

This Agreement is made the day of , 20

BETWEEN

[NAME OF TENEMENT APPLICANT], of [insert address], Western Australia ("the Miner")

AND

THE GOLDFIELDS LAND AND SEA COUNCIL, of 14 Throssell Street, Kalgoorlie, Western Australia ("the GLSC")

Recitals

- A. The Miner has made Applications and may in the future seek to make additional Applications in the Agreement Area.
- B. The GLSC is an incorporated entity under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth) and is the peak body for Aboriginal land and heritage matters in the Goldfields region of Western Australia. The GLSC is also a representative body recognised by the Commonwealth Minister pursuant to s.203AD of the Native Title Act 1993 (Cth). The GLSC enters into this agreement in its capacity as an incorporated association representing the interests of Aboriginal people in the Goldfields and also pursuant to s.203BB(1) of the NTA in exercise of its facilitation and assistance functions on behalf of persons who may hold native title within the Agreement Area.
- C. The Parties have agreed to enter into this Agreement to:
 - (i) enable the Applications to be granted without objection; and
 - (ii) ensure that in the exercise of rights under the Tenements by or on behalf of the Miner Aboriginal Sites are protected.

The Parties agree as follows:

1. DEFINITIONS

In this Agreement:

"Aboriginal Heritage Act" means the Aboriginal Heritage Act 1972 (WA) as amended from time to time;

"Aboriginal Site" means any place of the kind described in section 5 of the Aboriginal Heritage Act;

"Act Attracting the Expedited Procedure" has the meaning given to that expression by section 237 of the NTA;

"Agreement Area" means the area described as such on the attached map;

"Applications" means either:

- (a) the applications for exploration licences, prospecting licenses, mining leases and other leases or licences applied for by the Miner from time to time under the Mining Act within the Agreement Area for the duration of this Agreement; or
- (b) if the Miner completes Attachment 5 by listing the applications for exploration licences, prospecting licences or mining leases it intends this Agreement to extend to then only those applications for exploration licences, prospecting licences or mining leases so listed in Attachment 5;

"Assignee" includes a joint venturer irrespective of whether that person has or will acquire a legal interest in all or part of the Tenements;

"Authorised Agent" means an entity appointed from time to time by the GLSC to implement and administer this Agreement on its behalf and notified to the Miner;

"Business Day" means any day that is not a Saturday, Sunday or public holiday observed in Western Australia;

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

"Co-ordinating Anthropologist" means the person so described in clause 6 of this Agreement;

"CPI" means, in respect of a Calendar Quarter, the Consumer Price Index Groups index number for the weighted average of 8 capital cities published by the Australian

Bureau of Statistics (excluding the GST impact) under catalogue number 6401.0 for that Calendar Quarter;

“Final Report” is defined in clause 9.3;

"GPS" means Global Positioning System

“Heritage Account” means the bank account opened by the GLSC or its Authorised Agent for the purposes specified in clause 7.2 and clause 7.3

“Informant” means any Aboriginal person selected under clause 8.2(a) of this Agreement;

“Low Impact Activity” is defined in Attachment 3 to this Agreement;

"Mining" has the same meaning as it has in the Mining Act;

“Mining Act” means the Mining Act 1978 (WA) as amended from time to time;

“NTA” means the Native Title Act 1993 (Cth) as amended from time to time;

“Office Management Account” means the bank account operated by the GLSC or its Authorised Agent for the purpose specified in clause 7.2(c);

“Party” means a party to this Agreement;

"Polygon Claim" means an application for determination of native title filed in accordance with s.61 of the NTA in response to, and over an area of land substantially corresponding to that described in, a notice given pursuant to s.29 of the NTA

"Representative Body Area" means the area of land for which the GLSC has pursuant to s.203AD of the NTA been recognised by the Commonwealth Minister as being the representative body.

“Site Avoidance Model” means the survey methodology involving the identification of areas where exploration activity should not be undertaken because of the presence of an Aboriginal Site within that area;

“Site Avoidance Survey” means a Survey carried out using the Site Avoidance Model;

“Site Identification Survey Without Cultural Detail” means a Survey carried out using the Site Identification Without Cultural Detail Model;

“Site Identification Without Cultural Detail Model” means the survey methodology involving the identification of the location and boundaries of Aboriginal Sites but without the disclosure of culturally sensitive information by any Informant;

“Survey” means a heritage assessment as provided for in this Agreement;

“Survey Team” is defined in clause 8.2(b);

“Tenements” means the granted Applications and includes any extension or renewal of them

"Tenement Area" means the area of land and/or waters covered by a Tenement.

“Underlying Tenement” means any mining tenement that covered all or part of the area of the Applications immediately before the grant of any of the Tenements.

"Works Area" includes all areas needed for mining including all infrastructure and means of access.

2. **INTERPRETATION**

2.1 In this Agreement:

- (a) headings or subheadings are inserted for guidance only and do not govern the meaning or construction of this Agreement or of any provision contained in this Agreement;
- (b) words expressed in the singular include the plural and vice versa;
- (c) words expressed in one gender include the other gender;
- (d) an expression importing a natural person includes a company, partnership, joint venture, association, corporation or other body corporate or governmental or semi governmental entity and includes the employees or agents of that person;
- (e) a reference to a thing includes a part of that thing but is not to be taken as implying that performance of part of an obligation is the performance of the whole;
- (f) a reference to a clause, schedule or annexure is a reference to a clause of or schedule or annexure to this Agreement;
- (g) where the day on or by which a thing is required to be done is not a Business Day that thing must be done on or by the succeeding Business Day;
- (h) a covenant or agreement by more than one person binds, and is enforceable against, those persons jointly and each of them severally;
- (i) a covenant or agreement by the Miner binds and is enforceable against those persons severally but not jointly and severally;

- (j) no rules of construction apply to the disadvantage of a Party because that Party was responsible for the drafting of this Agreement or of any of the provisions of this Agreement;
- (k) a reference to a statute, code, regulation, order, ordinance, by-law or other legislation or subordinated or delegated legislation or provision of it includes any amendment, substitution, re-enactment or consolidation of it;
- (l) a reference to a statute includes every regulation, order, ordinance, by-law, subordinated or delegated legislation and proclamation made or issued under that statute;
- (m) where a word or phrase is given a defined meaning in this Agreement, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (n) a reference to any document, instrument or agreement, including this Agreement, includes a reference to that document, instrument or agreement as amended, novated, supplemented, varied or replaced from time to time; and
- (o) "including" means "including, but not limited to".

3. COMMITMENT TO COOPERATE

- 3.1 The Parties affirm their commitment to cooperate with each other in order to ensure the proper identification, management and preservation of Aboriginal Sites within the Tenements.
- 3.2 The Parties agree that if, after having considered the factors listed in clause 4.1 of this Agreement, a Survey is required:
 - (a) the Miner may elect a Site Avoidance Survey or a Site Identification Survey Without Cultural Detail where the Miner intends to conduct any Low Impact Activity; and
 - (b) where the Miner intends to conduct more significant activities than Low Impact Activities a Site Identification Survey Without Cultural Detail is required.
- 3.3 In consideration of the Miner agreeing to comply with this Agreement, the GLSC agrees to use its best endeavours to ensure that:
 - (a) no Polygon Claim is lodged over the area of the Applications.

- (b) no objection is lodged under section 32(3) of the NTA to the inclusion in a notice under section 29 of the NTA of a statement that the grant of the Applications is an Act Attracting the Expedited Procedure; and
- (c) no other objection, appeal or application for judicial review of any kind is lodged against the grant of the Applications for the exercise of rights and the Tenements, including under the *Mining Act*.

- 3.4 The Miner agrees not to make an application under Section 18 of the Aboriginal Heritage Act with respect to any area within the Tenements without first giving the GLSC at least 60 days written notice of its intention to do so and consulting with the GLSC during that time with a view to avoiding or minimising the impact of the proposed activity on any Aboriginal Sites.
- 3.5 The Miner agrees not to enter or carry out any activity on the land and waters within the Tenements contrary to this agreement.

4. IDENTIFYING AREAS WHERE SURVEY IS REQUIRED

- 4.1 Prior to any Mining (other than Mining to which clause 4.1A applies) taking place on the Tenements granted after execution of this agreement the Parties will consult with each other to decide which parts of the Tenements require a Survey.
- 4.1A If the Miner held an Underlying Tenement immediately before the grant of any of the Tenements, nothing in this Agreement is intended to or will prevent the Miner from conducting any Mining to the extent the Mining is undertaken within an area that was subject of an Underlying Tenement.
- 4.2 Factors to be taken into account by the Parties in determining whether a Survey (and if so, what kind) or some other level of inquiry or consultation should take place in relation to the Tenements include:
- (a) whether there have been any previous assessments of the relevant part of the Tenements, the results and methodology of those assessments and the standard and quality of assessment given the time period in which it was done;
 - (b) the extent to which the land has been disturbed by previous activity;
 - (c) whether the Register maintained by the Department of Indigenous Affairs discloses the existence of any potential Aboriginal Site on the land;
 - (d) the nature of the activities to be conducted on the land; and
 - (e) any other relevant factor raised by any of the Parties.

Provided that nothing in this Agreement is or is intended to purport to authorise the Miner or any other person to commit a breach of the Aboriginal Heritage Act or the Aboriginal and Torres Strait Islander Heritage Protection Act 1984 (Cth) or to prevent the GLSC from taking lawful steps to ensure that the Miner or any third party does not breach either Act.

4.3 To enable the GLSC to consider the factors identified in clause 4.2 (d), the Miner will provide to the GLSC the following information:

- (a) where the proposed activities are Low Impact Activities:
 - (i) 1:250,000 topographic map showing where the Low Impact Activity is to take place;
 - (ii) the nature of the Low Impact Activity to be carried out on the licence area including the techniques and types of equipment and vehicles to be used;
 - (iii) the estimated time of the Low Impact Activity, and;
 - (iv) the approximate number of personnel involved.
- (b) in the case of all other Mining:
 - (i) 1:250,000 topographic map (two copies) and 1:50,000 topographic map or similar scale aerial photograph (2 copies) showing the Work Area [define];
 - (ii) the nature, scope, objectives and estimated time of the proposed Mining ;
 - (iii) all vehicular access routes, including airstrips;
 - (iv) the techniques and types of infrastructure, items of equipment and vehicles to be used;
 - (v) any water, biological or other materials or resources proposed to be obtained from the Tenement Area;
 - (vi) the approximate number of personnel involved in the proposed Mining Operations;
 - (vii) any requirement to restrict access by any persons to the area and, if so, the nature and extent of that restriction;

5. CO-OPERATION FOR SURVEY

- 5.1 The Parties will co-operate with each other, the Co-ordinating Anthropologist and if applicable any archaeologist and use their best endeavours to ensure that any Survey of the Tenements is carried out in a timely and efficient way.
- 5.2 The Parties may cooperate with other miners to ensure maximum efficiency in the conduct of Surveys.

6. CO-ORDINATING ANTHROPOLOGIST

- 6.1 Upon receipt of the information required to be provided by the Miner under clause 4.3, the GLSC will appoint a Co-ordinating Anthropologist and arrange for a Survey to occur as soon as possible. The GLSC will advise the Miner of the Co-ordinating Anthropologist and an estimate of when the Survey will occur. The GLSC will use its best endeavours to arrange for the Survey to occur as soon as possible.
- 6.2 Instead of the GLSC appointing the Co-ordinating Anthropologist, the GLSC may agree to the Miner appointing a mutually acceptable Co-ordinating Anthropologist and the Miner will then arrange for the Survey to occur.
- 6.3 If an estimate of when the Survey will occur has not been provided to the Miner, within 21 days of the GLSC receiving the information required to be provided by the Miner under clause 4.3, the Miner may appoint a mutually acceptable Co-ordinating Anthropologist and the Miner will arrange for the Survey to occur.
- 6.4 If either party has on reasonable grounds concerns about the Co-ordinating Anthropologist to be appointed pursuant to clauses 6.1, 6.2 or 6.3, it may request the other party to consider another anthropologist to act as Co-ordinating Anthropologist.
- 6.5 The Co-ordinating Anthropologist will cause Surveys to be carried out in accordance with this Agreement.
- 6.6 The Co-ordinating Anthropologist will, in accordance with this Agreement, work with the Survey Team appointed in accordance with clause 8.2(b) and, unless the Miner has agreed to be responsible for all logistical arrangements, ensure that all logistical arrangements are made for the Survey.
- 6.7 Any brief from the GLSC or the Miner to the Co-ordinating Anthropologist and such person as may be appointed under clause 8.2(b)(iii) and (iv) is to be consistent with the provisions of this Agreement.

7. SURVEY COSTS

7.1 The Coordinating Anthropologist must prepare and deliver to the Parties for their approval a budget in the format appearing in Attachment 4 for the completion of any Survey conducted under this Agreement and all reporting requirements. The budget must be agreed by the Parties before the Survey is commenced.

7.2 The Miner will in accordance with the agreed budget:

(a)

(i) pay to the Informants or to the Heritage Account at the time and in the amount specified in the budget calculated either at the rate of \$300.00 per day (CPI adapted or as otherwise agreed) per Informant or a lump sum, to cover all costs associated with the services of the Informants participating in the Survey. Between 4 to 6 Informants (or as otherwise agreed), selected in accordance with clause 8.2(a), will be afforded the opportunity to participate in any Survey;

(ii) the payment in clause 7.2(a)(i) will be adjusted for CPI increases on 1 January each year by multiplying it by:

$$\left[1 + \left(\frac{CPI_n - CPI_{4Q2002}}{CPI_{4Q2002}} \right) \right]$$

Where:

- CPI_n is the CPI for the Quarter ending 31 December in the year before each anniversary of 1 January 2003 in respect of which the revised amount is being determined; and
- CPI_{4Q2002} is the CPI for the Quarter ending 31 December 2002.

(b) either provide in kind or pay for (to the Heritage Account) at the time and in the amount specified in the budget, to cover logistical support sufficient to conduct any Survey including vehicles, accommodation and meals where applicable;

(c) pay to the Office Management Account at the time specified in the budget a fee to cover and be used exclusively for office

administration, stationery, equipment and related expenses incurred by the GLSC for the purpose of co-ordinating Surveys and protecting Aboriginal Sites. The amount of the fee shall, unless otherwise agreed, be \$350 if the field work component of the Survey is completed within one day and if the field work component of the Survey is completed within two days or three days a further amount of \$150 for each additional day's fieldwork shall be paid;

- (d) pay the Co-ordinating Anthropologist's and if applicable the archaeologist and/or the anthropologist of a specific gender appointed in accordance with this agreement reasonable costs.

7.3 All payments will be made to the Heritage Account or by cheque at the time specified in the agreed budget. Each Party is to comply with their taxation obligations.

8. SURVEY PROCEDURES

8.1 Background Information

The Co-ordinating Anthropologist will consult with the Parties to:

- (a) establish the location of the Tenements;
- (b) establish the date(s) for the Survey to take place;
- (c) obtain from the GLSC the information provided by the Miner in accordance with clause 4.3. If any of this information has not previously been provided to the GLSC by the Miner, the Co-ordinating Anthropologist will obtain that information from the Miner directly;
- (d) obtain an aerial photograph of the Tenements, if available; and
- (e) establish what Aboriginal Sites, if any, are already identified in the Tenements based on any previous reports or other information pertaining to the Tenements.

8.2 Survey Team

- (a) The Co-ordinating Anthropologist will, in consultation with the GLSC, select a group of individuals, the number of which is determined in clause 7.2(a) who are recognised to have cultural and traditional knowledge of and who are appropriate to speak about Aboriginal heritage issues for the Tenement Area to be members of the Survey Team (the "Informants").

- (b) The Survey Team will comprise:
 - (i) the Co-ordinating Anthropologist;
 - (ii) the Informants;
 - (iii) where considered necessary by the Co-ordinating Anthropologist, and agreed to by the Parties another anthropologist of a specific gender; and
 - (iv) where potentially significant archaeological material is identified by the Survey Team, and considered necessary by the Co-ordinating Anthropologist and agreed to by the Parties, an archaeologist may be engaged at the cost of the Miner;

The following persons may also participate in the Survey:

- (v) a representative appointed by the Miner to act as an observer/assistant. This person(s) will respect the privacy of the Informants when sensitive cultural matters are being discussed;
 - (vi) a representative from the GLSC or Authorised Agent;
- (c) The number of paid Informants to be appointed to the Survey Team will not be more than the number specified in clause 7.2(a) but additional members may accompany the Survey Team and the Miner will not be liable for additional costs.
 - (d) Members of the Survey Team nominated by the GLSC may, if necessary, be replaced by the GLSC.

8.3 Survey

- (a) The Survey Team will as appropriate in the circumstances:
 - (i) undertake visits to the Tenements;
 - (ii) identify any Aboriginal Sites in the Tenements or, in the case of a Site Avoidance Survey, determine the area to be avoided due to the presence of an Aboriginal Site;
 - (iii) record the external boundaries of all Aboriginal Sites or in the case of a Site Avoidance Survey, the area to be avoided due to the presence of an Aboriginal Site using a GPS;
 - (iv) record relevant Aboriginal Site information or in the case of a Site Avoidance Survey, the area to be avoided on an official Department of Indigenous Affairs Site Recording Form;

- (v) mark the external boundaries of identified Aboriginal Sites or in the case of a Site Avoidance Survey, the area to be avoided due to the presence of an Aboriginal Site on the topographic and tenement map referred to in 8.1(c); and
- (vi) make recommendations for the protection and management of any Aboriginal Site identified by the Survey Team.

9. The Survey Report

- 9.1 The Co-ordinating Anthropologist will in consultation with the Survey Team, prepare a report:
- (a) As per the Guidelines in Attachment 1A where the Survey being conducted is a Site Identification Survey Without Cultural Detail;
 - (b) As per the Guidelines in Attachment 1B where the Survey is a Site Avoidance Survey;
 - (c) Will not include in the report culturally sensitive information; and
 - (d) Without the consent of the GLSC the Miner may not use the information contained in the report to oppose any native title determination application..
- 9.2 The Co-ordinating Anthropologist will provide a reasonable number of copies of the complete report in draft form to the Miner and the GLSC with reasonable opportunity (30 days) to comment on the draft and to raise any concerns and make proposals. The Parties will forward all comments to the Co-ordinating Anthropologist. If a Party does not agree with the comments made by another Party the Parties must consult with each other with a view to resolving the dispute or difference.
- 9.3 The Co-ordinating Anthropologist will prepare a final report (the "Final Report") which shall account for comments made or agreed on under clause 9.2 and forward it to the Parties within 14 days after the expiry of the 30 day period in clause 9.2 or after any dispute has been resolved.
- 9.4 The Co-ordinating Anthropologist will prepare and send to the Department of Indigenous Affairs, Perth a summary of the Final Report within 28 days of its completion. The summary is to be prepared as per the guidelines in Attachment 2.
- 9.5 The Co-ordinating Anthropologist may provide a supplementary report containing any culturally sensitive information as may be volunteered by the Informants to the GLSC or the Authorised Agent, but not to any other person.

- 9.6 The GLSC acknowledge the Final Report will be relied on by the Miner:
- (a) In the case of a Site Avoidance Survey, in conducting Low Impact Activities; and
 - (b) In the case of a Site Identification Survey Without Cultural Detail, in conducting exploration, mining and associated activities so as to avoid disturbance of identified Aboriginal Sites.

10. CONFIDENTIAL INFORMATION

10.1 Cultural Information

- (a) The Final Report will not be disclosed by the Miner to any third party except in accordance with this clause unless the GLSC agrees to its disclosure.
- (b) Where a Final Report contains cultural information obtained during the Site Identification Survey Without Cultural Detail Model the Miner reserves the right (to it and to any Assignee of any interest in any of its Tenements) to use and reproduce that part of the report:
 - (i) for the purpose of making an application in accordance with section 18 of the Aboriginal Heritage Act 1972 (WA); or
 - (ii) with the written consent of the Informants; or
 - (iii) to an actual or bona fide prospective Assignee of any or all of the Tenements or an actual or bona fide prospective joint venturer who has first agreed in favour of the GLSC to be bound by the provisions of this Agreement; or
 - (iv) to employees, agents, contractors and consultants of the Miner for the sole purpose of ensuring that no Aboriginal Sites are interfered with and as far as the information relates only to the location of those Sites; or
 - (v) as required by law.
- (c) All other parts of the Final Report may be used and reproduced by the Miner for any lawful purpose.
- (d) Subject to this clause and any applicable law the Miner acknowledges that ownership of all intellectual property rights in any reports produced during the course of the Survey remain with the GLSC.

11. DURATION AND REVIEW OF AGREEMENT

- 11.1 It is intended that this Agreement continue until it is terminated by either party giving to the other notice of termination, or it is replaced by another agreement.
- 11.2 Despite clause 11.1 the provisions of this Agreement will continue to apply to any Tenements (including any renewals or extensions of term) granted to the Miner during the term of this Agreement
- 11.3 The provisions of this Agreement (other than clauses 10.1) do not apply to the Miner to the extent it ceases to be the holder of any of the Tenements, except in so far as they are relied upon by the GLSC to address any breach of the Agreement which occurred during its currency.
- 11.4 Clause 10.1 survives the expiry or termination of this Agreement.
- 11.5 Any of the provisions of this Agreement may be reviewed at any time by consent.

12. ASSIGNMENT

- 12.1 The Miner may assign the whole or part of its interest in this Agreement to an Assignee or prospective Assignee of the whole or any part of any or all of the Tenements provided that prior to the assignment taking effect the Assignee covenants with the GLSC to be bound by the terms of this Agreement.
- 12.2 If any part of the area of any of the Applications or Tenements become subject to an application for a native title determination registered under section 190 of the NTA then the GLSC shall use its best endeavours to procure the registered native title claimant to assume the obligations of the GLSC under this Agreement in respect of that area.

13. DISPUTE RESOLUTION

- 13.1 If a dispute arises between the Parties in connection with this Agreement:
- (a) Any Party may give notice in writing to the other Party identifying the nature of the dispute.
 - (b) The Parties will consult with each other to attempt to resolve the dispute. If the Parties cannot resolve the dispute within 30 days of service of the notice of dispute or such other time as may be agreed, either Party may refer the dispute to mediation.

- (c) Such mediation is to be conducted by a person agreed upon by the Parties or if the Parties are unable to agree, a person nominated by the President or Acting President of the Law Society of Western Australia.
- (d) In the event that the dispute remains unresolved at the expiration of 28 days from the date of referral to mediation, the Parties may have recourse to general law remedies.

14. NOTICES

- 14.1 A notice, consent or other communication under this Agreement is only effective if it is in writing, signed and either left at the addressee's address or sent to the addressee by mail or facsimile. If it is sent by mail, it is taken to have been received 3 Business Days after it is posted. If it is sent by facsimile, it is taken to have been received when the addressee actually receives it in full and in legible form.
- 14.2 Where a notice, consent or other communication under this Agreement is required to be given to or made with the GLSC, it is deemed to have occurred in accordance with this Agreement once it has been given to or made with the Authorised Agent, if any, or if there is no Authorised Agent, the Principal Legal Officer of the GLSC.
- 14.3 A person's address and facsimile number are those set out below, or as the Party subsequently notifies the other Parties:

[The Miner]

Address: [insert address]

Facsimile number: [insert facsimile number]

Attention:

[Authorised Agent, if any] [name of agent]

Address: [insert address]

Facsimile number: [insert facsimile number]

Attention:

[The GLSC, if no Authorised Agent]

Address: [insert address]

Facsimile number: [insert facsimile number]

Attention:

15. GENERAL

15.1 Governing Law

- (a) This document is governed by the law in force in Western Australia.

15.2 Operation of this document

- (a) Any provision of this Agreement which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Agreement enforceable, unless this would materially change the intended effect of this Agreement.

15.3 Goods and Services Tax

- (a) Words used in this paragraph which are defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the same meaning.
- (b) If a Party makes a supply under or in connection with this Agreement on which GST is imposed (not being a supply which is specifically described as GST inclusive):
 - (i) the consideration payable or to be provided for that supply under this Agreement but for the application of this paragraph ("GST exclusive consideration") is increased by, and the purchaser of that supply must also pay to the vendor an amount equal to the GST payable by the vendor on that supply; and
 - (ii) the amount by which the GST exclusive consideration is increased must be paid to the vendor by the purchaser of that supply without set off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided.

16. COUNTERPARTS

This document may be executed in counterparts.

[EXECUTION PROVISIONS]

Signed by [*insert name*] _____ for and on behalf
of the Goldfields Land & Sea Council (GLSC).

(Signature)

Signatory's Name

Signatory's Position

In the presence of:

Witness Signature

Witness Name

[EXECUTION PROVISIONS]

Signed by [insert signatory's name], (the Miner).

Signatory's position:

In the presence of:

Witness signature

Witness name: [insert name of witness]

**GUIDELINES FOR ABORIGINAL HERITAGE ASSESSMENT SURVEY
REPORTS WHERE SITE IDENTIFICATION MODEL WITHOUT CULTURAL
DETAIL IS USED**

1. Copyright/Confidentiality

Insert a statement to the effect that the report may only be copied in accordance with the Agreement and subject to any other restrictions agreed to by the Miner and the GLSC from time to time.

2. Assessment Personnel

- (a) Author's name in full and occupation and Author's business/company name.
- (b) Full names, gender of Aboriginal participants, if any, and the group they represent, if known.
- (c) Full names, gender of other personnel participating in the assessment and their role.
- (d) Confirmation that the Co-ordinating Anthropologist considers the relevant people to be appropriate to speak for Aboriginal heritage in relation to the area assessed.

3. Assessment Date(s)

Insert the date(s) field work conducted.

4. Details of Potential or Registered Aboriginal Sites recorded during the Assessment and other Assessment Information

- (a) *Details* of the area assessed, ie. tenement numbers "x" to "z" or the "abc" pastoral lease or the area shown on the map contained in the Final Report.
- (b) *Site name and number*, if given to existing sites, and Department of Indigenous Affairs reference number, if known.

- (c) *Site type*, ie. archaeological or ethnographic or both.
- (d) *Grid references*, ie. Eastings and Northings (of the coordinate description eg. AMG/MGA), the AMG Zone (ie. Zone 51) and the type of equipment used – GPS or DGPS or Survey or other.
- (e) *Dimensions*, ie. approximately 10m east – west and 5m north – south.
- (f) *Location*, ie. where the site is located in relation to tenure or significant topographical feature, eg. the northern corner of M36/459 about 100m east of the prominent hill.
- (g) *Description*, ie. rock pool, granite outcrop.
- (h) *Full names* of person(s) who identified site and other persons present when site identified and date site identified.
- (i) *Significance*, if known. Culturally sensitive information shall not be included.

5. Recommendations/Comments

Recommendations regarding the Site, eg. the site is of high or low anthropological significance and must not be disturbed as it may be a site of importance to Aboriginal people or such other recommendations to ensure the protection of the site.

**GUIDELINES FOR ABORIGINAL HERITAGE ASSESSMENT SURVEY
REPORTS WHERE SITE AVOIDANCE MODEL IS USED**

1. Copyright/Confidentiality

Insert a statement to the effect that the report may only be copied in accordance with the Agreement and subject to any other restrictions agreed to by the Miner and the GLSC from time to time.

2. Assessment Personnel

- (a) Author's name in full and occupation and Author's business/company name.
- (b) Full names, gender of Aboriginal participants, if any, and the group they represent, if known.
- (c) Full names, gender of other personnel participating in the assessment and their role.
- (d) Confirmation that the Co-ordinating Anthropologist consider the relevant people to be appropriate to speak for Aboriginal heritage in relation to the area assessed.

3. Assessment Date(s)

Insert the date(s) field inspection conducted.

4. Details of areas where ground disturbing activity should not be undertaken (because of the presence of an Aboriginal site within that area) and other Assessment Information

- (a) *Details* of the area assessed, ie. tenement numbers "x" to "z" or the "abc" pastoral lease or the area shown on the map contained in the Final Report.
- (b) *Description* of any areas where ground disturbing activity should not be carried out because of the presence of an Aboriginal site within that area.

- (c) *Grid references*, ie. Eastings and Northings (of the coordinate description eg. AMG/MGA), the AMG Zone (ie. Zone 51) and the type of equipment used – GPS or DGPS or Survey or other.
- (d) *Dimensions*, ie. approximately 10m east – west and 5m north – south.
- (e) *Location*, ie. where the area is located in relation to tenure or significant topographical feature, eg. the northern corner of M36/459 about 100m east of the prominent hill.
- (f) *Full names* of person(s) who identified the area as culturally significant and other persons present when area identified and date area identified.

**ABORIGINAL HERITAGE INFORMATION TO BE SUBMITTED TO
DEPARTMENT OF INDIGENOUS AFFAIRS**

1. Area Assessed

Insert here basic description of the area assessed.

2. Date(s) of Field Work

Insert here date(s) of field work.

3. Names of Aboriginal Representatives

Insert here either the names of the Aboriginal people participating in the field work and the Aboriginal Community/native title claimant group/representative body they represent.

4. Name(s) of External Consultant/Proponent Personnel conducting Field Work

Insert here the names of the external consultant or proponent personnel who conducted the field work.

5. Details of any Aboriginal Sites or the demarcation of an avoidance area

In the event of a Site Avoidance Survey to determine an area to be avoided by means of a general description of such area accompanied with appropriate dimensions;

or

In the event of a Site Identification Survey Without Cultural Detail:

- (a) *If no Aboriginal site is identified insert here a statement confirming that no potential Aboriginal site was identified; or*

- (b) *If any Aboriginal site is identified insert here general details (that is whether it is an archaeological or ethnographic site together with its accurate grid reference and approximate dimensions and complete the attached standard Department of Indigenous Affairs Aboriginal Site Recording Form.*

The table below describes the type of work allowed as Low Impact Activity.

Category of Impact	Category of Activity
<p>Low Impact Activity</p>	<p>Activities involving no more than minor ground disturbance including:</p> <ul style="list-style-type: none"> • Field mapping • Sampling using hand methods (including panning, metal detecting and hand auguring) • Ground geophysical surveys • Small exploration camps • Reconnaissance in light vehicles • Drilling using hand held rig or rig mounted on 4 wheel vehicle • Drilling using existing access and without the construction of new roads and tracks (plant roots not to be disturbed) <p>or as otherwise agreed to by the parties.</p>

BUDGET

Dated

Item	Quantity	Description eg days	Frequency	Rate \$	Remarks	Amount
1.		Co-ordinating Anthropologist (as per clause 6)				
		travel costs			\$
		organising budget & logistics Days @	\$		\$
		field survey Days @	\$		\$
		report writing Days @	\$		\$
		travel time Days @	\$		\$
2.		Survey Team (as per clause 7.2(a) - choose 1 of the 2 alternatives below)				
		Alternative 1				
	4 to 6	daily fees	... days @	\$300.00	but capped at	\$ or;
		Alternative 2				
	4 to 6	an agreed lump sum	however many days the survey takes		all inclusive	\$
3.		Logistical support (as per clause 7.2(b) if logistical support not provided by the Miner)				
		food allowance	... days @	\$		\$
		hire of 4WD, incl. Insurance,				\$
		fuel for hire vehicles				\$
		Private Vehicle 2WD				
		Kil allowance Kms@	0.26	all inclusive	\$
		Private vehicle 4WD				
		Kil allowance Kms@	0.52	all inclusive	\$

Page 1	subtotal carried forward	\$.....
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4. Administration fee (as per clause 7.2(c))

Day 1	\$350
Day 2, if a second days field work is undertaken	\$150
Day 3, if a third day's field work is undertaken	\$150

5. BUDGET TOTAL	\$.....
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Budget total to be paid by the Miner as follows:

.....% of Administration fee (item 4) payable on budget approval;

.....% of Logistical Support (item 3) payable prior to commencement of Survey;

Survey Team (item 2) payable upon completion of field work;

Balance of Administration fee (item 4), Logistical Support (item 3) and Co-ordinating Anthropologist fees (item 1) payable upon delivery of Final Report and final account.

GST COMPLIANT INVOICING REQUIRED FOR ALL PAYMENT REQUESTS

APPLICATIONS

If this Attachment 5 is completed by the Miner then this Agreement shall only extend to the listed applications for mining and general purpose leases, exploration, prospecting, miscellaneous and retention licences.

The Miner has made the following applications for mining and general purpose leases, exploration, prospecting, miscellaneous and retention licences as the case may be and declares this Agreement shall only extend to them:

[insert tenement type and numbers (see note below)]

[Miner to insert here tenement type and application numbers if it intends this Agreement to only extend to the specified applications]

If this Attachment 5 is not completed by the Miner then this Agreement shall extend to all applications for mining and general purpose leases, exploration, prospecting, miscellaneous and retention licences applied for by the Miner from time to time under the Mining Act over the Agreement Area for the duration of this Agreement.