Minister and the State

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Adnyamathanha Exploration Contract Conditions
(Annexure B to Exploration Contract Conditions)

This **ACCEPTANCE DOCUMENT** is made as a deed poll by:

Parties

(insert name and, if applicable, ABN of explorer) (*explorer*)
of:

.....
(insert address of explorer)

in relation to the accepted exploration contract to be formed (on the terms of this acceptance document and the exploration contract conditions attached to it as Attachment A) in respect of:

- (a) the following exploration tenements specified for the purposes of paragraph (a)(i) of the definition of authorised exploration tenement in the accepted exploration contract:

.....
.....
.....

(insert details of relevant exploration tenements, whether granted or to be granted of which the explorer is or will, upon grant, be the tenement holder and attach as Attachment B a map of the area of each of those exploration tenements); and

- (b) the exploration tenements referred to in paragraphs (b), (c) and (d) of that definition.

Upon the explorer duly completing and signing this document, obtaining the consent of ATLA to the explorer entering into the accepted exploration contract (where clause 3 of this document applies) and otherwise complying with the provisions of clause 5.1 of the exploration contract conditions, the accepted exploration contract will be formed between the explorer, ATLA (for and on behalf of the common law holders), the Minister and the State.

Recitals

- A The exploration contract conditions provide for the explorer to enter into the accepted exploration contract by duly completing and signing this acceptance document and otherwise complying with the provisions of clause 5.1 of the exploration contract conditions.
- B The explorer wishes to enter into the accepted exploration contract by duly completing and signing this acceptance document and otherwise complying with the provisions of clause 5.1 of the exploration contract conditions.
- C Upon the explorer entering into the accepted exploration contract by duly completing and signing this acceptance document and otherwise complying with the provisions of clause 5.1 of the

exploration contract conditions, the accepted exploration contract comes into force and effect between the explorer, ATLA (for and on behalf of the common law holders), the Minister and the State in respect of:

- (a) the authorised exploration tenements; and
- (b) the carrying out of authorised exploration activities under the authorised exploration tenements.

The explorer covenants as follows.

1. Covenant to be Bound

The explorer enters into the accepted exploration contract:

- (a) by duly completing and signing this acceptance document;
- (b) where clause 3 applies, obtaining the consent of ATLA to the explorer entering into the accepted exploration contract; and
- (c) where the explorer is the mining operator, but not a or the registered holder, in respect of any exploration tenement to which the accepted exploration contract will apply, then as authorised agent for the registered holder of that exploration tenement.

2. When Effective

The accepted exploration contract comes into force and effect between the explorer, ATLA (for and on behalf of the common law holders), the Minister and the State on the date upon which all of the following have occurred:

- (a) the explorer has duly completed and signed this acceptance document and, where applicable, has obtained the consent of ATLA on this acceptance document;
- (b) the explorer has complied with any requirements under the Mining Act;
- (c) the explorer has notified ATLA and the State that the explorer has duly completed and signed this acceptance document and simultaneously provided ATLA with an original or duplicate original of this acceptance document and the Minister with a copy of it; and
- (d) where the explorer is the mining operator, but not a or the registered holder, in respect of any exploration tenement, to which the accepted exploration contract will apply, the explorer has provided ATLA and the Minister with evidence of that fact.

3. Consent of ATLA

If, before the explorer signs this acceptance document the explorer has previously carried out any exploration activities under any of the exploration tenements more than 12 months after the commencement date of the framework ILUA, the explorer must obtain the consent of ATLA to the explorer entering into the accepted exploration contract in relation to the relevant exploration tenement by endorsing that consent on this acceptance document.

4. Benefit

This acceptance document is made by the explorer in favour, and for the benefit of, ATLA (for and on behalf of the common law holders), the Minister and the State.

5. Terms

Terms defined in the exploration contract conditions bear their defined meanings when used in this acceptance document.

Executed by the explorer as a deed poll

[Execution clause for *explorer* to follow]

Adnyamathanha Exploration Contract Conditions
(Annexure B to Exploration Contract Conditions)

* **CONSENT BY ATLA**

I, the undersigned, duly authorised by ATLA consent on their behalf to the *explorer* entering into the *accepted exploration contract*:

SIGNED by

For: **Adnyamathanha Traditional Lands Association (Aboriginal Corporation) RNTBC**

[Insert name of individual])

.....

.....
Witness

* Delete if not applicable

ANNEXURE C
Exploration Contract Return
ANNEXURE C
EXPLORATION CONTRACT RETURN

MINING RETURN

for the 12 months ended December 20

MINERALS EXPLORATION APPENDIX

1.	<u>Authorised Exploration Tenement(s)</u>	<u>Commencement Date</u>	<u>Expiry Date</u>

2. Were any authorised exploration activities carried out during this period? YES/NO
[If yes, go to 3; If no, go to signature clause]

3. Within which area(s) were authorised exploration activities undertaken during this period?

.....
.....
.....
.....
.....

Adnyamathanha Exploration Contract Conditions
(Annexure C to Exploration Contract Conditions)

4. Was any advanced exploration activity undertaken during this period? YES/NO
[If yes, go to 5; If no, go to 7]

5. Which of the following advanced exploration activities was undertaken during this period?

(a) grid-based pattern drilling with 100 metres x 100 metres or 200 metres x 50 metres (or equivalent) centres or less YES/NO

(b) diamond drilling of at least 5 drill holes per km² YES/NO

(c) costeaning or trenching YES/NO

(d) bulk sampling of more than 100 tonnes from a single surface location YES/NO

(e) making new tracks using declared equipment YES/NO

(f) any exploration activity using explosives YES/NO

(g) any associated land clearing YES/NO

6. At what location was each relevant advanced exploration activity undertaken during this period?

.....
.....
.....
.....
.....

7. Was significant underground water discovered during this period in the course of drilling operations? YES/NO
[If yes, go to 8; If no, go to signature clause]

8. What is the exact location of that underground water?

.....
.....
.....
.....
.....

Adnyamathanha Exploration Contract Conditions
(Annexure C to Exploration Contract Conditions)

I,
do solemnly and sincerely declare that the above is true and correct.

Signature of owner/operator Date

ANNEXURE D
Clearance Budget

Common law holders:

Date:

Explorer:

Inspection/Heritage clearance surveyⁱ for early/authorisedⁱ exploration activities: EL No's

Period for undertaking and completing inspection/heritage clearance surveyⁱ:

Place for commencement and conclusion of inspection/heritage clearance surveyⁱ:

Item	Description	Remarks	Units	Quantity	Unit Rate \$	Survey Costs	NOTES
	Personnel						
	Survey/Inspection ⁱ Specialist #1 ⁱⁱ Specialist #2 ⁱⁱ Inspectors/Other Clearance Team Members ⁱⁱⁱ		days days days		\$422 ^{iv}		
	Travel Specialist #1 ⁱⁱ Specialist #2 ⁱⁱ Inspectors/Other Clearance Team Members ⁱⁱⁱ		days days days		\$422 ^{iv}		
1	TOTAL PERSONNEL						
	Vehicle & Travel Costs						
	Air Travel Costs	Economy					
	Private Vehicle Costs – 2WD allowance Specialist #1 ⁱⁱ Specialist #2 ⁱⁱ Inspectors/Other Clearance Team Members ^v		days		\$100 ^{vi}		
	Private Vehicle Costs- 4WD allowance Specialist #1 ⁱⁱ Specialist #2 ⁱⁱ Inspectors/Other Clearance Team Members ^v		days		\$150 ^{vi}		
2	TOTAL VEHICLE & TRAVEL						

Adnyamathanha Exploration Contract Conditions
(Annexure D to Exploration Contract Conditions)

Item	Description	Remarks	Units	Quantity	Unit Rate \$	Survey Costs	NOTES
	Accommodation & Food						
	Food Specialist #1 ⁱⁱ Specialist #2 ⁱⁱ Inspectors/Other Clearance Team Members ⁱⁱⁱ		days				
	Accommodation Specialist #1 ⁱⁱ Specialist #2 ⁱⁱ Inspectors/Other Clearance Team Members ⁱⁱⁱ						
	Accommodation		nights				
3	TOTAL ACCOMMODATION & FOOD						
4	SUB-TOTAL						
5	Administrative Expenses						
6	GST						
7	GRAND TOTAL						

- i Delete whichever is not applicable.
- ii Delete for inspection or if not applicable for heritage clearance survey.
- iii Delete whichever is not applicable – for inspections, up to a maximum of 2 inspectors and for heritage clearance surveys, up to a maximum of 6 clearance team members, or 8 in exceptional circumstances, in accordance with clause 7.7(c)(ii).
- iv Escalating in accordance with increases in the WPI in accordance with clause 7.7(c)(ii).
- v Delete whichever is not applicable – for inspections, up to a maximum of 2 inspectors and for heritage clearance surveys, up to a maximum of 6 team members, or 8 in exceptional circumstances, for the period of travelling (when in excess of 50 km each way) from their normal place of residence to the place of commencement and conclusion of the heritage clearance survey and return, in accordance with clause 7.7(c)(ii).
- vi Escalating in accordance with increases in the CPI on each second anniversary of the date on which details of the framework ILUA are entered on the Register of Indigenous Land Use Agreements pursuant to section 199B of the Native Title Act.

ANNEXURE E

LANDSCAPE FEATURES¹

Springs and soakages

Creek beds

Clay pans

Rocky outcrops²

Sand hills³

Caves

Scar trees

Gorges

Iga tree ie *Capparis mitchelli* (Native Orange)

Urti tree ie *Santalum acuminatum* (Quandong)

Vartivaka Bush ie *Eremophila longifolia* (native plum)

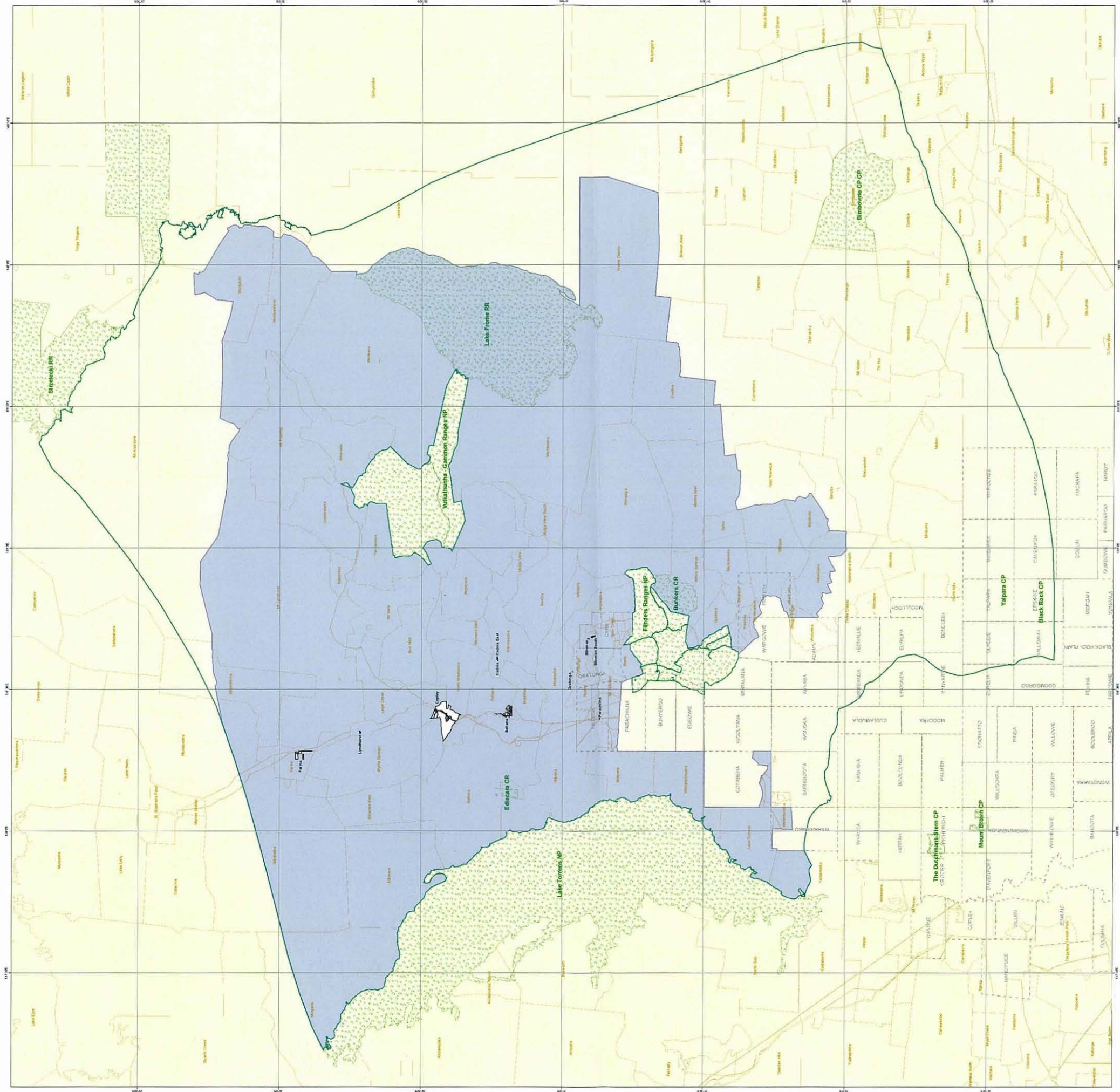
Mayaka [tree/bush] ie *Leichhardtia australis* or *Marsdenia australis* (native pear or bush banana)

¹ These features are set out here as they are commonly associated with sites of significance to the Adnyamathanha People. Where relevant, they will be referred to in ATLA's response pursuant to clause 7.2(b) of the Exploration Contract Conditions.

² Specific locations of rocky outcrops which are to be avoided due to their significance to the Adnyamathanha People will be provided in ATLA's response pursuant to clause 7.2(b) of the Exploration Contract Conditions.

³ Specific locations of sandhills which are to be avoided due to their significance to the Adnyamathanha People will be provided in ATLA's response pursuant to clause 7.2(b) of the Exploration Contract Conditions.

Adnyamathanha Mineral Exploration ILUA



DISCLAIMER
The State of South Australia, its agencies and its representatives warrant that the information enclosed is current, accurate or complete. The information enclosed is based upon maps and other information provided by the relevant title claimants. Due to the nature of the information provided, the State of South Australia does not warrant the accuracy or completeness of the information enclosed as a general guide only, and any persons relying on the information enclosed do so at their own risk. The State of South Australia expressly disclaims all liability for any loss or damage, whether a future holder or not, in respect of anything done or omitted to be done or omitted to be done, in reliance on the information enclosed, upon the whole or any part of the contents of the information provided above.

Map depicting land parcel boundaries as at 2007/2007
and claim boundaries as at 2007/2007

- Legend**
- Claim Boundary Adnyamathanha No.1 & 2
 - Adnyamathanha Mineral Exploration ILUA
 - Government Town (excluded from Proposed Determination Area)
 - Pastoral Lease
 - Hundred
 - Local Government Areas
 - National Parks

