

JAMIE ROBERT MORRIS
OUT WEST RESOURCES
[Insert "The Miner Details"]
(If applicable - ACN:)

and

[Insert "The Determined Native Title Holder" or "The Native Title
Claimant Group" Details]

NATIVE TITLE SERVICES GOLDFIELDS

**REGIONAL STANDARD HERITAGE PROTECTION AND MINERAL
EXPLORATION AGREEMENT**

for

[Insert the Native Title Lands/People]

of

**the GOLDFIELDS Region
(ARB 13)**

TENEMENTS COVERED BY THIS AGREEMENT				
P 24/5881				

WESTERN AUSTRALIA
OATHS, AFFIDAVITS AND STATUTORY DECLARATIONS ACT 2005

STATUTORY DECLARATION

I, JAMIE ROBERT MORRIS - CARPENTER
12 ELIZABETH STREET COTTESLOE, WA, 6011
{name, address and occupation of person making declaration}

DO SOLEMNLY AND SINCERELY DECLARE:

1. (i) I am the applicant for Prospecting Licence No(s) P24/5881

(ii) I am duly authorised as the agent for _____
being the applicant for Prospecting Licence No(s) _____
2. (**) The Tenement Applicant has offered to enter into a Regional Standard Heritage Agreement (RSHA) with the NATIVE TITLE SERVICES GOLOFELOS (native title party)
by executing the RSHA and sending it to PO BOX 3007 EAST PERTH 6004 (postal recipient)
on _____ (date) for the NATIVE TITLE SERVICES GOLOFELOS (native title party)
to execute should they accept the offer.

(**) The Tenement Applicant and the _____ (native title party)
have previously entered into a Goldfields RSHA commencing _____ (date)
and terminating on _____ (date)
(note- see Attachment 5 of Goldfields RSHA if applicable).

(**) The Tenement Applicant and the ~~NATIVE TITLE SERVICES GOLOFELOS~~ (native title party)
have previously entered into an alternate heritage agreement (AHA) commencing
_____ (date) and terminating on _____ (date)
3. I believe that the Tenement Applicant has satisfied the State Government Policy conditions *(by correctly completing the relevant RSHA in accordance with the RSHA checklist prepared by the Native Title Representative Body)* for the inclusion of the statement, in the s.29 Native Title Act 1993 Notice, that the grant of the above Prospecting Licence/s is an act attracting the expedited procedure.
4. This declaration is true and I know that it is an offence to make a declaration knowing that it is false in a material particular.
5. This declaration is made under the *Oaths, Affidavits and Statutory Declarations Act 2005*.

DECLARED at this day of 20....

Signature of person making the declaration

_____ before me _____
Name of authorised witness & qualification as such
a witness

TABLE OF CONTENTS

1.	DEFINITIONS	3
2.	INTERPRETATION	6
3.	COMMITMENT TO CO-OPERATE	7
4.	IDENTIFYING AREAS WHERE SURVEY REQUIRED	7
5.	CO-OPERATION FOR SURVEY	8
6.	CO-ORDINATING ANTHROPOLOGIST	8
7.	SURVEY COSTS	8
8.	SURVEY PROCEDURES	10
9.	THE SURVEY REPORT	12
10.	CONFIDENTIAL INFORMAITON	13
11.	DURATION AND REVIEW OF AGREEMENT	13
12.	ASSIGNMENT	14
13.	APPLICATION OF CLAUSES	14
14.	DISPUTE RESOLUTION	14
15.	NOTICES	14
16.	GENERAL	15
17.	COUNTERPARTS	16
	EXECUTION PAGES	17
	ATTACHMENT 1A – HERITAGE NOTICE – GUIDELINES FOR SURVEY REPORTS WHERE SITE IDENTIFICATION MODEL WITHOUT CULTURAL DETAILS IS USED	20
	ATTACHMENT 1B – HERITAGE NOTICE – GUIDELINES FOR SURVEY REPORTS WHERE SITE AVOIDANCE MODEL IS USED	22
	ATTACHMENT 2 – ABORIGINAL HERITAGE INFORMATION TO BE SUBMITTED TO DEPARTMENT OF PLANNING, LANDS AND HERITAGE	23
	ATTACHMENT 3 – LOW IMPACT ACTIVITY	24
	ATTACHMENT 4 – BUDGET	25
	ATTACHMENT 5 – APPLICATIONS	27

REGIONAL STANDARD HERITAGE PROTECTION AND MINERAL EXPLORATION AGREEMENT

DATE OF AGREEMENT:

PARTIES:

NATIVE TITLE SERVICES GOLDFIELDS

[Insert Determined Native Title Holder or Claimant Group details or AUTHORISED AGENT]

(ABN:) of [Insert Postal address for service]; PO BOX 3007 WEST PERTH 6004

and

JAMIE ROBERT MORRIS

[Insert 'The Explorer/Prospector' applicant details] (If applicable - ACN:) of

[Insert Postal address for service] ("Miner")

PO BOX 6183 SWANBOURNE, WA 6010

BACKGROUND:

- A. 1 - The Native Title Claim Group (if applicable) has lodged an application for a determination of native title (WC ____ / ____) that has been registered by the National Native Title Tribunal pursuant to the NTA ("the Claim"); or,
- 2 – The Determined Native Title Holder (if applicable) has been determined to hold native title (WCD ____ / ____) as made on [insert date of determination] by the Full Court of the Federal Court ("the Determination").
- B. The Miner has made Applications and may in the future seek to make additional Applications in the Native Title Claim Area.
- C. The Parties have agreed to enter into this Agreement to:
- (i) enable the Applications to be granted without objection; and
 - (ii) ensure that in the exercise of rights under the Tenements by or on behalf of the Miner, Aboriginal Sites are protected.

IT IS HEREBY AGREED:

DEFINITIONS AND INTERPRETATIONS

1 DEFINITIONS

In this Agreement, including the schedules and attachments, unless the contrary intention appears:

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

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

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

Application(s) means either:

- a) the applications for exploration, prospecting or retention licence(s) applied for by the Miner from time to time under the Mining Act over the Native Title Claim or Determination Area for the duration of this Agreement; or
- b) if the Miner completes the ATTACHMENT 5 by listing the applications for exploration, prospecting or retention licence(s) it intends this Agreement to extend to, then only those applications for exploration, prospecting or retention licence(s) so listed in the ATTACHMENT 5;

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

Authorised Agent means the Native Title Services Goldfields or another entity appointed from time to time by the Native Title Claim Group to implement and administer this Agreement on their behalf and notified to the Miner;

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

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

Co-ordinating Anthropologist means the person so described in clause 6.1 of this Agreement;

CPI means, in respect of a Calendar Quarter, the Consumer Price Index Groups index number for the weighted average of 8 capital cities published by the Australian Bureau of Statistics (excluding the GST impact) under catalogue number 6401.0 for that Calendar Quarter;

Determination means the Determination referred to in Background A2 (if applicable)

Determination Area means the land and waters subject to the Determination.

Determined Native Title Holder see Native Title Party.

Final Report is defined in clause 9.3;

Heritage Account means the bank account opened by the Native Title Claim Group or their Authorised Agent for the purposes specified in clause 7.2(a)(i) and clause 7.2 ;

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

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

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

NTA or Native Title Act means the Native Title Act 1993 (Cth);

Native Title Claim means the Claim referred to in Background A1 (if applicable)

Native Title Claim Area means the area the subject of the Native Title Claim;

Native Title Claim Group see Native Title Party

Native Title Party means either (whichever is applicable to this agreement):

- a) the Native Title Claim Group referred to in Background A1, or
- b) the Determined Native Title Holder referred to in Background A2.

Objection means any objection under section 32(3) of the NTA to the inclusion in a notice under section 29 of the NTA of a statement that an act is an Act Attracting the Expedited Procedure;

Office Management Account means the bank account opened by the Native Title Claim Group or their Authorised Agent for the purpose specified in clause 7.2b);

Party means a party to this Agreement;

Registered Native Title Claimant has the meaning given in the NTA;

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

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

Site Identification Survey without Cultural Detail means a Survey carried out using the Site Identification without Cultural Detail Model;

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

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

Survey Team is defined in clause 8.2(b);

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

2 INTERPRETATION

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

- 2.1 words expressed in the singular include the plural and vice versa;
- 2.2 words expressed in one gender include the other genders;
- 2.3 an expression importing a natural person includes a company, partnership, joint venture, association, corporation or other body corporate or governmental or semi-governmental entity;
- 2.4 a reference to a thing includes a part of that thing but is not to be taken as implying that performance of part of an obligation is the performance of the whole;
- 2.5 a reference to a clause, schedule or annexure is a reference to a clause of or schedule or annexure to this Agreement;
- 2.6 where the day on or by which a thing is required to be done is not a Business Day that thing must be done on or by the succeeding Business Day;
- 2.7 a covenant or agreement by more than one person binds, and is enforceable against, those persons jointly and each of them severally;
- 2.8 a covenant or agreement by the Miner binds and is enforceable against those persons severally but not jointly and severally;
- 2.9 no rules of construction apply to the disadvantage of a Party because that Party was responsible for the drafting of this Agreement or of any of the provisions of this Agreement;
- 2.10 a reference to a statute, code, regulation, order, ordinance, by-law or other legislation or subordinated or delegated legislation or provision of it includes any amendment, substitution, re-enactment or consolidation of it;
- 2.11 a reference to a statute includes every regulation, order, ordinance, by-law, subordinated or delegated legislation and proclamation made or issued under that statute;
- 2.12 where a word or phrase is given a defined meaning in this Agreement, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;

2.13 a reference to any document, instrument or agreement, including this Agreement, includes a reference to that document, instrument or agreement as amended, novated, supplemented, varied or replaced from time to time; and

2.14 "*including*" means "including, but not limited to".

3 COMMITMENT TO CO-OPERATE

3.1 The Parties affirm their commitment to cooperate with each other in order to ensure the proper identification, management and preservation of Aboriginal Sites within the Tenements.

3.2 The Parties agree that if, after having considered the factors listed in clause 4.2 of this Agreement, a Survey is required:

(a) the Miner may elect a Site Avoidance Survey or a Site Identification Survey Without Cultural Detail where the Miner intends to conduct any Low Impact Activity; and

(b) where the Miner intends to conduct more significant activities than Low Impact Activities a Site Identification Survey Without Cultural Detail is required.

3.3 In consideration of the Miner agreeing to comply with this Agreement, the Native Title Party agrees:

(a) Not to lodge an Objection against the grant of the Applications;

(b) if an Objection has been lodged, to withdraw the Objection within 7 days after the signing of this Agreement; and

(c) to enter into any further or supplementary agreement (including an agreement of the type referred to in section 31 of the NTA) necessary to perfect the grant of the Applications.

3.4 The Miner agrees not to make an application under Section 18 of the Aboriginal Heritage Act with respect to any area within the Tenements without first giving the Native Title Party at least 60 days written notice of its intention to do so and consulting with the Native Title Party during that time with a view to avoiding or minimising the impact of the proposed activity on any Aboriginal Sites.

4 IDENTIFYING AREAS WHERE SURVEY REQUIRED

4.1 The Parties will consult with each other to decide which parts of the Tenements require Survey.

4.2 Factors to be taken into account by the Parties in determining whether a Survey (and if so, what kind) or some other level of inquiry or consultation should take place in relation to the Tenements include:

- (a) whether there have been any previous assessments of the relevant part of the Tenements, the results and methodology of those assessments and the standard and quality of assessment given the time period in which it was done;
- (b) the extent to which the land has been disturbed by previous activity;
- (c) whether the Register maintained by the Department of Planning, Lands and Heritage discloses the existence of any potential Aboriginal Site on the land;
- (d) the nature of the activities to be conducted on the land; and
- (e) any other relevant factor raised by any of the Parties.

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

5 CO-OPERATION FOR SURVEY

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

6 CO-ORDINATING ANTHROPOLOGIST

- 6.1 The Co-ordinating Anthropologist will be a person agreed to by the Parties.
- 6.2 The Co-ordinating Anthropologist will cause Surveys to be carried out in accordance with this Agreement.
- 6.3 The Co-ordinating Anthropologist will, in accordance with this Agreement, work with the Survey Team appointed in accordance with clause 8.2(a) and, unless the Miner has agreed to be responsible for all logistical arrangements, ensure that all logistical arrangements are made for the Survey.
- 6.4 Any brief from the Miner to the Co-ordinating Anthropologist and such person as may be appointed in terms of section 8.2(b)(iv) and (v) is to be consistent with the provisions of this Agreement.

7 SURVEY COSTS

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

7.2 The Miner will in accordance with the agreed budget:

a)

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

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

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

Where:

- CPI_n is the CPI for the Quarter ending 31 December in the year before each anniversary of 1 January 2003 in respect of which the revised amount is being determined; and

- CPI_{4Q2002} is the CPI for the Quarter ending 31 December 2002.

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

c) pay to the Office Management Account at the time specified in the budget a fee to cover and be used exclusively for office administration, stationery, equipment and related expenses incurred by the Native Title Party for the purpose of co-ordinating Surveys and protecting Aboriginal Sites. The amount of the fee shall, unless otherwise agreed, be \$350 if the field work component of the Survey is completed within one day and if the field work component of the Survey is completed within two days or three days a further amount of \$150 for each additional day's fieldwork shall be paid;

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

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

8 SURVEY PROCEDURES

8.1 Background Information

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

- (a) establish the location of the Tenements;
- (b) establish the date(s) for the Survey to take place;
- (c) obtain a topographic and tenement map of the Tenements from the Miner who has to use reasonable endeavours to ensure that maps provided are accurate;
- (d) obtain an aerial photograph of the Tenements, if available; and
- (e) establish what Aboriginal Sites, if any, are already identified in the Tenements based on any previous reports or other information pertaining to the Tenements.

8.2 Survey Team

- (a) The Co-ordinating Anthropologist will, in consultation with the Authorised Agent and the Native Title Party, select a group of individuals, the number of which is determined in clause 7.2(a)(i) who are recognised to have cultural and traditional knowledge of and who are authorised by the Native Title Party and are appropriate to speak about Aboriginal heritage issues for the Native Title Claim or Determination Area to be members of the Survey Team (the "Informants").
- (b) The Survey Team will comprise:
 - (i) the Co-ordinating Anthropologist;
 - (ii) the Informants; and
 - (iii) up to two other Aboriginal persons (unless more are agreed) with appropriate cultural knowledge who the Co-ordinating Anthropologist considers need to participate in the Survey because of his/her/their knowledge;

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

The following persons may also participate in the Survey:

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

8.3 Survey

- (a) The Survey Team will as appropriate in the circumstances:
 - (i) undertake visits to the Tenements;
 - (ii) identify any Aboriginal Sites in the Tenements or, in the case of a Site Avoidance Survey, determine the area to be avoided due to the presence of an Aboriginal Site;
 - (iii) record the external boundaries of all Aboriginal Sites or in the case of a Site Avoidance Survey, the area to be avoided due to the presence of an Aboriginal Site using a GPS;
 - (iv) record relevant Aboriginal Site information or in the case of a Site Avoidance Survey, the area to be avoided on an official Department of Planning, Lands and Heritage Site Recording Form;
 - (v) mark the external boundaries of identified Aboriginal Sites or in the case of a Site Avoidance Survey, the area to be avoided due to the presence of an Aboriginal Site on the topographic and tenement map referred to in 8.1(c); and

- (vi) make recommendations for the protection and management of any Aboriginal Site identified by the Survey Team.

9 THE SURVEY REPORT

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

- (a) In the case of a Site Avoidance Survey, in conducting Low Impact Activities; and
- (b) In the case of a Site Identification Survey Without Cultural Detail, in conducting exploration, mining and associated activities so as to avoid disturbance of identified Aboriginal Sites.

10 CONFIDENTIAL INFORMATION

10.1 Cultural Information

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

11 DURATION AND REVIEW OF AGREEMENT

- 11.1 It is intended that this Agreement continue until it is terminated by either party giving to the other notice of termination or it is replaced by another agreement.

11.2 Despite clause 11.1 the provisions of this Agreement will continue to apply to any Tenements (including any renewals or extensions of term) granted to the Miner during the term of this Agreement but only while they are in force.

11.3 The provisions of this Agreement (other than clause 10.1) do not apply to the Miner to the extent it ceases to be the holder of any of the Tenements.

11.4 Clause 10.1 survives the expiry or termination of this Agreement.

11.5 Any of the provisions of this Agreement may be reviewed at any time by consent.

12 ASSIGNMENT

12.1 The Miner may assign the whole or part of its interest in this Agreement to an Assignee or prospective Assignee of the whole or any part of any or all of the Tenements provided that the Assignee covenants to be bound by the terms of this Agreement.

13 APPLICATION OF CLAUSES

13.1 The provisions of this Agreement (other than clause 10.1) apply only to that part of the Native Title Claim or Determination Area which remains subject to:

- (a) the Native Title Claim or Determination;
- (b) another native title claim made by or on behalf of the Native Title Party (either alone or in conjunction with others); or
- (c) an approved determination that the Native Title Party holds native title (either alone or in conjunction with other persons) in respect of that part of the Native Title Claim or Determination Area.

14 DISPUTE RESOLUTION

If a dispute arises between the Parties in connection with this Agreement:

14.1 Any Party may give notice in writing to the other Party identifying the nature of the dispute.

14.2 The Parties will consult with each other to attempt to resolve the dispute. If the Parties cannot resolve the dispute within 30 days of service of the notice of dispute, either Party may refer the dispute to mediation.

14.3 Such mediation is to be conducted by a person agreed upon by the Parties or if the Parties are unable to agree, a person nominated by the President or Acting President of the Law Society of Western Australia.

- 14.4 In the event that the dispute remains unresolved at the expiration of 28 days from the date of referral to mediation, the Parties may have recourse to general law remedies.

15 NOTICES

- 15.1 Unless this Agreement expressly states that the Parties may communicate in a different way, the Parties must communicate by written notice.

- a) For the purpose of this clause the address or email address to which notices are to be sent shall be:

[The Miner]

Postal Address:

Phone:

Email:

Attention:

[The Determined Native Title Holder (If applicable)]

Postal Address:

Phone:

Email:

Attention:

[The Native Title Claim Group, or Authorised Agent]

Postal Address:

Phone:

Email:

Attention:

- b) Subject to a negative notification, a notice sent by email is received when the sender receives a delivery status notification from the recipient's email server.
- c) A notice takes effect at the time stated in the notice.
- d) If no time is stated or the time is before receipt, then a notice takes effect upon receipt.
- e) A Party may vary its address by sending a written notice to the other Party.
- f) A Party must use the new address from the time that it receives the notice.

16 GENERAL

16.1 Governing Law

This document is governed by the law in force in Western Australia.

16.2 Operation of this document

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

16.3 Goods and Services Tax

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

17 COUNTERPARTS

This document may be executed in counterparts.

EXECUTION PROVISIONS

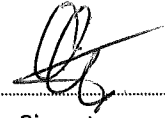
THE MINER

IF AN INDIVIDUAL

SIGNED by

JAMIE ROBERT MORRIS

Name of Signatory in full



Signature of Miner

PROSPECTOR

Signatory's position

AN AUTHORISED REPRESENTATIVE

AND ON BEHALF OF THE MINER

in the presence of:

Witness name

Witness signature

IF A COMPANY

In accordance with section 127 of the Corporations Act 2001 (Cth):

[INSERT COMPANY NAME AND ACN****]

Signature of Director

Signature of Secretary/Other Director

Name of Director in full

Name of Secretary/Other Director in full

EXECUTION PROVISIONS

REGISTERED NATIVE TITLE CLAIMANTS

HEREIN REPRESENTED BY NATIVE TITLE SERVICES GOLDFIELDS

SIGNED ON BEHALF OF THE [INSERT NATIVE TITLE CLAIMANT GROUP]

THE COMMON SEAL of NATIVE TITLE SERVICES GOLDFIELDS [ABN: 54 635 417 042] was hereunto affixed in the presence of:

SIGNED by

.....
Name of Authorised Person in full

.....
Signature of Authorised Person

ON BEHALF OF THE NTP in the presence of:

.....
Witness name

.....
Witness signature

SIGNED by

.....
Name of Authorised Person in full

.....
Signature of Authorised Person

ON BEHALF OF THE NTP in the presence of:

.....
Witness name

.....
Witness signature

SIGNED by

.....
Name of Authorised Person in full

.....
Signature of Authorised Person

ON BEHALF OF THE NTP in the presence of:

.....
Witness name

.....
Witness signature

EXECUTION PROVISIONS

DETERMINED NATIVE TITLE HOLDERS

SIGNED ON BEHALF OF THE [INSERT DETERMINED NATIVE TITLE HOLDERS]

THE COMMON SEAL of [INSERT PRESCRIBED BODY CORPORATE DETAILS] [ABN: *****]
was hereunto affixed in the presence of:

SIGNED by

.....
Name of Authorised Person in full

.....
Signature of Authorised Person

ON BEHALF OF THE NTP in the presence of:

.....
Witness name

.....
Witness signature

SIGNED by

.....
Name of Authorised Person in full

.....
Signature of Authorised Person

ON BEHALF OF THE NTP in the presence of:

.....
Witness name

.....
Witness signature

SIGNED by

.....
Name of Authorised Person in full

.....
Signature of Authorised Person

ON BEHALF OF THE NTP in the presence of:

.....
Witness name

.....
Witness signature

ATTACHMENT 1A HERITAGE NOTICE

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

1. Copyright/Confidentiality

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

1. Assessment Personnel

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

2. Assessment Date(s)

Insert the date(s) field work conducted.

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

- (a) *Details* of the area assessed, ie. tenement numbers "x" to "z" or the "abc" pastoral lease or the area shown on the map contained in the Final Report.
- (b) *Site name and number*, if given to existing sites, and Department of Indigenous Affairs reference number, if known.
- (c) *Site type*, ie. archaeological or ethnographic or both.
- (d) *Grid references*, ie. Eastings and Northings (of the coordinate description eg. AMG/MGA), the AMG Zone (ie. Zone 51) and the type of equipment used – GPS or DGPS or Survey or other.
- (e) *Dimensions*, ie. approximately 10m east – west and 5m north – south.

- (f) *Location*, ie. where the site is located in relation to tenure or significant topographical feature, eg. the northern corner of M36/459 about 100m east of the prominent hill.
- (g) *Description*, ie. rock pool, granite outcrop.
- (h) *Full names* of person(s) who identified site and other persons present when site identified and date site identified.
- (i) *Significance*, if known. Culturally sensitive information shall not be included.

4. **Recommendations/Comments**

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

1.

ATTACHMENT 1B
GUIDELINES FOR ABORIGINAL HERITAGE ASSESSMENT SURVEY REPORTS
WHERE SITE AVOIDANCE MODEL IS USED

1. Copyright/Confidentiality

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

2. Assessment Personnel

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

3. Assessment Date(s)

Insert the date(s) field inspection conducted.

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

- (a) *Details* of the area assessed, ie. tenement numbers "x" to "z" or the "abc" pastoral lease or the area shown on the map contained in the Final Report.
- (b) *Description* of any areas where exploration activity should not be carried out because of the presence of an Aboriginal site within that area.
- (c) *Grid references*, ie. Eastings and Northings (of the coordinate description eg. AMG/MGA), the AMG Zone (ie. Zone 51) and the type of equipment used – GPS or DGPS or Survey or other.
- (d) *Dimensions*, ie. approximately 10m east – west and 5m north – south.
- (e) *Location*, ie. where the area is located in relation to tenure or significant topographical feature, eg. the northern corner of M36/459 about 100m east of the prominent hill.
- (f) *Full names* of person(s) who identified the area as culturally significant and other persons present when area identified and date area identified.

ATTACHMENT 2

ABORIGINAL HERITAGE INFORMATION TO BE SUBMITTED TO DEPARTMENT OF PLANNING, LANDS AND HERITAGE

1. **Area Assessed**

[Insert here basic description of the area assessed]

2. **Date(s) of Field Work**

[Insert here date(s) of field work]

3. **Names of Aboriginal Representatives**

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

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

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

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

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

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

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

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

ATTACHMENT 3

LOW IMPACT ACTIVITY

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

Category of Impact	Category of Activity
Low Impact Activity	Activities involving no more than minor ground disturbance including: • Field mapping • Sampling using hand methods (including panning, metal detecting and hand auguring) • Ground geophysical surveys • Small exploration camps • Reconnaissance in light vehicles • Drilling using hand held rig or rig mounted on 4 wheel vehicle • Drilling using existing access and without the construction of new roads and tracks (plant roots not to be disturbed) or as otherwise agreed to by the parties.

ATTACHMENT 4 BUDGET

DATE:

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

Page 1	subtotal carried forward	\$.....
--------	--------------------------	---------

4. **Administration fee (as per clause 7.2 (b))**
- | | |
|--|-------|
| Day 1 | \$350 |
| Day 2, if a second days field work is undertaken | \$150 |
| Day 3, if a third day's field work is undertaken | \$150 |

5. BUDGET TOTAL	\$.....
------------------------	----------------

Budget total to be paid by the Miner as follows:

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

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

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

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

GST COMPLIANT INVOICING REQUIRED FOR ALL PAYMENT REQUESTS

ATTACHMENT 5

APPLICATIONS

If this Attachment 5 is completed by the Miner then this Agreement shall only extend to the listed applications for exploration, prospecting or retention licence(s).

The Miner has made the following applications for exploration, prospecting or retention licence(s) as the case may be and declares this Agreement shall only extend to them:

[_____]

[_____]

[_____]

[_____]

[_____]

[_____]

[_____]

IMPORTANT

This declaration must be made before any of the following persons:

Academic (post-secondary institution), accountant, architect, Australian consular officer, Australian diplomatic officer, bailiff, bank manager, chartered secretary, chemist, chiropractor, company auditor or liquidator, court officer, (judge, magistrate, registrar or clerk), Defence Force officer (commissioned, warrant or NCO with 5 years continuous service), dentist, doctor, local government CEO or deputy CEO, local government councillor, loss adjuster, marriage celebrant, Member of Parliament (State or Commonwealth), minister of religion, nurse, optometrist, patent attorney, physiotherapist, podiatrist, police officer, post office manager, psychologist, public notary, public servant (State or Commonwealth), real estate agent, sheriff or deputy sheriff, surveyor, teacher, tribunal officer, veterinary surgeon.

Or,

Any person before whom, under the *Statutory Declarations Act 1959* of the Commonwealth, a statutory declaration may be made.

IMPORTANT INFORMATION:

As of 1 January 2006 there is no provision for Commissioner's of Declarations in Western Australia.