

**Port of Gladstone
Gatcombe and Golding Cutting
Channel Duplication Project**

Environmental Impact Statement



Gladstone Ports Corporation
Growth. Prosperity. Community.

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**Appendix M
Cultural heritage protocol**

Cultural Heritage Protocol

King & Wood Mallesons
Level 33
Waterfront Place
1 Eagle Street
Brisbane QLD 4000
Australia
T +61 7 3244 8000
F +61 7 3244 8999
DX 311 Brisbane
www.kwm.com

Cultural Heritage Protocol

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Recitals

- A** The Native Title Party is the Aboriginal Party for the ILUA Area.
- B** The Proponent manages and operates the Port of Gladstone, Queensland's largest multi-commodity port, including the Gladstone Marina and its recreational parklands. The Proponent also manages and operates the Port of Rockhampton (Port Alma Shipping Terminal) and the Port of Bundaberg.
- C** The Proponent seeks to carry out the Project. The Parties acknowledge that the Project has the potential to affect Aboriginal Cultural Heritage which may exist within the ILUA Area.
- D** The Parties wish to ensure that the Project is conducted in a manner that is compliant with the Cultural Heritage Protection Provisions, including the Cultural Heritage Duty of Care.
- E** The Parties have therefore agreed to the terms of this CHP to ensure that harm to any Aboriginal Cultural Heritage within the ILUA Area is avoided or minimised, with a view to sustaining a relationship of cooperation between the Parties.
- F** The ILUA provides for Developers and Contractors to become bound as a Participant to act under the CHP provisions of the ILUA.

General terms

1 Defined Terms and interpretation

1.1 Defined Terms

Aboriginal Cultural Heritage has the meaning given to that term in the ACHA.

Aboriginal Party has the meaning given to that term in the ACHA.

Aboriginal Party Representative means the Service Provider as agent for the Native Title Party, unless the Service Provider has not been notified to the Proponent by the Native Title Party, in which case the Aboriginal Party Representative is the Native Title Party.

Aboriginal Tradition means the body of traditions, observances, customs, laws and beliefs of Aboriginal people generally or of a particular group of Aboriginal people, and includes any such traditions, laws, observances, customs and beliefs relating to particular persons, places, areas of land or water, things or relationships.

ACHA means the *Aboriginal Cultural Heritage Act 2003* (Qld).

Agreed Recommendations means the measures set out in Part A of Annexure 1 for the management of Aboriginal Cultural Heritage in the Initial Survey Areas which were agreed under the Existing CHMPs based upon the findings set out in the Initial Survey Reports.

Breach means any act or omission in contravention of this CHP.

Business Day means:

- (a) for receiving a notice under paragraph 16, a day that is not a Saturday, Sunday, public holiday or bank holiday in the place where the notice is sent; and
- (b) for all other purposes, a day that is not a Saturday, Sunday, bank holiday or public holiday in Brisbane, Queensland.

CHMP means a cultural heritage management plan that complies with Part 7 of the ACHA.

CHP means this Cultural Heritage Protocol.

CHP Deed means the deed poll contained in Schedule 4 of the ILUA which proposed Developers and proposed Contractors may execute at their option for the purpose of receiving the benefit of and being bound by the terms of this CHP.

CHP Register has the meaning given to that term in paragraph 2.5.

Commencement Date has the meaning given that term in the ILUA.

Contact Officer has the meaning given to that term in paragraph 4.2.

Contractor means a person appointed as a contractor by the Proponent or a Developer for the development, design, construction, establishment or implementation of any part of the Project.

Cultural Heritage Coordinators means Cultural Heritage Field Officers who have detailed knowledge of Aboriginal Tradition and Aboriginal Cultural Heritage and sufficient authority to make decisions regarding the proper identification and protection of Aboriginal Cultural Heritage, who are responsible for day to day coordination of Cultural Heritage Field Officers and who can provide advice in-situ during processes under this CHP.

Cultural Heritage Duty of Care means the requirement that a person who carries out an activity must take all reasonable and practicable measures to ensure the activity does not harm Aboriginal Cultural Heritage, as provided for in section 23(1) of the ACHA.

Cultural Heritage Field Officer Report Form means the form contained in Annexure 4.

Cultural Heritage Field Officers means members of the Native Title Claim Group who are:

- (a) over 18 years of age;
- (b) recognised by their peers as having the knowledge and responsibility to make decisions regarding the proper identification and management of Aboriginal Cultural Heritage; and
- (c) nominated by the Project Coordinator to manage Aboriginal Cultural Heritage in the ILUA Area in accordance with this CHP.

Cultural Heritage Induction has the meaning given to that term in paragraph 9(b)(ii).

Cultural Heritage Induction Convenor means the Native Title Claim Group member nominated from time to time by the Project Coordinator, who will present the Aboriginal Cultural Heritage induction in accordance with paragraph 9 of this CHP.

Cultural Heritage Module has the meaning given to that term in paragraph 9(b)(i).

Cultural Heritage Protection Provisions means the provisions contained in sections 23, 24, 25 and 26 of the ACHA.

Developer means a developer of one or more Terminals or other elements of the Project (other than the Proponent) in the ILUA Area.

Dispute means a disagreement relevant to the obligations of a Party arising under this CHP.

Dispute Notice has the meaning given to that term in paragraph 13.3.

Existing CHMPs means:

- (a) the 'Cultural Heritage Management Plan Agreement – Fisherman's Landing Expansion Project, Gladstone' between the Proponent and Selwyn Appo, Leigh Blackman, Lynette Booth, Stephen Collins, Maureen Eggmolesse, Rayleen Goltz, Tony Johnson, Dean Sarra, Neola Savage, Michelle Smith, Maxine Thompson, Netta Tyson, Malcolm Walker and

Michael Williams (being the then Registered Native Title Claimants), dated in or about December 2009; and

- (b) the 'Cultural Heritage Management Plan Agreement – Western Basin Dredging and Disposal Project, Gladstone' between the Proponent, Selwyn Appo, Leigh Blackman, Lynette Booth, Stephen Collins, Maureen Egmolesse, Rayleen Goltz, Tony Johnson, Dean Sarra, Neola Savage, Michelle Smith, Maxine Thompson, Netta Tyson, Malcolm Walker and Michael Williams (being the then Registered Native Title Claimants), and Chantelle Johnson, Matthew Johnson, Duane Johnson, Anne-Marie Johnson, Naomi Johnson, Jason Johnson, Richard Johnson, Lindsay Johnson and Jacqueline Johnson, dated on or about 20 October 2010.

Fisherman's Landing Area means the area of that name delineated by a map in Part B of Annexure 1.

Further Notice Period has the meaning given to that term in paragraph 7.3(d).

Future Survey means a Survey of a New Infrastructure Area conducted in accordance with paragraph 7.

Future Survey Report means a report, drafted following a Future Survey, which includes:

- (a) an assessment of Aboriginal Cultural Heritage in the New Infrastructure Area;
- (b) an assessment of the impacts of the New Infrastructure Work Program upon Aboriginal Cultural Heritage in the New Infrastructure Area; and
- (c) any recommendations for avoidance or minimisation of harm to such Aboriginal Cultural Heritage.

Ground Disturbance Activities means:

- (a) disturbance by machinery of the topsoil or surface rock layer of the ground, such as grubbing, ploughing, drilling or dredging;
- (b) the removal of native vegetation by disturbing root systems and exposing underlying soil; and
- (c) substantial pruning or removal of mature native vegetation.

in the ILUA Area by a Participant or its agents, contractors or sub-contractors, but does not include:

- (d) the flattening or compaction of vegetation by vehicles if the vegetation remains living; or
- (e) the slashing or mowing of vegetation by vehicles to facilitate access via existing tracks.

Human Remains Guidelines means the guidelines gazetted under the ACHA, which are set out at Annexure 7.

ILUA means the Indigenous Land Use Agreement entered into between the Proponent, the Native Title Party and the State, to which this CHP is included as a Schedule.

ILUA Area means areas as described in Item 1 Schedule 1 ("description") and delineated by a map in Item 2 of Schedule 2 ("map") of the ILUA.¹

ILUA Implementation Committee means the committee of that name established by the Proponent and the Native Title Party to manage and implement aspects of the ILUA.

Independent Expert means a suitably qualified and experienced anthropologist or archaeologist agreed by the Aboriginal Party Representative and a Participant for purposes under this CHP, or in the absence of agreement, such person who is nominated by the President of the Australian Association of Consultant Archaeologists Inc or the President of the Australian Anthropological Society (as the case may be) who has not previously been contracted by or on behalf of the Aboriginal Party Representative or any Participant for any purposes in relation to the ILUA Area.

Initial Survey Areas means those parts of the ILUA Area which are the subject of the Initial Survey Reports.

Initial Survey Reports means the following reports:

- (a) Archaeo Cultural Heritage Services '*Cultural Heritage Survey – Fisherman's Landing Wharf Northern Reclamation Project, Gladstone, Central Queensland*', June 2009; and
- (b) Archaeo Cultural Heritage Services '*Cultural Heritage Survey – Western Basin Strategic Dredging and Disposal Project, Gladstone, Central Queensland*', August 2009.

Methodology means the methodology for undertaking Future Surveys developed and agreed by the Aboriginal Party Representative and a Participant from time to time under paragraph 7.4.

Mitigation Measures means measures to avoid or minimise harm to Aboriginal Cultural Heritage in a New Infrastructure Area as agreed by the Aboriginal Party Representative and a Participant under paragraph 7.7.

Monitoring means supervision by Cultural Heritage Field Officers and Cultural Heritage Coordinators of Ground Disturbance Activities being carried out in the ILUA Area.

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

Native Title Claim Group means all those individuals who are described as the Registered Native Title Claimants together with those individuals who authorised the Registered Native Title Claimants to bring the Port Curtis Coral Coast People Native Title Determination Application (QUD6026/2001; QC2001/029) in accordance with the Native Title Act.

Native Title Determination Application means an application brought under section 61 of the Native Title Act.

Native Title Party means the persons comprising the Registered Native Title Claimants from time to time and who, at the Commencement Date, are Kerry Blackman, Dean Sarra, Lurleen Blackman, Richard Johnson, Nat Minniecon, Matthew Cooke and Neville Johnson on their own behalf and on behalf of the Native Title Claim Group.

¹ The Proponent will prepare a standalone version of this CHP, together with the description and maps of the ILUA Area, for provision to Participants other than the Proponent.

New Discovery means a discovery of Aboriginal Cultural Heritage during the conduct of the Project that was not otherwise identified in an Initial Survey Report or Future Survey Report.

New infrastructure means any infrastructure or works associated with the Project that is proposed to be constructed in the ILUA Area.

New Infrastructure Area means an area within the ILUA Area where New Infrastructure is proposed to be located, which is not an Initial Survey Area, an area where a Future Survey has already been conducted and for which Mitigation Measures have been developed, or an area which has previously been the subject of Ground Disturbance Activities or is otherwise the subject of existing port facilities, infrastructure or improvements.

New Infrastructure Work Program has the meaning given to that term in paragraph 7.3(a)(ii).

Notice has the meaning given to that term in paragraph 16.1.

Participant means:

- (a) the Proponent; or
- (b) a Developer or a Contractor that executes and delivers to the Proponent and the Aboriginal Party Representative a CHP Deed.

Port Related Purposes means purposes which are necessary, ancillary, usual or incidental to the development, extension, use, operation, maintenance and repair of a port.

Project means all operations proposed or which may be undertaken relating to the construction, operation and maintenance of infrastructure that facilitates the transportation of Product, or is otherwise for Port Related Purposes, within the ILUA Area, including:

- (a) a Terminal;
- (b) resource, energy, processing, manufacturing and other industry uses of and at the Terminal and additional berths or tranches of Terminal capacity;
- (c) rail infrastructure;
- (d) loading or unloading infrastructure and facilities (including rail loading or unloading 'pit' or other infrastructure and facilities);
- (e) conveyors;
- (f) launch sites;
- (g) other shipping facilities;
- (h) wharfage/docking facilities;
- (i) tug facilities;
- (j) settlement ponds;
- (k) petroleum, oil or gas pipelines;
- (l) reclamation; and

- (m) any works, operations and infrastructure necessary, ancillary, usual or incidental to investigate, implement, develop, construct, install, operate, maintain, repair, replace, further develop, decommission, remove or relocate the structures and works comprising or incidental to the matters referred to in paragraphs (a) to (l) of this definition, including:
 - (i) access roads, haul roads or bridges, groyne walls, power lines, telecommunication lines, water pipelines and associated infrastructure, sewerage pipelines and associated infrastructure, other utility infrastructure, navigational equipment or aids, office or accommodation buildings, camps and any other building or structures, quarries, laydown areas and stockpiles;
 - (ii) land and vegetation clearing;
 - (iii) environmental rehabilitation and flora and fauna management;
 - (iv) dredging and tidal works, including dredge channels and swing basins, and the disposal of dredged material; and
 - (v) geotechnical investigations and surveys, including the conduct of seismic surveys, surveys for sand and gravel sources, the undertaking of drilling and test pitting.

Project Coordinator means a member of the Native Title Claim Group, recognised by their peers as a person with the knowledge and responsibility to make decisions regarding Aboriginal Cultural Heritage, appointed by the Aboriginal Party Representative to undertake the roles and responsibilities set out in paragraph 4.2 and elsewhere in this CHP.

Proponent means Gladstone Ports Corporation Limited ACN 131 965 896

Quarter means a period of three consecutive calendar months commencing on 1 January, 1 April, 1 July and 1 October.

Receiving Participant has the meaning given to that term in paragraph 2.2(a)(i).

Reclamation Area means the aggregate of the "Western Basin Nominal Reclamation Area" and the "Proposed Fishermans Landing Northern Expansion" as set out in a map in Part B of Annexure 1.

Registered Native Title Claimant means the Registered Native Title Claimant for the Port Curtis Coral Coast People Native Title Determination Application QUD6026/2001; QC2001/029.

Review Period has the meaning given to that term in paragraph 7.6(a)(iv)

Salvage means any or all of collecting, bagging, tagging, recording, cataloguing, salvage or moving of Aboriginal cultural heritage, including a Significant Aboriginal Object, from its location to another location and may include activities such as archaeological excavation, and **Salvaging** has a corresponding meaning.

Service Provider means the corporation nominated by the Native Title Party from time to time.

Significant Aboriginal Area means an area of particular significance to Aboriginal people because of either or both of the following:

- (a) Aboriginal Tradition;

- (b) the history, including contemporary history, of the Native Title Claim Group.

Significant Aboriginal Object means an object of particular significance to Aboriginal people because of either or both of the following:

- (a) Aboriginal Tradition;
- (b) the history, including contemporary history, of any Native Title Claim Group.

State means the State of Queensland acting through the Department of Natural Resources and Mines.

Survey means a survey to identify and record Aboriginal Cultural Heritage in the ILUA Area.

Technical Adviser means Simon Gall or Michael Strong, or such other archaeologist or anthropologist from time to time who provides professional advice to the Aboriginal Party Representative and, where applicable, a Participant in relation to Aboriginal Cultural Heritage or otherwise providing technical assistance in relation to matters under this CHP.

Terminal means a berth or tranche of terminal capacity, which may also include any or all of dedicated loading and unloading facilities (whether rail or otherwise), handling and stockpile areas, conveyors between stockpile areas, offshore jetty structures, and other supporting infrastructure.

Timesheet means the form contained in Annexure 3.

Western Basin Area means the area of that name delineated by a map in Part B of Annexure 1.

1.2 Interpretation

In this CHP, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a paragraph or annexure is to a paragraph of, or Schedule or annexure to, this CHP, and a reference to this CHP includes any annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to **A\$, \$A, dollar** or **\$** is to Australian currency;
- (f) a reference to time is to Brisbane, Australia time;
- (g) a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;

- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments and re-enactments of any of them, and if a reference is to legislation that is repealed, includes the legislation which repeals and replaces it;
- (j) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (k) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (l) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (m) a rule of construction does not apply to the disadvantage of a Party because the Party was responsible for the preparation of this CHP or any part of it; and
- (n) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

2 Application of CHP

2.1 General

- (a) The Parties acknowledge that the Native Title Party is the Aboriginal Party for the ILUA Area.
- (b) The purpose of this CHP is to ensure that a Participant complies with the Cultural Heritage Protection Provisions through complying with this CHP.
- (c) The Native Title Party acknowledges and agrees that a Participant will be compliant with the Cultural Heritage Duty of Care if it acts under the provisions of this CHP.
- (d) This CHP covers the protection and management of all Aboriginal Cultural Heritage in the ILUA Area for the purposes of the Project, and all activities undertaken for, or in relation to, the Project by:
 - (i) the Aboriginal Party Representative and its employees, agents or contractors; and
 - (ii) a Participant and its employees, agents or contractors.
- (e) The Service Provider will act as the agent of the Native Title Party and the Native Title Claim Group in exercising the rights and performing the obligations ascribed to the Aboriginal Party Representative under this CHP, for the purposes of the ACHA.
- (f) In this CHP, a reference to a Party means the Aboriginal Party Representative or the relevant Participant.

2.2 Application between Participants

- (a) The Parties agree that:

- (i) each Participant will share the reports, data and other results of a Survey conducted for the benefit of that Participant, with another Participant (**Receiving Participant**) upon the request of the Receiving Participant, provided the Receiving Participant will be conducting Ground Disturbance Activities in the area the subject of the Survey and the Ground Disturbance Activities will be similar in nature to the type of Ground Disturbance Activities in anticipation of which the Survey was conducted;
 - (ii) the Agreed Recommendations are binding on all Participants;
 - (iii) Mitigation Measures which are agreed prior to a Participant becoming bound by this CHP that relate to an area in which that Participant proposes to conduct the Project will bind that Participant;
 - (iv) Mitigation Measures developed by other Participants after a Participant becomes bound by this CHP will not bind that Participant, provided that prior to undertaking Ground Disturbance Activities in a particular part of the ILUA Area, that Participant complied with paragraph 7 or paragraph 8 in the relevant part of the ILUA Area.
- (b) The Parties acknowledge that:
- (i) subject to any express provisions of this CHP to the contrary, this CHP creates separate and several obligations between each Participant and the Aboriginal Party Representative; and
 - (ii) no Participant will be liable for the acts or omissions of any other Participant and the Aboriginal Party Representative must continue to perform its obligations under this CHP in favour of a Participant, notwithstanding any Breach by another Participant.

2.3 Laws Still Apply

In addition to this CHP, all laws relating to the protection and management of Aboriginal Cultural Heritage continue to apply to the Project. However, the Parties agree to take all reasonable steps to exhaust the procedures set out in this CHP before having resort to other avenues for the protection and management of Aboriginal Cultural Heritage, including under Part 3 Divisions 1 and 4 of the ACHA, the *Land Court Act 2000* (Qld) or the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984* (Cth).

2.4 No Secret or Sacred Information

The Parties acknowledge that, except as expressly stated in this CHP, this CHP does not contain any information protected in accordance with section 29 of the ACHA and that the Aboriginal Party Representative shall be the sole judge of whether knowledge or information, whether currently known or identified or acquired in the future, is of a secret or a sacred nature.

2.5 CHP Register

The ILUA Implementation Committee will maintain a register containing:

- (a) the CHP;
- (b) the Initial Survey Reports;
- (c) any Future Survey Reports; and

(d) Mitigation Measures,

(CHP Register) which will be accessible by each of the Aboriginal Party Representative, the Native Title Party and the Participants for the purpose of implementing this CHP and, at the Proponent's discretion, it will consider assisting the Native Title Party with the development of a GIS layer and linked cultural heritage database.

3 Objectives of CHP

The Parties affirm that they have developed or entered into this CHP (as applicable) in a spirit of goodwill that will achieve suitable outcomes over the complete life of the Project. The objectives of this CHP are to establish suitable mechanisms to avoid or minimise harm to Aboriginal Cultural Heritage by:

- (a) providing guidance to the Participants and their employees, contractors and agents in the identification, protection and management of Aboriginal Cultural Heritage during the construction and operational phases of the Project;
- (b) providing the basis for site inductions provided to Participant employees, contractors and agents;
- (c) providing the necessary information and requirements for recognition of Aboriginal Cultural Heritage and the respect for Aboriginal knowledge, culture and traditions;
- (d) outlining a clear and agreed process for the Participants and the Aboriginal Party Representative to manage items of Aboriginal Cultural Heritage significance, including New Discoveries;
- (e) providing a basis for the inclusion of Aboriginal Cultural Heritage in Project management decisions and planning;
- (f) outlining processes for ongoing effective communication between the Participants and the Native Title Claim Group throughout the life of the Project;
- (g) providing the Native Title Claim Group with an acceptable level of comfort that items of Aboriginal Cultural Heritage significance within the ILUA Area will be suitably protected and managed;
- (h) recognising Aboriginal people as the primary guardians, keepers and knowledge holders of Aboriginal Cultural Heritage; and
- (i) ensuring that Project activities proceed with minimum delay or impediment.

4 Roles and Responsibilities

4.1 General

This paragraph 4 is to be read in conjunction with the roles and responsibilities outlined elsewhere in this CHP.

4.2 Roles and Responsibilities of the Project Coordinator

- (a) The Project Coordinator is responsible for:

- (i) overall management and coordination of Surveys conducted under this CHP;
 - (ii) appointing the Cultural Heritage Coordinators, Cultural Heritage Field Officers, and Cultural Heritage Induction Convenor;
 - (iii) liaising with the Technical Advisor, where one is appointed;
 - (iv) performing the role of Contact Officer on behalf of the Aboriginal Party Representative and acting as a point of contact with the Participants' Contact Officers; and
 - (v) providing the relevant Participant with Future Survey Reports.
- (b) The Project Coordinator shall:
- (i) use all reasonable endeavours to meet all reasonable timetables set by each Participant in respect of the Project;
 - (ii) provide all information that is reasonably required by the Cultural Heritage Field Officers, Contact Officers, the ILUA Implementation Committee or a Participant to implement any element of this CHP;
 - (iii) assist each Participant to implement this CHP and the Project generally, where such Participant is acting in accordance with this CHP;
 - (iv) comply with any policies or rules established by each Participant for the Project which are not inconsistent with this CHP;
 - (v) ensure that all Cultural Heritage Field Officers attend and complete any site or Project inductions required in accordance with each Participant's legal obligations and policies, prior to carrying out their obligations and responsibilities, as contemplated by paragraph 6.3; and
 - (vi) nominate and make available at the rostered times the Cultural Heritage Field Officers required to:
 - (A) implement the Agreed Recommendations or Mitigation Measures; and
 - (B) perform the activities and responsibilities outlined in paragraph 10.

4.3 Roles and Responsibilities of Contact Officers

- (a) The Project Coordinator and an officer to be appointed by each Participant (each a **Contact Officer**) may fulfil any obligations under this CHP on behalf of the Party that the Contact Officer represents, including providing notices or information or respond to notices or requests for information.
- (b) The Parties are entitled to rely upon advice provided by a Contact Officer as the informed and final decision of the Party the Contact Officer represents, and any advice provided by a Contact Officer will bind the Party the Contact Officer represents to act in accordance with the terms of the advice provided.

- (c) The Contact Officers will be responsible for the ongoing management of this CHP, including for:
 - (i) development of the Methodology for Future Surveys (with the assistance of a Technical Advisor where reasonably required and with the agreement of the Parties);
 - (ii) development of the Mitigation Measures arising from Future Surveys (with the assistance of a Technical Advisor where reasonably required and with the agreement of the Parties);
 - (iii) briefings on the proposed conduct of the Project (with the assistance of a Technical Advisor where reasonably required and with the agreement of the Parties),
 - (iv) the development and implementation of a protocol for access to the ILUA Area by members of the Native Title Claim Group for purposes including the inspection and maintenance of Aboriginal Cultural Heritage;
 - (v) Dispute resolution in accordance with paragraph 13; and
 - (vi) other coordination and consultation as required for the purposes of this CHP.
- (d) The Contact Officers will reach agreement regarding a roster for the attendance of the Cultural Heritage Field Officers required under the Agreed Recommendations or the Mitigation Measures (as applicable) at the ILUA Area within 5 Business Days of the date upon which a Participant refers the matter to the Contact Officers for consideration.
- (e) The Contact Officers shall report to the ILUA Implementation Committee about the operation of this CHP and the activities conducted under it in the form, and at the intervals, determined from time to time by the ILUA Implementation Committee.

4.4 Roles and Responsibilities of a Participant

Each Participant agrees to:

- (a) perform their obligations under this CHP;
- (b) provide all information that is reasonably required to allow the Cultural Heritage Field Officers, the Aboriginal Party Representative, the Contact Officers or the ILUA Implementation Committee to implement any element of this CHP;
- (c) assist the Project Coordinator, Cultural Heritage Field Officers and Aboriginal Party Representative to carry out all elements of this CHP and comply with policies or rules established by that Participant for the Project;
- (d) when agreed by the Participant and the Aboriginal Party Representative (acting reasonably), provide any necessary resources and information to enable the Technical Adviser to assist the Project Coordinator and Aboriginal Party Representative during the Project; and
- (e) ensure that all personnel and contractors (excluding any Contractor that is a Participant) are aware of their responsibilities under this CHP, including by ensuring that such key personnel and contractors involved

in the conduct of Ground Disturbance Activities attend an Aboriginal Cultural Heritage Induction in accordance with paragraph 9;

- (f) only conduct Ground Disturbance Activities in:
 - (i) those parts of the ILUA Area that have previously been the subject of Ground Disturbance Activities or are otherwise the subject of existing port facilities, infrastructure or improvements; and
 - (ii) in any other part of the ILUA Area where the Project Coordinator has given a Participant a Notice under paragraph 7.1(a),and otherwise in accordance with:
 - (iii) the applicable Agreed Recommendations if in an Initial Survey Area; and
 - (iv) if in a New Infrastructure Area, the applicable Mitigation Measures;.
- (g) ensure that the Agreed Recommendations, and the Mitigation Measures applicable to that Participant are fully implemented; and
- (h) make the payments provided for in this CHP to the Aboriginal Party Representative within the timeframes set out in this CHP.

4.5 Roles and Responsibilities of the Aboriginal Party Representative

- (a) The Aboriginal Party Representative agrees to:
 - (i) appoint and supervise the Project Coordinator;
 - (ii) use all reasonable endeavours to meet all reasonable timetables set by each Participant in respect of the Project;
 - (iii) provide all information that is reasonably required by the Project Coordinator, Cultural Heritage Field Officers, the ILUA Implementation Committee or a Participant to implement any element of this CHP;
 - (iv) assist each Participant to implement this CHP and the Project generally, where such Participant is acting in accordance with this CHP;
 - (v) not, and procure that all members of the Native Title Claim Group will not, attempt to delay or obstruct a Participant in the conduct of the Project if a Participant is acting in accordance with this CHP; and
 - (vi) comply with any policies or rules established by each Participant for the Project which are not inconsistent with this CHP.
- (b) The Aboriginal Party Representative will use their best endeavours to procure that the conduct of its representatives and members of the Native Title Claim Group under this CHP will not unreasonably interfere with the ongoing operational activities of each Participant.

5 ILUA Implementation Committee

5.1 CHP Purpose of ILUA Implementation Committee

The ILUA Implementation Committee:

- (a) will review the operation of this CHP, on or about each anniversary of the Commencement Date in the first two years after the Commencement Date, and thereafter every three years on or about the anniversary of the Commencement Date or as otherwise agreed between the Parties; and
- (b) is responsible for managing and maintaining the CHP Register.

5.2 Membership and Meetings

- (a) Subject to the remainder of this paragraph 5, each Participant (other than the Proponent) may appoint two representatives to participate as members to the ILUA Implementation Committee in addition to the membership of the ILUA Implementation Committee as provided for under the ILUA.
- (b) The representatives of a Participant (other than the Proponent) are entitled to attend meetings and to participate in the business of the ILUA Implementation Committee only to the extent that any such meeting or business relates to that Participant's compliance with this CHP.
- (c) The representatives of the Proponent are entitled to attend meetings of the ILUA Implementation Committee as an observer only where the business of such a meeting relates only to the compliance of a Participant (other than the Proponent) with this CHP. However, no other Participant may attend a ILUA Implementation Committee meeting the business of which does not relate to their own compliance with this CHP.
- (d) The entitlement of each Participant (other than the Proponent) to have a representative as a member of the ILUA Implementation Committee will continue until the completion of work required to be undertaken in accordance with this CHP by that Participant and as notified in writing by that Participant to the other members of the ILUA Implementation Committee.
- (e) The Aboriginal Party Representative may request that the Technical Adviser attend a meeting of the ILUA Implementation Committee where the Technical Adviser's attendance will reasonably assist with the discussion of any of the matters set out in paragraphs 4.3(e) and 5.1, and the relevant Participant will not unreasonably withhold agreement to such a request.
- (f) A Participant will fund the costs of ILUA Implementation Committee meetings (including the costs of the members of the ILUA Implementation Committee who are appointed on behalf of the Aboriginal Party Representative) in accordance with Annexure 2, pro rata with the extent to which such meetings deal with business relating to their own compliance with this CHP.

6 Cultural Heritage Field Officers

6.1 Nomination

The Aboriginal Party Representative must ensure that there is, and remains, a sufficient pool of Cultural Heritage Field Officers available to undertake the roles and responsibilities set out in paragraph 6.2 and to replace any Cultural Heritage Field Officer who is unable to undertake his or her duties under this CHP due to illness, fulfilment of cultural obligations or otherwise.

6.2 Obligations and responsibilities

The Aboriginal Party Representative will use their best endeavours to procure that the Project Coordinator and Cultural Heritage Field Officers:

- (a) comply with the requirements of this paragraph 6;
- (b) participate in Future Surveys in accordance with paragraph 7;
- (c) implement the Agreed Recommendations and the Mitigation Measures in accordance with this CHP;
- (d) deal with discoveries of human remains and New Discoveries in accordance with paragraph 10;
- (e) participate in the process in relation to an alleged Breach in accordance with paragraph 11;
- (f) generally adhere to any policies or rules established by each Participant for the Project which are not inconsistent with this CHP.

6.3 Pre-requisite training

- (a) Prior to a Cultural Heritage Field Officer entering onto the ILUA Area to undertake any work required for the purposes of this CHP, a Cultural Heritage Field Officer:
 - (i) must undertake any Project induction;
 - (ii) must successfully complete any:
 - (A) on-the-job training;
 - (B) health and safety training; or
 - (C) medical testing,reasonably required by a Participant prior to commencing work; and
 - (iii) may be required to undertake specific site inductions, the conduct of which shall be at the cost of the relevant Participant.
- (b) If any Cultural Heritage Field Officer fails to comply with any of the requirements in paragraph 6.3(a), then:
 - (i) the relevant Participant, acting reasonably and in accordance with paragraph 6.5, may direct the Project Coordinator to:

- (A) remove the relevant Cultural Heritage Field Officer from the relevant part of the ILUA Area; and
- (B) appoint another Cultural Heritage Field Officer to attend the relevant part of the ILUA Area (who must be able to comply with paragraph 6.3(a)); and
- (ii) the Project Coordinator must, on receiving a direction from the relevant Participant under paragraph 6.3(b)(i):
 - (A) direct the Cultural Heritage Field Officer to leave the relevant part of the ILUA Area; and
 - (B) appoint a substitute Cultural Heritage Field Officer in accordance with paragraph 6.5.

6.4 Health and Safety

- (a) The Aboriginal Party Representative acknowledges that each Participant has legal obligations in relation to health and safety.
- (b) At all times that the Cultural Heritage Field Officers are in the ILUA Area for the purpose of this CHP they must:
 - (i) take all reasonable precautions to ensure that they and all other persons participating in the processes set out in this CHP remain free from injury;
 - (ii) comply with all laws and regulations in relation to health and safety, follow all reasonable directions of the relevant Participant's personnel regarding health and safety issues and comply with the relevant Participant's health and safety protocols, policies and plans;
 - (iii) dress appropriately, and comply with a Participant's personal protection equipment requirements, including by wearing long sleeved shirts, long legged pants and steel capped boots (to be provided by the Cultural Heritage Field Officers);
 - (iv) remain completely free of the effects of illegal drugs and alcohol and submit to any drug and/or alcohol tests carried out by a Participant in accordance with its established drug and alcohol policies;
 - (v) be of a level of fitness required to enable them to participate in the processes set out in this CHP; and
 - (vi) behave in a manner that is not offensive, intimidating, threatening or otherwise prejudicial to any other person including any other Aboriginal Party Representative.
- (c) If:
 - (i) a Cultural Heritage Field Officer does not comply with a requirement in paragraph 6.4(b); and
 - (ii) the Cultural Heritage Field Officer's non-compliance poses a risk to any of a Participant's compliance with its obligations, or otherwise exposes a Participant to risk of prosecution or civil liabilities,

then:

- (iii) that Participant, acting reasonably and in accordance with paragraph 6.5, may direct the Project Coordinator to:
 - (A) remove the relevant Cultural Heritage Field Officer from the relevant part of the ILUA Area; and
 - (B) appoint another Cultural Heritage Field Officer to attend the relevant part of the ILUA Area; and
- (iv) the Project Coordinator must, on receiving a direction from the relevant Participant under paragraph 6.4(c)(iii):
 - (A) direct the Cultural Heritage Field Officer to leave the relevant part of the ILUA Area; and
 - (B) appoint a substitute Cultural Heritage Field Officer in accordance with paragraph 6.5.
- (d) The Aboriginal Party Representative acknowledges and agrees that for the purposes of a Participant complying with its health and safety obligations, a representative of the Participant may accompany Cultural Heritage Field Officers and any other person who is involved in a process under this CHP on behalf of the Aboriginal Party Representative at all times when such persons are attending upon the ILUA Area.

6.5 Ground Disturbance Activities to proceed

- (a) A Participant Contact Officer must promptly notify the Project Coordinator by telephone in the event that a Cultural Heritage Field Officer:
 - (i) does not attend the relevant part of the ILUA Area within one hour of the scheduled commencement of Ground Disturbance Activities under a roster for the implementation of Agreed Recommendations or Mitigation Measures agreed by the Contact Officers under clause 4.3(d); or
 - (ii) is to be removed from the relevant part of the ILUA Area in accordance with paragraph 6.3(b) or paragraph 6.4(c).
- (b) The Project Coordinator must appoint a substitute Cultural Heritage Field Officer to attend the relevant part of the ILUA Area within 1 hour (or such other reasonable period agreed by the Parties) of receiving telephone notice from the relevant Participant Contact Officer under paragraph 6.5(a).
- (c) If:
 - (i) no Cultural Heritage Field Officer is appointed and attends the relevant part of the ILUA Area within the timeframe set out in paragraph 6.5(b) or as otherwise agreed between the Project Coordinator and the relevant Participant Contact Officer; or
 - (ii) the Project Coordinator is unable to, or otherwise does not, meet the requirements of paragraph 6.6,

the Participant Contact Officer may direct that Ground Disturbance Activities proceed in the absence of a Cultural Heritage Field Officer.

- (d) A Participant proceeding with Ground Disturbance Activities in accordance with paragraph 6.5(c) shall:
 - (i) take such steps that are reasonable in the circumstances to avoid harm to Aboriginal Cultural Heritage, including complying with paragraph 10 in relation to any New Discoveries; and
 - (ii) provide an opportunity for Cultural Heritage Field Officers who subsequently attend the relevant part of the ILUA Area to perform their assigned role if, in the Participant's reasonable opinion, circumstances allow for this.

6.6 Insurance

The Aboriginal Party Representative must obtain and maintain the necessary public liability, motor vehicle and workers compensation insurance as part of the Cultural Heritage Field Officers' standard terms and conditions of employment, and procure that the Technical Adviser has professional indemnity insurance if the Aboriginal Party Representative contracts or provides the Technical Adviser directly, and, if requested to do so by a Participant, the Aboriginal Party Representative will provide copies of all policy certificates to evidence the Aboriginal Party Representative's compliance with this obligation.

6.7 Daily Time Sheet and Work Reports

At the end of each day that the Cultural Heritage Field Officers attend the ILUA Area to perform the responsibilities outlined in this CHP, the Cultural Heritage Field Officers must:

- (a) accurately complete Timesheets and Cultural Heritage Field Officer Report Forms to:
 - (i) outline any work undertaken; and
 - (ii) identify any Aboriginal Cultural Heritage inspected and its condition; and
- (b) provide the completed Timesheet and Cultural Heritage Field Officer Report Form to the Project Coordinator.

6.8 Rosters

Unless otherwise agreed between the Project Coordinator and the relevant Participant Contact Officer, rosters will be drafted on the basis of a five day cycle.

6.9 Remuneration

- (a) The Aboriginal Party Representative will maintain a record of the hours worked by each Cultural Heritage Field Officer, the Cultural Heritage Induction Convenor and the Project Coordinator in carrying out the processes set out in this CHP, in accordance with the Timesheets and Cultural Heritage Field Officer Report Forms.
- (b) The relevant Participant will pay each valid tax invoice that is:
 - (i) itemised in accordance with the format set out in Annexure 6;
 - (ii) calculated in accordance with the service rates set out in Annexure 2 (subject to paragraph 6.9(c)); and

(iii) supported with copies of the Timesheets and Cultural Heritage Field Officer Report Forms,

(iv) properly rendered by the Aboriginal Party Representative,

within 30 days of its receipt by that Participant.

- (c) The Parties agree that the services rates set out in Annexure 2 apply from the Commencement Date until 1 July 2014. From 1 July 2014, the rates are to be increased per annum with reference to CPI (new rates), calculated in accordance with the following formula:

$$P_n = P \frac{(CPI_n)}{(CPI_p)}$$

where P_n = new rates;

P = the rates;

CPI_n = CPI (All Groups Brisbane) last published for the Quarter preceding the month in which the new price is set;

CPI_p = the CPI (All Groups Brisbane) published for the June 2013 Quarter.

- (d) In the event that activities rostered to occur under this CHP are cancelled by a Participant due to unforeseen reasons (e.g. inclement weather) and the relevant Participant directs the Cultural Heritage Field Officers to depart the relevant part of the ILUA Area until such time as those activities may recommence:

- (i) if the Project Coordinator is notified of the cancellation of the following day's rostered activities by 4pm on the day prior to the cancelled day, the rostered Cultural Heritage Field Officers will not be entitled to any payment for the cancelled day (apart from direct costs already reasonably incurred for travel and accommodation (if any) in accordance with the rates set out in Annexure 2); and
- (ii) if the Project Coordinator is notified of the cancellation of day's rostered activities after 4pm on the day prior to the cancelled day, the rostered Cultural Heritage Field Officers will be entitled to be paid for four hours on that day,

and in any such circumstances, the Project Coordinator will take all reasonable steps to ensure that Cultural Heritage Field Officers are available to return to the relevant part of the ILUA Area as soon as activities under this CHP are able to recommence.

- (e) The Project Coordinator, Cultural Heritage Field Officers, the Cultural Heritage Induction Convenor and other persons involved in any process under this CHP on behalf of the Aboriginal Party Representative are the employees of the Aboriginal Party Representative, and this CHP does not create any relationship of employment, trust, agency, fiduciary or partnership between each Participant, the Cultural Heritage Field Officers, the Cultural Heritage Induction Convenor or any other persons involved in a process under this CHP on behalf of the Aboriginal Party Representative.

7 Future Surveys

7.1 Where no Future Survey required

- (a) The Project Coordinator may give the relevant Participant Notice of any location that it is aware of within the ILUA Area where Ground Disturbance Activities are unlikely to cause disturbance to any Aboriginal Cultural Heritage, and for which that Participant:
 - (i) will not be obliged to conduct a Future Survey in that identified area; and
 - (ii) may proceed with Ground Disturbance Activities without further notice.
- (b) A Future Survey is not required to be conducted in respect of areas in relation to which the Project Coordinator has given Notice to a Participant in accordance with paragraph 7.1(a), or where the Parties otherwise agreed under paragraph 8, and the relevant Participant may carry out Ground Disturbance Activities in such areas without further notice to the Aboriginal Party Representative, subject only to paragraph 10.

7.2 Future Surveys

- (a) Unless paragraph 7.1(a)(i) applies, no Ground Disturbance Activities in New Infrastructure Areas may be conducted until:
 - (i) a Methodology has been developed in accordance with paragraph 7.4;
 - (ii) a Future Survey has been undertaken in the relevant New Infrastructure Area in accordance with paragraph 7.6; and
 - (iii) Mitigation Measures have been agreed or determined to govern the basis on which the Ground Disturbance Activities will be carried out in the relevant New Infrastructure Area.
- (b) Future Surveys will be conducted over the New Infrastructure Areas, and the relevant Participant may elect, according to operational requirements, if such Future Surveys are conducted:
 - (i) as soon as possible after the Commencement Date; or
 - (ii) on an ongoing basis in relation to individual New Infrastructure Areas throughout the conduct of the Project.
- (c) The primary objectives for the conduct of the Future Surveys and the development of Mitigation Measures are to:
 - (i) identify the location, nature, extent and significance of Aboriginal Cultural Heritage in the New Infrastructure Areas;
 - (ii) identify the impacts of the Project in the New Infrastructure Areas on the identified Aboriginal Cultural Heritage;
 - (iii) ensure that the Aboriginal Party Representative is consulted about the Project in the New Infrastructure Areas and any identified impacts on Aboriginal Cultural Heritage to the extent it is within the ILUA Area; and

- (iv) develop processes and management strategies to avoid or minimise the effects of the Project on Aboriginal Cultural Heritage within the New Infrastructure Areas.

7.3 Conduct of Future Surveys

- (a) A Participant will provide the Project Coordinator with Notice from time to time regarding the Ground Disturbance Activities proposed to be conducted in a New Infrastructure Area (other than any area the subject of a Notice under paragraph 7.1(a)), which will include:
 - (i) a topographical map (of appropriate scale) depicting the New Infrastructure Area and related GIS data (in a format acceptable to the Project Coordinator); and
 - (ii) a detailed description of the activities proposed including the nature and timing of any Ground Disturbance Activities and a description of the type of equipment, infrastructure and the approximate number of people that will be present on the New Infrastructure Area (**New Infrastructure Work Program**).

To the extent applicable in a particular Participant's circumstances, those Participants shall also use reasonable endeavours to provide the Project Coordinator with an indicative schedule of planned Ground Disturbance Activities on a six monthly basis.

- (b) Within 5 Business Days after receipt of each New Infrastructure Work Program (or such other timeframe agreed between the Parties), the Project Coordinator will advise the relevant Participant in writing whether the Project Coordinator considers that a Future Survey should be undertaken prior to the conduct of activities in the New Infrastructure Area in accordance with the New Infrastructure Work Program.
- (c) Where the Project Coordinator advises that a Future Survey is required:
 - (i) the Parties will develop the Methodology for a Future Survey in accordance with paragraph 7.4; and
 - (ii) the Project Coordinator:
 - (A) will coordinate a Future Survey in accordance with paragraph 7.6 in the New Infrastructure Area on the basis of the activities to be conducted under the New Infrastructure Work Program; and
 - (B) may nominate a Technical Adviser to assist in conducting the Future Survey, and the relevant Participant will not unreasonably withhold approval of their nomination.
- (d) Where the Project Coordinator does not respond to a New Infrastructure Work Program within 5 Business Days (or such other timeframe agreed between the Parties) in accordance with paragraph 7.3(b), the Participant must issue a reminder Notice to the Project Coordinator, copied to the Aboriginal Party Representative, giving a further 5 days (**Further Notice Period**) for the Project Coordinator to respond to the New Infrastructure Work Program. If the Project Coordinator does not respond to the New Infrastructure Work Program within the Further Notice Period, no Future Survey will be required, and the relevant Participant's only obligations under this CHP with respect to the New Infrastructure Area will be those under paragraph 10.

7.4 Development of Methodology

- (a) The Parties will develop (with the assistance of a Technical Advisor where reasonably required and with the agreement of the Parties) the Methodology for a Future Survey with a view to determining the most appropriate and mutually acceptable means of conducting the Future Survey in the New Infrastructure Area. The Aboriginal Party Representative's standard Future Survey team membership involves the Project Coordinator, one Cultural Heritage Coordinator, two Cultural Heritage Field Officers and a Technical Advisor. However, this and other aspects of the Methodology will be determined having regard to:
 - (i) the Aboriginal Party Representative's responsibilities under Aboriginal Tradition for Aboriginal Cultural Heritage in the New Infrastructure Area;
 - (ii) the Ground Disturbance Activities proposed by the relevant Participant;
 - (iii) the scope of a Future Survey as required by paragraph 7.5; and
 - (iv) the size and terrain of the New Infrastructure Area proposed to be the subject of the Future Survey.
- (b) The Methodology for a Future Survey will set out:
 - (i) the specific areas to be the subject of the Future Survey;
 - (ii) the survey approach (for example, the distances between gridded transects to be walked);
 - (iii) any key areas and features to be targeted;
 - (iv) how artefacts and sites will be recorded;
 - (v) any other recording and reporting requirements;
 - (vi) the number Native Title Party representatives on behalf of the Aboriginal Party Representative that will participate
 - (vii) whether a Technical Adviser will participate;
 - (viii) an estimate of the days required to complete the field component of the Future Survey;
 - (ix) the days on/days off that will be worked;
 - (x) responsibilities for the provision of equipment;
 - (xi) relevant safety plans; and
 - (xii) any other matter as agreed between the Parties.

7.5 Scope of a Future Survey

The following will form part of each Future Survey:

- (a) an assessment of the location, nature, extent and significance of Aboriginal Cultural Heritage in the New Infrastructure Area;

- (b) an assessment of the impacts of the proposed Ground Disturbance Activities upon Aboriginal Cultural Heritage in the New Infrastructure Area and recommendations for mitigating identified impacts; and
- (c) the compilation of the results of and recommendations from these investigations into a Future Survey Report,

and in the event of a Future Survey over waters below the low water mark, may involve an anthropological assessment.

7.6 Completion of a Future Survey

- (a) Unless otherwise agreed by the Parties, the Aboriginal Party Representative and Project Coordinator will use their reasonable endeavours to ensure that each Future Survey is completed in accordance with the timeframe and process set out below:
 - (i) the Future Survey will be conducted in accordance with the Methodology, subject to any minor amendments to the Methodology for logistical matters;
 - (ii) any necessary fieldwork required for the Future Survey will commence within 20 Business Days of a Participant giving the New Infrastructure Work Program to the Project Coordinator, or such other period as agreed between the Parties in writing;
 - (iii) a draft Future Survey Report will be issued by the Project Coordinator to the relevant Participant within 20 Business Days from completion of the fieldwork;
 - (iv) the relevant Participant has 10 Business Days from its receipt to review (**Review Period**) and, if necessary, provide their comments on the draft Future Survey Report to the Project Coordinator; and
 - (v) the Project Coordinator (with the assistance of a Technical Advisor where reasonably required and with the agreement of the Parties), having taken into account any comments made by the relevant Participant on the draft Future Survey Report, must settle and provide the Participant with a copy of its final Future Survey Report within 10 Business Days of the close of the Review Period,

subject to any requirement for a meeting in accordance with paragraph 7.6(b).

- (b) If:
 - (i) the participants in the Future Survey discover Aboriginal Cultural Heritage during the conduct of a Future Survey; and
 - (ii) the Project Coordinator considers that the Aboriginal Cultural Heritage is of such a nature as to require immediate steps to either or both:
 - (A) ensure the Project does not harm such Aboriginal Cultural Heritage; or
 - (B) avoid delays to the conduct of the Project,

then the Project Coordinator will notify the relevant Participant, and the Contact Officers of the Parties will meet to discuss the nature of the Aboriginal Cultural Heritage so discovered and the likely implications for the Mitigation Measures.

7.7 Mitigation Measures

- (a) The Parties must meet promptly after the issue of the final Future Survey Report under paragraph 7.6(a) to discuss and agree the Mitigation Measures to apply to the conduct of the relevant New Infrastructure Work Program.
- (b) The Mitigation Measures must:
 - (i) subject to the Aboriginal Party's Aboriginal Tradition, comprehensively list all of the identified Significant Aboriginal Areas and Significant Aboriginal Objects for the relevant New Infrastructure Area; and
 - (ii) outline actions that should be taken for the mitigation, management and protection of Aboriginal Cultural Heritage in each New Infrastructure Area.
- (c) The Parties will seek to agree the Mitigation Measures within 20 Business Days from the date of the issue of the final Future Survey Report under paragraph 7.6(a)(v).
- (d) The Mitigation Measures will be subject to variation (by agreement in writing) by the Parties or their authorised representatives in the event of a New Discovery and in accordance with the process set out at paragraph 10 of this CHP.
- (e) Mitigation Measures entailing Monitoring will be restricted to those areas that have not previously been the subject of Ground Disturbance Activities or are otherwise not the subject of existing port facilities, infrastructure or improvements, and the Project Coordinator will be entitled to appoint:
 - (i) a maximum of one Cultural Heritage Field Officer per item of machinery that will conduct Ground Disturbance Activities (or as otherwise agreed between the Parties in writing) to conduct such Monitoring; provided that
 - (ii) a minimum of two Cultural Heritage Field Officers may be appointed to conduct a single Mitigation Measure involving Monitoring, except to the extent that the size and terrain of the area the subject of the Mitigation Measure, and the scope and nature of the Ground Disturbance Activities involved, do not reasonably justify the involvement of more than one Cultural Heritage Field Officer.
- (f) Details of all Mitigation Measures and variations to Mitigation Measures once agreed or determined are to be lodged by the relevant Participant with the ILUA Implementation Committee for inclusion in the CHP Register.

8 Field Clearances

In relation to Ground Disturbance Activities for which the impact will be limited to a small and definable area and to which the avoidance principle can apply, the

Parties may agree (acting reasonably) that the requirements for Future Surveys are not applicable in the circumstances and a field clearance, based on the avoidance principle, may be undertaken as an alternative. In such circumstances, the Parties will seek to agree (acting reasonably) the timing for, and the Cultural Heritage Field Officers to be involved in, such field clearance, and the documentation required to record the outcomes of such field clearances.

9 Aboriginal Cultural Heritage Awareness Training

(a) Each Participant will:

- (i) ensure that its personnel are aware of their obligations in relation to the management of Aboriginal Cultural Heritage throughout the Project; and
- (ii) for this purpose include in its general site induction material and operative procedures, general information to promote awareness of Aboriginal Cultural Heritage and this CHP.

(b) Prior to undertaking any Ground Disturbance Activities, all:

- (i) personnel employed or engaged by or on behalf of a Participant that will carry out such Ground Disturbance Activities will undergo an online Cultural Heritage Induction and Training Program provided by the Aboriginal Party Representative (**Cultural Heritage Module**); and
- (ii) senior personnel employed or engaged by or on behalf of a Participant that will have oversight of the carrying out of such Ground Disturbance Activities will also personally attend an Aboriginal Cultural Heritage Induction, which will be conducted by two Cultural Heritage Induction Convenors (**Cultural Heritage Induction**),

provided that the Aboriginal Party Representative makes available the Cultural Heritage Induction training or Cultural Heritage Module (as applicable), within a reasonable time frame having regard to the requirements of the Project.

(c) The Cultural Heritage Module will cover:

- (i) the significance of Aboriginal Cultural Heritage to the Native Title Claim Group;
- (ii) cultural awareness training, including how to identify Aboriginal Cultural Heritage inclusive of:
 - (A) Significant Aboriginal Objects; and
 - (B) Significant Aboriginal Areas;
- (iii) personnel responsibilities under this CHP and the applicable legislation; and
- (iv) the significance of New Discoveries and appropriate protocols for the management of New Discoveries.

- (d) The Cultural Heritage Induction will cover the same matters as the Cultural Heritage Module, in a greater level of detail.
- (e) The costs of the Cultural Heritage Induction are as set out in Annexure 2 and the costs of the Cultural Heritage Module shall be agreed between the Parties and calculated on the basis of the actual costs to produce the Cultural Heritage Module plus a reasonable commercial profit margin based on prevailing industry standards.
- (f) The Aboriginal Party Representative will promptly issue a certificate to Participant personnel who have completed either the Cultural Heritage Module or Cultural Heritage Induction.

10 Discoveries during conduct of the Project

10.1 Discovery of human remains

If human remains are identified during the conduct of the Project, the process set out in the Human Remains Guidelines must be followed.

10.2 Discovery of Aboriginal Cultural Heritage

- (a) If there is a New Discovery during the conduct of the Project, the relevant Participant Contact Officer must immediately direct that any Ground Disturbance Activities cease and the relevant Participant will erect such temporary barriers and signage and/or take such other reasonable measures as are necessary to ensure that the New Discovery will be avoided while the activities in this paragraph 10.2 are undertaken.
- (b) The relevant Participant Contact Officer will notify the Project Coordinator, such Notice to set out the details of the New Discovery (including the location and description of the New Discovery, together with photographs (where available)) and invite the Project Coordinator to arrange for a Cultural Heritage Coordinator to inspect the New Discovery within two hours or such shorter period agreed between the Parties.
- (c) If the Cultural Heritage Coordinator attends within 24 hours (but using all reasonable endeavours to attend sooner where reasonably practicable) of receipt by the Project Coordinator of the Notice referred to in paragraph 10.2(b) and is of the opinion that the New Discovery is Aboriginal Cultural Heritage, the New Discovery will be recorded using the Cultural Heritage Field Officer Report Form and be Salvaged (wherever reasonably possible). If Salvaging of the New Discovery is not reasonably possible, the Cultural Heritage Coordinator and the relevant Participant Contact Officer will endeavour to agree alternative management actions, failing which, the process in paragraph 13.7(e) must be followed, during which time Ground Disturbance Activities may recommence at a distance from the site of the New Discovery (to be determined by the Cultural Heritage Coordinator and the relevant Participant Contact Officer) so as not to reasonably pose any threat of harm to the New Discovery.
- (d) If the Cultural Heritage Coordinator does not inspect the New Discovery within 24 hours of receipt by the Project Coordinator of the notice referred to in paragraph 10.2(b), the relevant Participant may Salvage the New Discovery, record the New Discovery using the Cultural Heritage Field Officer Report Form, notify the Project Coordinator of the action taken and give the Project Coordinator an opportunity to arrange inspection of the New Discovery.

11 Procedure in the event of alleged Breach

11.1 Notice and conduct during Breach process

- (a) A Cultural Heritage Coordinator will advise the relevant Participant Contact Officer as soon as possible if, in the Cultural Heritage Coordinator's view, a Breach has occurred, and provide a copy of the completed pro forma in Annexure 5.
- (b) The relevant Participant Contact Officer will advise the Cultural Heritage Coordinator as soon as possible if, in the relevant Participant Contact Officer's view, a Breach has occurred, and provide a copy of the completed pro forma in Annexure 5.
- (c) Each Party will continue to meet their obligations under this CHP which are not directly impacted upon by the alleged Breach during the conduct of the process under this paragraph 11.

11.2 Investigation

The Cultural Heritage Coordinator and relevant Participant Contact Officer will jointly institute measures to investigate the alleged Breach. They will also advise the Project Coordinator of the incident and any measures that have been implemented to investigate it.

11.3 Review of Agreed Recommendations or Mitigation Measures

As a first step, the Cultural Heritage Coordinator and the relevant Participant Contact Officer will review this CHP to determine what Mitigation Measures or Agreed Recommendations, if any, were meant to have been implemented at the site where the Breach is alleged to have occurred. Together they will assess whether the Mitigation Measures or Agreed Recommendations were complied with, and whether the incident comprises a Breach.

11.4 Where no Breach

Where the Cultural Heritage Coordinator and relevant Participant Contact Officer determine that there has not been a Breach, the Cultural Heritage Coordinator and the relevant Participant Contact Officer will document the details of the investigation and confirm that no Breach has occurred, and no further action will be required under this paragraph 11. However, the Cultural Heritage Coordinator and relevant Participant Contact Officer may, by agreement, determine whether additional measures are required, what those measures should include, and a schedule to implement those measures (which may include seeking the input and assistance of the Technical Adviser), in which case the Cultural Heritage Coordinator and relevant Participant Contact Officer will:

- (a) advise the Project Coordinator and the relevant Participant of the results of their investigation, and any action taken;
- (b) sign the completed pro forma in Annexure 5;
- (c) lodge a copy of the completed pro forma in Annexure 5 with the Project Coordinator for inclusion in the CHP Register, to provide a record of the additional measures and when the additional measures were implemented; and
- (d) formally advise all relevant Project personnel of the amended management measures for that site.

11.5 Where Breach

- (a) If the Cultural Heritage Coordinator and relevant Participant Contact Officer determine that there has been a Breach, the Contact Officers will initiate an investigation of the incident (with the assistance of a Technical Advisor where reasonably required and with the agreement of the Parties). All relevant documentation including Timesheets and Cultural Heritage Field Officer Report Forms filed by the Cultural Heritage Field Officers will be reviewed to determine whether the relevant Aboriginal Cultural Heritage had been subject to previous inspection, and when such inspection took place, thereby enabling determination of when the incident may have occurred, and what work crews or other personnel may have been present when the incident took place.
- (b) Where the Aboriginal Cultural Heritage has not been the subject of previous documented inspection, the relevant Participant Contact Officer is to take all reasonable steps to determine which work crews or other Project personnel were in the vicinity of the Aboriginal Cultural Heritage at the time the breach is alleged to have occurred.

11.6 Interviews with personnel

- (a) As and when the nature and timing of the incident has been determined, and relevant work crews or Project personnel identified, the relevant Participant Contact Officer will undertake interviews to determine if any person has any knowledge of the incident, including how it occurred, when it occurred and who was responsible. The relevant Participant Contact Officer will also establish whether those personnel responsible had been inducted in Aboriginal Cultural Heritage, and appropriately briefed as to the Mitigation Measures. The relevant Participant Contact Officer will maintain a formal record of the results of all interviews which must be signed by the relevant Participant Contact Officer and the party interviewed at the conclusion of the interview.
- (b) The relevant Participant Contact Officer will, within five Business Days of completing all interviews, advise the Cultural Heritage Coordinator of the reasonable details of the results of all interviews and give to the Cultural Heritage Coordinator a copy of the conclusions reached about the incidents.

11.7 Disciplinary action

Where it is determined that there has been a Breach, the relevant Participant will initiate disciplinary measures. The Parties agree that a Breach of this CHP is a serious matter which may involve the dismissal of any employee involved in such a Breach, or may involve the imposition of breach notices under any contract if a contractor of the relevant Participant or a contractor's employee is involved in a Breach. Such disciplinary action will be conducted according to law and any relevant industrial instrument.

11.8 Further induction

- (a) Where it is determined that the Breach was not the result of wilful or knowing action, the relevant Participant Contact Officer will ensure that the personnel involved are inducted (or inducted again and appropriately briefed) and will, in collaboration with the Cultural Heritage Coordinator, review existing Mitigation Measures and Agreed Recommendations and adopt any additional management measures as agreed.
- (b) The relevant Participant Contact Officer and Cultural Heritage Coordinator will further advise the Project Coordinator and relevant

Participant of the results of their investigation, any recommendations arising and action taken. They will also detail any additional measures and when they were implemented in the completed pro forma in Annexure 5, which will be signed by the relevant Participant Contact Officer and Cultural Heritage Coordinator and attached to the Mitigation Measures or Agreed Recommendations (as applicable). They will formally advise all relevant personnel of the amended management measures for that Aboriginal Cultural Heritage and lodge a copy of the completed pro forma in Annexure 5 with the ILUA Implementation Committee for inclusion in the CHP Register.

11.9 Rehabilitation and repair

- (a) Where relevant, the Project Coordinator will propose remedial or rehabilitating measures that should be adopted to repair any damage to Aboriginal Cultural Heritage. The relevant Participant will not unreasonably withhold acceptance of any reasonable remedial or rehabilitating measures proposed by the Project Coordinator.
- (b) The relevant Participant Contact Officer and the Aboriginal Party Representative will negotiate about the resources required to implement the remedial or rehabilitation measures, and the timing of their implementation of them. No remedial or rehabilitation work will be undertaken without the written authorisation of the Aboriginal Party Representative, nor without its direct involvement.

12 Ownership of Cultural Heritage and Intellectual Property

- (a) Each Participant agrees that it has no intellectual property rights in Aboriginal Cultural Heritage in the ILUA Area, and to the extent permitted by law the Aboriginal Party is the owner of Aboriginal Cultural Heritage in the ILUA Area.
- (b) The Parties agree that ownership of intellectual property in any Initial Survey Report, Future Survey Report or other report prepared pursuant to this CHP remains with the Aboriginal Party, and each Participant has a fully-paid up royalty-free license and is otherwise authorised to use such information and any intellectual property therein for all purposes necessary or incidental to this CHP, the completion of the Project and compliance with the Cultural Heritage Protection Provisions.

13 Dispute Resolution under this CHP

13.1 Guiding Principle

The Parties agree that every effort should be made to ensure that Disputes do not arise and that if a Dispute does occur the Parties should make every reasonable effort to resolve the Dispute in good faith without recourse to this paragraph.

13.2 Independent Expert

Where an Independent Expert is engaged to perform any of the matters under paragraph 13.7, the Dispute resolution procedure paragraphs 13.3 to 13.6 will not apply.

13.3 Dispute Notice

If a Party considers that a Dispute has arisen, the Party may send the other Party or Parties a Notice setting out a full description of the matters in dispute or in respect of which there is a difference (**Dispute Notice**).

13.4 Meet and Talk

The relevant Contact Officers must meet (whether in person, by videoconference or be teleconference) within three Business Days of receipt of a Dispute Notice and attempt to resolve the Dispute. Each Party must ensure that their representatives have sufficient authority to resolve the dispute.

13.5 Mediation

- (a) If the Parties cannot resolve the Dispute within five Business Days after a Party receives a Dispute Notice, either Party may refer the Dispute to resolution by a mediator.
- (b) If the Parties to the Dispute cannot agree on a mediator within seven Business Days after a Party receives a Dispute Notice, any Party may request that the President of the Queensland Law Society appoint a mediator.
- (c) The role of a mediator is to assist in negotiating a resolution of the Dispute. A mediator may not make a binding decision on a Party to the Dispute except if the Party agrees in writing.

13.6 General

The Parties agree:

- (a) to participate in the mediation in good faith and use their best endeavours to resolve the Dispute;
- (b) that the Parties will each meet their own costs of participation in the mediation, with the Party or Parties other than the Aboriginal Party Representative to meet the costs of the mediator;
- (c) unless otherwise agreed by the Parties, the place of resolution of any Dispute is Gladstone, Queensland;
- (d) any information or documents disclosed by a Party under this paragraph 13:
 - (i) must be kept confidential; and
 - (ii) may only be used to attempt to resolve the Dispute;
- (e) nothing in paragraphs 13.3 to this 13.6 will preclude a Party from commencing proceedings in a court of competent jurisdiction for the purposes of seeking urgent injunctive or interlocutory relief; and
- (f) despite the existence of the Dispute, unless otherwise specified the Parties must continue to perform their respective obligations under this CHP.

13.7 Independent Expert

A Participant may engage, at its own cost, an Independent Expert to undertake any one or more of the following:

- (a) assist the relevant Participant with the implementation of Agreed Recommendations or Mitigation Measures, if the Parties do not agree a roster for the attendance of Cultural Heritage Field Officers within the period provided for in paragraph 4.3(d);
- (b) develop the Methodology for a Future Survey if the Parties are unable to agree to the Methodology within 15 Business Days of the date of the relevant Participant giving a New Infrastructure Work Program to the Project Coordinator or if the Project Coordinator does not otherwise comply with paragraph 7.4;
- (c) assist the relevant Participant in the conduct of a Future Survey and prepare a Future Survey Report if the Project Coordinator does not complete either or both of a Future Survey and Future Survey Report in accordance with a Methodology for the Future Survey or otherwise comply with the requirements of paragraph 7.6(a);
- (d) develop the Mitigation Measures if the Parties cannot agree the Mitigation Measures within the period provided for under paragraph 7.7(c), 20 Business Days from the preparation of a Future Survey Report under paragraph 13.7(c) or the period provided for under item 4(e) or item 5(b) of Part A of Annexure 1 (as applicable);
- (e) develop measures for avoiding or minimising harm to a New Discovery under paragraph 10.2(c), where such measures are not otherwise agreed between the relevant Participant and a Cultural Heritage Coordinator in accordance with that paragraph; and
- (f) determine whether there has been a Breach if the Parties are unable to agree within 15 Business Days of provision of a completed pro forma in Annexure 5 by the Cultural Heritage Coordinator under paragraph 11.1.

14 Acknowledgement

The Parties expressly acknowledge that for the purposes of a Party's compliance with the Cultural Heritage Duty of Care:

- (a) a Participant will still be acting in accordance with this CHP when carrying out any activity provided for under paragraphs 6.5(c), 7.3(d), or 13.7, including if Mitigation Measures are not being complied with solely as a result of the absence of a Cultural Heritage Field Officer in accordance with paragraph 6.5(c) or if a Participant undertakes Ground Disturbance Activities in a New Infrastructure Area in accordance with Mitigation Measures developed under paragraph 13.7(d); and
- (b) provided the procedure in paragraph 11 is followed, a Breach will not cause that Party or the Party's employees, agents or contractors to be acting other than in accordance with this CHP.

15 Confidentiality

A Participant may disclose information concerning Aboriginal Cultural Heritage in the ILUA Area, an Initial Survey Report, a Future Survey Report or the terms of this CHP only:

- (a) if the information is public knowledge (but not because of a Breach of this CHP) or the Participant has independently created the information;

- (b) if disclosure is required by law or a regulatory body (including a relevant stock exchange);
- (c) to give effect to or enforce this CHP;
- (d) if disclosure is made to a representative, contractor, agent, advisor, financier or potential investor if that disclosure is necessary for the administration or putting into effect this CHP or the doing of the Project, and where such persons are bound by a duty of confidence which applies to the information disclosed;
- (e) if disclosure is required from time to time for the Participant to meet its obligations under any terms of reference for any environmental impact statement or similar document that the Participant may be developing in relation to the Project;
- (f) for the purposes of seeking approval of a CHMP in accordance with Part 7 of the ACHA, pursuant to clause 10.4 of the ILUA;
- (g) if disclosure is otherwise reasonably required in order to enable the Participant to obtain any approvals or the like, for the purposes of the Project;
- (h) on the part of the Proponent;
 - (i) to Developers and Contractors for the purpose of seeking their agreement to execute and deliver to the Proponent and the Aboriginal Party Representative a CHP Deed;
 - (ii) to its shareholding ministers and their personal and departmental advisors; or
 - (iii) as otherwise permitted under the ILUA.

16 Notices and Communication

16.1 Service of notices

A notice, demand, consent, approval or communication under this CHP (**Notice**) must be:

- (a) in writing, in English and signed by a person duly authorised by the sender; and
- (b) hand delivered, sent by prepaid post, sent by facsimile or (if in pdf or other format that is a scanned image of the original communication, including a handwritten signature, and attached to an email stating that the attachment is a Notice under this CHP) sent by email to the recipient's address for Notices (in the case of the Proponent or the Native Title Party, as specified in the ILUA or as varied by any Notice given by the recipient to the sender, and in the case of a Participant other than the Proponent, as specified in the relevant CHP Deed or as varied by any Notice given by the recipient to the sender).

16.2 Effective on receipt

A Notice given in accordance with paragraph 16.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;

- (b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);
- (c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight business hours after the transmission, the recipient informs the sender that it has not received the entire Notice; or
- (d) if sent by email, immediately upon the sender having properly sent the email unless the sender receives a notification that the email was undeliverable or has not otherwise been received,

but if the delivery or receipt is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

Cultural Heritage Protocol

Annexure 1 – Agreed Recommendations

A Agreed Recommendations

Commitment	
1	The Participants agree that an isolated stone artefact located outside the Fisherman's Landing Area and identified as FL02 in the Initial Survey Report referred to in paragraph (a) of the definition of that term and located on filled land immediately adjacent to the main access road to Fisherman's Landing, should be relocated by a nominee of the Aboriginal Party, with the assistance of a Technical Adviser if required. The artefact needs to be relocated at least 30 days prior to the commencement of Ground Disturbance Activities. The new location should be agreed by the Cultural Heritage Coordinators and the GPS coordinates of the new location recorded and provided to the Cultural Heritage Coordinators.
2	The Participants acknowledge that Monitoring is not required in the Fisherman's Landing Area.
3	The Participants acknowledge that Ground Disturbance Activities in the Reclamation Area, forming part of the Western Basin Area, can proceed without any further requirements under this CHP.
4	<p>Prior to undertaking Ground Disturbance Activities above the low water mark in the Initial Survey Area which is part of the Western Basin Area (other than the Reclamation Area), the Proponent will follow these steps:</p> <ul style="list-style-type: none"> (a) the Proponent will give the Aboriginal Party Representative written notice of its intention to undertake Ground Disturbance Activities; (b) within 10 Business Days the relevant Participants will meet to discuss the proposed Ground Disturbance Activities and any Mitigation Measures to be taken; (c) any work undertaken by Cultural Heritage Field Officers will be paid for at the rates set out in Annexure 2; (d) the relevant Participants will consider the findings of the Initial Survey Report referred to in paragraph (b) of the definition of that term in the context of seeking agreement on Mitigation Measures including but not limited to prioritising the avoidance and in situ preservation of identified Aboriginal Cultural Heritage, the establishment of a formalised coastal buffer corridor, and the development of an initial archaeological test excavation program; and (e) if the relevant Participants do not reach agreement on Mitigation Measures within 20 Business Days of the date of the Proponent's notification under item 5(a), the procedures set out in clause 13.7(d) will be followed prior to the commencement of Ground Disturbance Activities in the Initial Survey Area.
5	Prior to undertaking Ground Disturbance Activities above the low water mark in an area that is within the Western Basin Area but not in an Initial Survey Area or the Reclamation Area, the following will occur:

	<p>(a) The Proponent will notify the Aboriginal Party Representative and discuss Mitigation Measures. These may include the conduct of a Survey and preparation of a Future Survey Report, Monitoring of the relevant area depending on the results of the Future Survey Report, and procedures for Salvaging any New Discoveries;</p> <p>(b) if the relevant Participants cannot agree the Mitigation Measures within 20 Business Days from the date of the Proponent's notification under item 5(a), the procedures set out in clause 13.7(d) must be followed; and</p> <p>(c) any work undertaken by Cultural Heritage Field Officers will be paid for at the rates set out in Annexure 2.</p>
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B Agreed Recommendations - Map

Western Basin Area



Fisherman's Landing Area



Initial Survey Area for the Fisherman's Landing Area is shaded in red.

Cultural Heritage Protocol

Annexure 2 – Conditions and rates for services

Item	Rates and conditions
Rates of Pay	<p><u>Project Coordinator</u>: \$95.20 per hour for off-site activities as follows:</p> <ul style="list-style-type: none"> - 2 hours prior to the commencement of the conduct of any Survey or the implementation of Agreed Recommendations or Mitigation Measures; - 2 hours per day during the conduct of any Survey or the implementation of Agreed Recommendations or Mitigation Measures; - 2 hours following the completion of any Survey or the implementation of Agreed Recommendations or Mitigation Measures; and - when otherwise performing the roles and responsibilities of Contact Officer under paragraph 4.3(c) and 4.3(e) of the CHP, on an hourly basis as agreed by the Parties (always acting reasonably) prior to the Project Coordinator undertaking such work, <p>and \$840 per 8 hour day (or part thereof) for activities that require on-site visits (as agreed with the relevant Participant's Contact Officer, acting reasonably).</p> <p><u>Technical Adviser</u>: at cost</p> <p><u>Cultural Heritage Coordinator</u>: \$728 per 8 hour day and \$91.00 per hour worked thereafter</p> <p><u>Cultural Heritage Field Officer</u>: \$616 per 8 hour day and \$77.00 per hour worked thereafter</p> <p><u>Cultural Heritage Induction Convenor</u>: \$728 per 8 hour day and \$91.00 per hour worked thereafter</p> <p><u>Aboriginal Party Representative members of ILUA Implementation Committee</u> for meetings under clause 5.1(a): \$500 per day – flat rate</p>
Rates Conditions and Inclusions	<p><u>The Rates of Pay are in payment for services rendered and include all:</u></p> <ul style="list-style-type: none"> (a) Service Provider administrative costs, overheads and profits; (b) training; (c) safety plans and inductions; (d) expenses for travel to and within the ILUA Area; (e) taxation;

Item	Rates and conditions
	<p>(f) superannuation;</p> <p>(g) workers compensation insurance; and</p> <p>(h) any and all other allowances.</p>
Food and Accommodation and Incidentals	<p><u>If provided by a Participant – at cost</u></p> <p><u>If provided by Aboriginal Party Representative –</u></p> <p>Food - maximum of \$98.40 per person per day consisting of breakfast (if required to leave home before 6.00am) at \$24.35, lunch at \$27.35 and dinner (if away from place of residence at 6.30pm on day of event) at \$46.70.</p> <p>Accommodation - \$187.00 per night of overnight accommodation or reimbursement of abnormally high accommodation costs due to events outside the control of the party (receipts to be provided) provided that this payment is only available to people travelling from outside of the city (Gladstone, Rockhampton or Bundaberg) to which the applicable part of the ILUA Area relates).</p> <p>A Participant will pay the costs of overnight accommodation the day prior to attendance in the ILUA Area and the night following attendance in ILUA Area for those Cultural Heritage Field Officers who are required to travel to and from places outside of the city (Gladstone, Rockhampton or Bundaberg) to which the applicable part of the ILUA Area relates.</p> <p>Incidentals - \$17.85 per person per day</p>
Travel expenses	<p>75 cents per km, capped at 400 kilometres each way.</p> <p>Persons travelling via plane, train or bus to be reimbursed based upon the production of receipts.</p> <p>Travel expenses are only payable at the beginning and end of each roster or the duration of the activity.</p> <p>Vehicle hire at cost for Cultural Heritage Field Officers' attendance on site if required.</p>
Working Hours	<p>Hourly rates are for work performed within the ILUA Area.</p> <p>The daily rates for work performed within the ILUA Area are for an 8 hour day (or part thereof). Payments for additional hours worked beyond an 8 hour day are calculated on the basis of the relevant hourly rates.</p> <p>The Project Coordinator, Cultural Heritage Field Officers, Cultural Heritage Coordinators and Cultural Heritage Induction Convenors are not entitled to receive hourly rates for any time spent travelling to the ILUA Area nor any time not spent working such as lunch breaks.</p>
Work Cycle	<p>As per agreed roster between the relevant Participants.</p>

Item	Rates and conditions
Inductions	All participants in a process under this CHP on behalf of the Aboriginal Party Representative participating in the process under this CHP in the ILUA Area are to be inducted. For attendance at inductions a daily rate of \$616 is payable.
Medical	<p>Participants in a process under this CHP on behalf of the Aboriginal Party Representative participating in the process under this CHP in the ILUA Area are to undertake medicals as required by a Participant and at the relevant Participant's cost.</p> <p>For attendance at medicals a half daily rate of \$308 is payable.</p>
Cultural Heritage Module	To be agreed in accordance with paragraph 9(e).
Administration Fee	Payable to Aboriginal Party Representative at the rate of 20% calculated on the total amount of the invoices rendered.

Cultural Heritage Protocol

Annexure 3 – Timesheet

Name: _____

Signature: _____ Period ending: ____/____/____

☐ Cultural Heritage Coordinator

☐ Cultural Heritage Field Officer

	Date				Start Time				Lunch Start				Lunch Finish				Finish Time				DAILY TIME			
	D	D	M	M	H	H	M	M	H	H	M	M	H	H	M	M	H	H	M	M	H	H	M	M
Sat																								
Sun																								
Mon																								
Tues																								
Wed																								
Thurs																								
Fri																								

TOTAL TIME FOR THE PERIOD: _____

PARTICIPANT APPROVAL

Name: _____

Signature: _____

Annexure 4 – Cultural Heritage Field Officer Report Form

[illegible]

Refer form to Cultural Heritage Coordinator and the Participant Contact Officer

Position	Print Name	Signature	Date
Cultural Heritage Coordinator			
Cultural Heritage Field Officer			
Technical Adviser (if involved)			
Participant Contact Officer			

Cultural Heritage Protocol

Annexure 5 – Alleged Breach form

CULTURAL HERITAGE PROTOCOL

PORTS OF GLADSTONE, ROCKHAMPTON AND BUNDABERG PROJECT

Alleged Breach

Sheet no (one form to be completed for each find site):

Name of Person Completing Form (Print):	Signed:	
Position:	Contact No:	Date:

Nature of alleged Breach: *(describe what has happened and to which site - use appropriate find sheet number, include coordinates for site using GPS)*

Datum	Northing	Easting	Description

Breach Observed by (Print Name of person who saw Breach):	Breach Reported to (Print name of other Cultural Heritage Field Officers or Participant management):	Time & Date of Breach:

Was action taken to remedy Breach (circle
one):

Yes

No

What action (if any) was taken: *(describe the action taken - machinery removed from area, contacts made, follow up action)*

Was resolution of Breach achieved (circle one):

Yes

No

Any further action required (circle one):

Yes

No

What action required: (describe the further action required to remedy situation)

Who authorised action (names and positions) - include all the people who took part in discussions and negotiations

Print Name	Position	Date

Refer form to Cultural Heritage Coordinator and advise Participant Contact Officer

Print Name	Signature	Date
Elder		
Cultural Heritage Coordinator		
Cultural Heritage Field Officer		
Technical Adviser (if involved)		
Participant Contact Officer		

(4 copies to be made after signature)

Annexure 6 – Invoice format

[#insert Aboriginal Party Representative name#]

[#insert Aboriginal Party Representative address and contact details#]

Tax Invoice

Bill To:

[#insert Participant's details#]

[#insert postal address#]

Invoice #:

Date:

Order #:

DATE	DESCRIPTION	AMOUNT	CODE
	Bank Details Name: ### BSB: ### Account No.: ###		
Terms: Net 7		GST:	
		Total Inc GST:	
		Amount Applied:	
		Balance Due:	

Annexure 7 – Human Remains Guidelines

THE DISCOVERY, HANDLING AND MANAGEMENT OF HUMAN REMAINS UNDER PROVISIONS OF THE ABORIGINAL CULTURAL HERITAGE ACT 2003 AND TORRES STRAIT ISLANDER CULTURAL HERITAGE ACT 2003

If you find bones and suspect that they are human it is essential that you do not disturb the material. You must report the findings to the Queensland Police Service. The Police will determine if the remains represent a crime scene. If it is established that the remains are not a crime scene and the Coroner is satisfied that the remains are Aboriginal or Torres Strait Islander the Department of Environment and Resource Management procedure on *The Discovery, Handling and Management of Human Remains under Provisions of the Aboriginal Cultural Heritage Act 2003 and Torres Strait Cultural Heritage Act 2003* will apply.

1 General Guiding Principles

Death in all human societies is a significant event. It occurs on a regular but unpredictable basis, removing individuals from family, close relations and friends. Death is often associated with complex rituals. This was and is still the case with Aboriginal and Torres Strait Islander people. Disturbance to burials and human remains is therefore of major concern to them, as it is for all members of Australian society.

Aboriginal and Torres Strait Islander people have been in Australia for more than 40,000 years. In that time they have buried hundreds of thousands of their ancestors in a variety of ways. In some cases people were cremated; in others their bones were placed in hollowed-out logs or trees or wrapped in bark cylinders and placed in rock shelters. Many were also buried in the ground with grave goods. Burials commonly occurred in sand dunes and alluvial deposits, which were easy to dig. However, wind and water easily erode such locations and frequently these natural processes expose remains. Other common burial locations are rock shelters, rocky overhangs and hollow trees. All are vulnerable to human disturbance. The close proximity of scarred or carved trees and stone arrangements and the remains of fireplaces, stone artefacts and food refuse may be suggestive of an Aboriginal or Torres Strait Islander burial.

In view of possible natural or human disturbance to Aboriginal or Torres Strait Islander places the Queensland Government has in place a legislative framework that will ensure such burials are treated in a manner consistent with legal requirements and Aboriginal and Torres Strait Islander traditions.

There is also provision for Aboriginal or Torres Strait Islander people who have traditional or familial links with human remains to seek ownership of these remains regardless of who claimed previous ownership.

2 Desired Outcomes

This procedure has a number of general desired outcomes:-

- While natural or human processes can inadvertently expose Aboriginal or Torres Strait Islander human remains, all attempts will be made to limit further disturbance.
- If further investigation and disturbance is required, procedures are in place for the proper handling of such remains.

- All such procedures are sensitive to the wishes of the Aboriginal or Torres Strait Islander owners of the remains.
- That Aboriginal or Torres Strait Islanders who have traditional or familial links with human remains are able to claim ownership of those remains.

3 Legislative Framework

Criminal Code Act 1899

All persons must be aware that under the *Criminal Code Act 1899* (s236) it is an offence to improperly or indecently interfere with a human body or human remains, whether buried or not. An offence under this provision can result in imprisonment for up to two years.

Coroners Act 2003

Provisions of the *Coroners Act 2003* provide that when a person becomes aware of a reportable death it is the duty of the person finding the reportable death to report the findings to a police officer or coroner (Part 2 s7). A reportable death is defined in Part 2 s8 and would include Aboriginal and Torres Strait Islander human remains (NB Part 4, Division 4 Section 82 (1) defines every magistrate as a coroner (a "local Coroner").

The Coroner starts having control of human remains when the Coroner starts investigating the deceased person's death (Part 3 s26 (1)). The Coroner must stop investigating a death if the Coroner's investigation shows that the body is Aboriginal or Torres Strait Islander traditional burial remains (Part 3 s12(2)(a)). Where this occurs, a Coroner will authorise for the remains to be released to the Minister responsible for administering the *Aboriginal Cultural Heritage Act 2003* and *Torres Strait Islander Heritage Act 2003* (See Part 3 s26(2) (a)) and Form 12 version 2- Order for release of Traditional remains.

Published Queensland Government Gazette 23 October 2009 p586.

To ensure best practice in the coronial system, the State Coroner must develop guidelines in respect to certain matters, including those dealing with investigations of deaths involving human remains found in a suspected traditional burial site, and in particular, must provide for the early notification and involvement of the Aboriginal or Torres Strait Islander community having a connection with the burial site (Part 3 s14 (3) (b)).

Aboriginal Cultural Heritage Act 2003 and Torres Strait Islander Cultural Heritage Act 2003

The basic intent of the *Aboriginal Cultural Heritage Act 2003* and *Torres Strait Islander Cultural Heritage Act 2003* ('the Acts') is that Aboriginal and Torres Strait cultural heritage should be protected.

It is also the intent of the Acts that (as far as practicable) Aboriginal and Torres Strait cultural heritage should be owned and protected by Aboriginal and Torres Strait Islander people with traditional or familial links to the cultural heritage if it is comprised of any of the following:

- Aboriginal human remains;
- Secret or sacred objects; or
- Aboriginal heritage lawfully taken away from an area.

It is a further intent of the Acts that Aboriginal and Torres Strait Islander cultural heritage that is in the custody of the State, including the Queensland Museum, should continue to be protected by the State until it can be transferred into the protection of its Aboriginal or Torres Strait Islander owners (Part 2 Division 1 s14 (1-4)).

Under the Acts, Aboriginal or Torres Strait Islander people who have a traditional or familial link with Aboriginal human remains are the owners of those remains regardless of who may have owned the Aboriginal or Torres Strait Islander human remains before commencement of the Act (Part 2 Division 2 s15 (1-2)).

An Aboriginal or Torres Strait Islander person who owns human remains may at any time ask the State (or an entity that represents the State) who holds custody of the remains to continue to be the custodian of the human remains or return the human remains to them (Part 2 Division 2 s16 (1-4)).

If a person, other than the State has in their possession Aboriginal or Torres Strait human remains to which they do not have traditional or familial links then the person must take all reasonable steps to ensure that the human remains are taken into the custody of the chief executive as soon as practicable. Penalties apply if a person fails to do this (Part 2 Division 2 s17 (1-2)).

If a person knows of the existence and location of Aboriginal human remains and is not the owner of those remains, or knows or ought reasonably to know the human remains are Aboriginal or Torres Strait Islander human remains or knows or suspects the chief executive does not know of the remains, the person must as soon as practicable (and after advising the Police or Coroner) advise the chief executive of the extent of the human remains and provide all the details about the nature and location of the human remains the chief executive reasonably requires. Penalties apply if a person fails to do this (Part 2 Division 2 s18).

Procedures for dealing with Aboriginal and Torres Strait Islander human remains

In all cases when human remains are located it is important to remember that:

- **The discovery of any human remains must as soon as possible be reported to the nearest police.**
- **It is an offence to interfere with human remains, whether buried or not.**

The Police or Coroner must be advised of the presence of any human remains. An appropriate officer or officers will then establish the area of discovery as a potential crime scene and are responsible for preserving and securing the area.

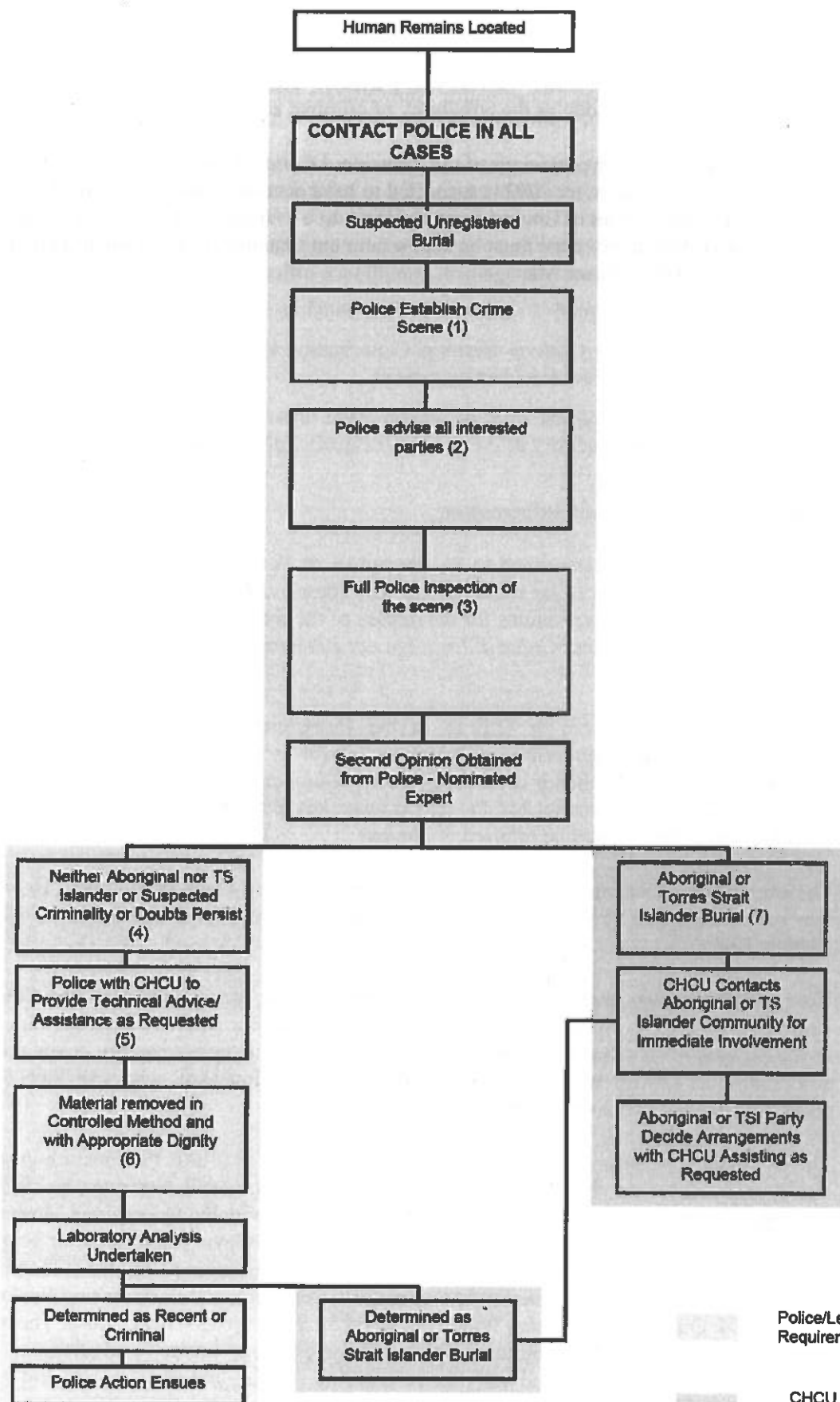
If a determination is made that satisfies the Coroner that the remains are not a crime scene and that the remains could constitute an Aboriginal or Torres Strait Islander burial site, Police will contact the Cultural Heritage Coordination Unit of the Department of Environment and Resource Management. Officers of the Cultural Heritage Coordination Unit (or their representatives) may attend the scene and along with the Police and Scenes of Crime Officers collect appropriate data on ethnicity, antiquity and evidence of criminal activity or otherwise for submission to the Coroner. Further advice might be sought from forensic osteologists/pathologists or physical anthropologists.

If the remains are thought to be neither Aboriginal nor Torres Strait Islander, related to criminal activity or are of doubtful determination, Officers of the Department of Environment and Resource Management (or their representatives) may assist the Police in further determinations. This may require controlled removal and analysis by a suitable forensic expert as ordered by the Coroner. In all cases of possible criminal activity the requirements of the Police and Coroner for data collection and site security will have priority. If the remains are determined, to the satisfaction of the Police and Coroner, to be Aboriginal or Torres Strait Islander, Officers of the

Department of Environment and Resource Management will then take responsibility for liaison and reburial with the appropriate Aboriginal or Torres Strait Islander community.

At all stages minimal disturbance to the remains will be a priority and they will be dealt with in a sensitive and caring manner. Advice and guidance from Aboriginal or Torres Strait Islander elders will be taken as soon as the possibility of criminal activity is dismissed.

Where an offence under provisions of the *Aboriginal Cultural Heritage Act 2003* or *Torres Strait Islander Heritage Act 2003* is suspected to have occurred then the Regional Compliance Team of the Department of Environment and Resource Management must be advised. Where an offence is suspected the scene must be kept secure until handed over to Department of Environment and Resource Management compliance officers.



Explanation of procedures

- (1) Police Officers maintain authority and responsibility for a potential crime scene at all times.
- (2) Cultural Heritage Coordination Unit Officers (or their representatives) may attend the scene and provide advice as required by Police and Scenes of Crime Officers.
- (3) Police will nominate a person to provide a second opinion if appropriate. Such opinion may be available on-site if a suitable forensic expert is available. However, if a suitable forensic expert is unavailable to travel to the site, digital images may be sent to them to provide an opinion. All data required for first and second opinions is to be collected on site.
- (4) Final decision on this rests with Police, on advice from the Coroner.
- (5) Officers of the Cultural Heritage Coordination Unit will, on request, assist Police in technical aspects of evidence retrieval.
- (6) Advice on handling may be sought from appropriate sources where this does not compromise integrity of crime scene or quality of evidence.

Additional procedures and information

Where the remains are determined to be Aboriginal or Torres Strait Islander the Coroner will authorise for the remains to be released and will complete *Form 12 Order for the Release of Traditional Remains*. This provides for the release of the remains to the Minister responsible for administering the *Aboriginal Cultural Heritage Act 2003* and the *Torres Strait Islander Heritage Act 2003*.

Should any Police Officer or Officer of the Department of Environment and Resource Management (or their representative) be in any doubt as to the requirements of the relevant Coroner for their region, then it is essential that the Coroner be directly consulted. Alternatively, as the State Coroner is responsible for all Coroners any perceived difficulties in implementing the policy/procedure should be referred to him/her.

The excavation of human burial remains for whatever reason is not encouraged. However, this may occur if directed by the Coroner or if requested in writing by an Aboriginal or Torres Strait Islander Body.

If a researcher acting under an authority or agreement from the Cultural Heritage Coordination Unit and with the Aboriginal or Torres Strait Islander Body for an area discovers burial remains in the process of excavating a site, they shall immediately stop excavation, cover the remains and contact an Officer of the Cultural Heritage Coordination Unit, who will then follow the procedures set out in this document.

The Queensland Museum acquired human remains from the 1870's to 1972 including some legally recovered under the *Aboriginal Relics Preservation Act 1967*. However, by 1972 it was no longer considered appropriate to deposit human remains with the Queensland Museum except in exceptional circumstances and with the permission of the relevant Aboriginal or Torres Strait Islander community. The Museum has now developed a repatriation policy for human remains still in its collection (see – *Queensland Museum Policy on Ancestral Remains and Burial Goods* – May 2004, *Queensland Museum Policy on Secret Sacred Objects* – May 2004). These policies commit the Queensland Museum to returning to Aboriginal and Torres Strait Islander communities, family groups, and individuals, ancestral remains and burial goods, and secret sacred objects held in Museum collections.

Schedule 4 – CHP Deed

CHP Deed
Gladstone, Rockhampton
and Bundaberg Ports
Project

Dated

[#insert name of Developer/Contractor#] (Third Party)

King & Wood Mallesons
Level 33
Waterfront Place
1 Eagle Street
Brisbane QLD 4000
Australia
T +61 7 3244 8000
F +61 7 3244 8999
DX 311 Brisbane
www.kwm.com

Background

- A The Native Title Party, the Proponent and the State are parties to an ILUA regarding the Gladstone, Rockhampton and Bundaberg Ports Project (ILUA).
- B Schedule 3 of the ILUA contains a Cultural Heritage Protocol for the avoidance or minimisation of harm to Aboriginal Cultural Heritage at the Ports of Gladstone, Rockhampton and Bundaberg during the conduct of the Project.
- C The ILUA requires the Proponent to facilitate the agreement of each Developer and Contractor to comply with the Cultural Heritage Protocol in the circumstances set out in the ILUA.
- D Clause 10.3 of the ILUA provides that the Proponent will be deemed to have complied with this obligation where a deed in the form of this document is executed by the Developer or Contractor (as applicable).

Agreed terms

1 Defined Terms

Unless the context requires otherwise, and except where defined in this deed poll, capitalised terms used in this deed poll have the meaning given to them in the ILUA.

2 Obligation of Third Party

The Third Party irrevocably covenants and agrees for the benefit of the Proponent and the Native Title Party to observe and be bound by all of the obligations, covenants, terms and conditions which apply to Participants under the ILUA and in particular to carry out its activities in accordance with the Cultural Heritage Protocol.

3 Governing law and jurisdiction

This deed poll is governed by the law of Queensland and the Third Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Queensland.

EXECUTED as a deed poll: [#delete whichever is not applicable#]

SIGNED, SEALED and DELIVERED
for **[Name of Contractor/Developer
company]** pursuant to section 127 of
the *Corporations Act 2001* (Cth)

←

Signature of director

Signature of director/company
secretary
(Please delete as applicable)

Name of director (print)

Name of director/company secretary
(print)

SIGNED, SEALED and DELIVERED
for **[Name of Contractor/Developer
company]** in the presence of

←

Signature of witness

[Name of signatory]

Name of witness (print)

Name of director/company secretary
(print)

Schedule 5 – Assignment Deed

KING & WOOD
MALLESONS

Deed of Assignment and Assumption

Dated *[insert date]*

Kerry Blackman, Dean Sarra, Lurleen Blackman,
Richard Johnson, Nat Minniecon, Matthew Cooke and
Neville Johnson on their own behalf and on behalf of
the Port Curtis Coral Coast People (QUD6026/2001;
QC2001/029) ("Assignor")

[insert name of prescribed body corporate]
("Assignee")

King & Wood Mallesons
Level 33
Waterfront Place
1 Eagle Street
Brisbane QLD 4000
Australia
T +61 7 3244 8000
F +61 7 3244 8999
DX 311 Brisbane
www.kwm.com

Details

Parties	Assignor and Assignee	
Assignor	Name	Kerry Blackman, Dean Sarra, Lurleen Blackman, Richard Johnson, Nat Minniecon, Matthew Cooke and Neville Johnson on their own behalf and on behalf of the Port Curtis Coral Coast People (QUD6026/2001; QC2001/029)
	Address	<i>[insert]</i>
	Fax	<i>[insert]</i>
	Attention	<i>[insert]</i>
Assignee	Name	<i>[insert name of prescribed body corporate]</i>
	ICN	<i>[insert Indigenous corporation number]</i>
	Address	<i>[insert]</i>
	Fax	<i>[insert]</i>
	Attention	<i>[insert]</i>
Recitals	A	The Assignor and the Continuing Parties are the parties to the ILUA and, except for the Third Continuing Party, the Ancillary Agreement at the date of this deed.
	B	Clause 18.2 of each of the ILUA and Ancillary Agreement requires the Assignor to assign its rights and obligations under the ILUA and the Ancillary Agreement to the Assignee in relation to that part of the ILUA Area for which an Approved Determination of Native Title has been made that Native Title exists (Assigned Interest).
	C	The Assignee has agreed to assume all of the obligations of the Assignor under, and be bound by, the ILUA and the Ancillary Agreement to the extent of the Assigned Interest, subject to the terms of this deed.
Governing law	Queensland	
Date of agreement	See Signing page	

Deed of Assignment and Assumption

General terms

It is agreed as follows:

1 Definitions and interpretation

1.1 Definitions

Unless set out below or the context otherwise requires, the definition of each defined expression in this deed (including the Recitals) is the same as defined in the ILUA, and in addition:

Ancillary Agreement means the confidential agreement entered into by the First Continuing Party and Second Continuing Party on *[Insert date]* which relates to the subject matter of the ILUA.

Assigned Interest has the meaning given in Recital B of this deed.

Continuing Parties means each of the First Continuing Party, the Second Continuing Party, and the Third Continuing Party.

Details means the section of this deed entitled "Details".

Duty means any stamp, transaction or registration duty or similar charge which is imposed by any Government Agency and includes, but is not limited to, any interest, fine, penalty, charge or other amount which is incidental or related to any of them, however, for the avoidance of doubt, Duty does not include GST.

Effective Date has the meaning given in clause 9.7 of this deed.

First Continuing Party means the Assignor in relation to that part of the ILUA Area not subject to an Approved Determination of Native Title.

Government Agency means any government, governmental, semi-governmental, administrative, fiscal or judicial body department, commission, authority, tribunal, agency or entity and includes any other person authorised by law to give consents or impose requirements.

ILUA means the indigenous land use agreement between the Continuing Parties dated *[insert]* and Registered on *[insert]*.

Mandatory Party means a mandatory party to the ILUA pursuant to section 23CD of the Native Title Act.

PBC Regulations means the *Native Title (Prescribed Body Corporate) Regulations 1999* (Cth).

Second Continuing Party means Gladstone Ports Corporation Limited (ACN 131 965 896).

Third Continuing Party means, in relation to the ILUA, the State of Queensland acting through the Department of Natural Resources and Mines.

1.2 Interpretation

This deed is to be interpreted in accordance with clause 1.2 (Interpretation) of the ILUA.

1.3 Headings

Headings are inserted for convenience and do not affect the interpretation of this deed.

2 Assignment

The Assignor assigns the Assigned Interest to the Assignee with effect on and from the Effective Date, and the Assignee accepts that assignment.

3 Acknowledgment and Assumption

- (a) The Assignor represents and warrants that, with effect on and from the Effective Date, the Assignee is entitled to all of the rights and benefits of the Assignor under each of the ILUA and Ancillary Agreement as if it were a party to the ILUA and Ancillary Agreement in place of the Assignor to the extent of the Assignor's Assigned Interest.
- (b) The Assignee agrees and acknowledges that with effect on and from the Effective Date, it is subject to, and assumes all of the obligations of the Assignor under each of the ILUA and Ancillary Agreement as if it were a party to the ILUA and Ancillary Agreement in place of the Assignor to the extent of the Assignor's Assigned Interest.
- (c) The Assignor and the Assignee acknowledge and agree that the obligations of the Assignor and the Assignee are several in proportion to their respective interests.

4 Compliance with the ILUA and Ancillary Agreement

- (a) The Assignee covenants to observe, perform, comply with and be bound by the provisions of the ILUA and Ancillary Agreement on and from the Effective Date, as if the Assignee had been expressly named in the ILUA and Ancillary Agreement as a co-party of the Assignor.
- (b) The Assignor confirms that this deed and the transactions contemplated by this deed fully comply with the ILUA and Ancillary Agreement.

5 Mandatory Party to the ILUA

If the Assignee is a Mandatory Party to the ILUA, the Assignee shall provide a copy of this deed to the National Native Title Tribunal as soon as possible, but in any event within 3 Business Days, after the Effective Date to evidence that it has become a party to the ILUA.

6 Representations and warranties

Each party represents and warrants to each other party that:

- (a) **(power)** it has the full legal capacity and power to enter into and perform its obligations under this deed;
- (b) **(authority)** it has taken all action which is necessary or desirable to authorise the entry into and performance of its obligations under this deed;
- (c) **(binding obligations)** this deed constitute legal, valid and binding obligations, enforceable in accordance with their terms; and
- (d) **(PBC Regulations)** in relation to the Assignee, it is validly incorporated and has satisfied the requirements of regulation 8 of the PBC Regulations before making the decision to enter this deed.

7 Continuing Parties

The Assignee's obligations, acknowledgements, covenants and representations and warranties in this deed are given in favour of the Assignor and each of the other Continuing Parties, and for the purpose of the latter, this deed is a deed poll in favour of each of the other Continuing Parties.

8 Costs and stamp duty

The Assignee must pay all stamp duty arising directly or indirectly from this deed. Each party must bear its own legal costs in connection with the preparation and execution of this deed.

9 General

9.1 Governing law

This deed is governed by the law in force in the place specified in the Details.

9.2 Variation and waiver

A provision of this deed or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.

9.3 Further action to be taken at each party's expense

Each party must, at its own expense, do all things and execute all documents necessary to give full effect to this deed and the transactions contemplated by it.

9.4 Entire agreement

This deed states all the express terms of the agreement between the parties in respect of its subject matter. It supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.

9.5 No reliance

No party has relied on any statement by any other party not expressly included in this deed.

9.6 Counterparts

This deed may be executed in any number of counterparts.

9.7 Effective Date

This deed takes effect and is binding on the parties on the date that the last party to execute this deed, executes the deed (**Effective Date**).

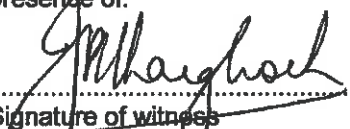
EXECUTED as a deed


Signing page

EXECUTED as an agreement

DATED: 20TH MARCH 2014.


SIGNED on behalf of the STATE OF)
QUEENSLAND acting through the)
DEPARTMENT OF NATURAL)
RESOURCES AND MINES in the)
presence of:



Signature of witness
JOHN PAUL LANGBECK
Name of witness (block letters)


Signature of authorised person
MINISTER FOR NATURAL RESOURCES
Office held AND MINES.
ANDREW CRIPPS
Name of authorised person (block
letters)

CRAIG DESMOND DOYLE
Executed by ~~LEO MARIO ZUSSINO~~)
and ~~MARIETTE LANSDELL~~ as)
attorneys for ~~GLADSTONE PORTS~~)
~~CORPORATION LIMITED~~ under power)
of attorney no. 713270290 in the)
presence of:)


Signature of witness
ALISSA MAY CASTRIOSOS
Name of witness (block letters)


By executing this Deed the attorney
states that the attorney has received no
notice of revocation of the power of
attorney - ~~Leo Mario Zussino~~
CRAIG DESMOND DOYLE


By executing this Deed the attorney
states that the attorney has received no
notice of revocation of the power of
attorney - ~~Mariette Lansdell~~

SIGNED, SEALED AND DELIVERED
by Kerry Blackman in the presence of:

Signature of witness

SCOTT EVAN SINGLETON

SOLICITOR
Name of witness (block letters)

Signature of KERRY BLACKMAN

SIGNED, SEALED AND DELIVERED
by Dean Sarra in the presence of:

Signature of witness

Andrea Bell

Name of witness (block letters)

Signature of DEAN SARRA

SIGNED, SEALED AND DELIVERED
by Lurleen Blackman in the presence of:

Signature of witness

SCOTT EVAN SINGLETON

SOLICITOR
Name of witness (block letters)

Signature of LURLEEN BLACKMAN

SIGNED, SEALED AND DELIVERED
by Richard Johnson in the presence of:

Signature of witness

SCOTT EVAN SINGLETON

SOLICITOR
Name of witness (block letters)

Signature of RICHARD JOHNSON

SIGNED, SEALED AND DELIVERED
by **Nat Minniecon** in the presence of:

.....
Signature of witness

.....**SCOTT EVAN SINGLETON**.....
Name of witness (block letters)

.....
Signature of **NAT MINNIECON**

SIGNED, SEALED AND DELIVERED
by **Matthew Cooke** in the presence of:

.....
Signature of witness

.....**SCOTT EVAN SINGLETON**.....
Name of witness (block letters)

.....
Signature of **MATTHEW COOKE**

SIGNED, SEALED AND DELIVERED
by **Neville Johnson** in the presence of:

.....
Signature of witness

.....
Name of witness (block letters)

.....
Signature of **NEVILLE JOHNSON**