

Cultural Heritage Management Plan for Solar Parks – Crossroads Land Pty Ltd

Crossroads Land Pty Ltd ABN 34 627 077 267 (**Proponent**)

AND

Averil Dillon, Rosemary Bell, Stephen Warner and Deidre Daylight on
their own behalf and on behalf of the Native Title Claim Group
(**Barunggam**)

Cultural Heritage Management Plan for Solar Parks – Crossroads Land Pty Ltd

Details	1
Background	2
General terms	3
1 Defined Terms and Interpretation	3
1.1 Defined Terms	3
1.2 Interpretation	6
2 Approved CHMP	7
3 Term	8
4 Application of CHMP	8
4.1 General	8
4.2 Nominees	8
4.3 Expansion of CHMP Area	9
4.4 Overlapping CHMP Areas	9
4.5 Laws Still Apply	10
4.6 No Secret or Sacred Information	10
4.7 CHMP Register	10
4.8 Mitigation Measures	10
4.9 Cultural Events	11
5 Objectives of CHMP	12
6 Roles and Responsibilities	12
6.1 General	12
6.2 Roles and Responsibilities of the Barunggam and the Service Provider	12
6.3 Roles and Responsibilities of the Proponent	14
6.4 Roles and Responsibilities of the Proponent Contact Officer and the Cultural Heritage Coordinator	14
6.5 Technical Adviser	14
7 Field Officers	15
7.1 Nomination	15
7.2 Obligations and responsibilities	15
7.3 Pre-requisite training	15
7.4 Health and Safety	16
7.5 Ground Disturbance Activities to proceed	17
7.6 Insurance	17
7.7 Daily Time Sheet and Work Reports	18
7.8 Rosters	18
8 Remuneration	18
9 Discoveries during conduct of the Project	19
9.1 Discovery of human remains	19
9.2 Discovery of Aboriginal Cultural Heritage	19
10 Procedure in the event of alleged Breach	20
10.1 Notice and conduct during Breach process	20
10.2 Investigation	20
10.3 Review of Mitigation Measures	21

10.4	Where no Breach	21
10.5	Where Breach	21
10.6	Interviews with personnel	22
10.7	Disciplinary action	22
10.8	Further Cultural Heritage Awareness Training	22
10.9	Additional or amended management measures	22
10.10	Rehabilitation and repair	22
11	Ownership of Cultural Heritage and Intellectual Property	23
12	Dispute resolution	23
12.1	Guiding Principle	23
12.2	Dispute Resolution Process Notice	23
12.3	Conference of Proponent Contact Officer and Cultural Heritage Coordinator	23
12.4	Conference of the Parties	23
12.5	Independent Expert	23
12.6	General	24
13	Acknowledgement	24
14	Confidentiality	24
	Prohibited and permitted disclosure	24
15	Notices and Communication	25
15.1	Service of notices	25
15.2	Effective on receipt	25
16	Goods & Services Tax	26
16.1	Construction	26
16.2	Consideration GST exclusive	26
16.3	Payment of GST	26
16.4	Timing of GST payment	26
16.5	Tax invoice	26
16.6	Adjustment event	26
16.7	Reimbursements	26
17	Miscellaneous	27
17.1	Further acts	27
17.2	Counterparts	27
17.3	Alterations	27
17.4	Assignment	27
17.5	Entire agreement	27
17.6	Severability	27
17.7	Waiver	28
17.8	Governing law and jurisdiction	28
17.9	Force majeure	28
17.10	Costs	28
	Annexure 1 – Conditions and rates for services	32
	Annexure 2 – Timesheet	34
	Annexure 3 – Field Officer Report Form	35
	Annexure 4 – Alleged Breach form	36
	Annexure 5 – Invoice format	38

Annexure 6 – Human Remains Guidelines	39
Annexure 7 – CHMP Area	40
	<u>Error! Bookmark not defined.</u> 40
Annexure 8 – CHMP Deed	41
Annexure 9 – Cultural Heritage Management Strategy	43
Annexure 10 – Terms of Reference	44

Details

Date		
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Parties		
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	Attention	Ian Reed

Background

- A** The Proponent develops renewable energy projects in Australia, including solar farms. The Proponent is proposing to develop the Project in the CHMP Area.
- B** The Proponent issued a written notice to the Barunggam, as an Aboriginal party for the CHMP Area in accordance with the requirements of Part 7 of the ACHA, on 05 August 2019. Subsequently:
 - (a) the Barunggam responded on 08 August 2019 that they wished to take part in developing this CHMP in accordance with section 98(1) of the ACHA; and
 - (b) The Proponent endorsed the Barunggam to take part in developing this CHMP in accordance with section 98(2) of the ACHA on 08 August 2019.
- C** While the Parties intend for this CHMP to be an approved CHMP under Part 7 of the ACHA, the Parties have agreed that the CHMP may remain as “another agreement with an Aboriginal Party” under section 23(3)(a)(iii) of the ACHA if the CHMP is not able to be approved for any reason.
- D** The Parties acknowledge that the Project has the potential to affect Aboriginal Cultural Heritage which may exist within the CHMP Area.
- E** The Parties have agreed to the terms of this CHMP to:
 - (a) ensure that Harm to any Aboriginal Cultural Heritage within the CHMP Area is avoided or minimised, so that the Project is undertaken in a manner that is compliant with the Cultural Heritage Protection Provisions, including the Cultural Heritage Duty of Care; and
 - (b) to meet the mandatory CHMP requirements under the ACHA where any environmental impact statement is required.

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 section 35 of the ACHA.

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

Additional Areas has the meaning given to that term in clause 4.3.

Alleged Breach Form means the form contained in Annexure 4.

Barunggam means the living persons comprising the former Registered Native Title Claimant in the former (deregistered) Native Title Claim who are Averil Dillon, Rosemary Bell, Deidre Daylight and Stephen Warner on their own behalf and on behalf of the Native Title Claim Group.

Barunggam Cultural Heritage Awareness Training Convenor means a suitably qualified member of the Native Title Claim Group, nominated by the Barunggam from time to time, to provide Cultural Heritage Awareness Training.

Barunggam Representatives means Field Officers, Cultural Heritage Coordinators, the Barunggam Cultural Heritage Awareness Training Convenor and other persons involved in any process under this CHMP on behalf of the Barunggam.

Breach means any act or omission in contravention of this CHMP which has caused or contributed to Harm to Aboriginal Cultural Heritage.

Business Day means:

- (a) for receiving a notice under clause 15, 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 Queensland.

Chief Executive means the chief executive of DATSIP.

CHMP means this cultural heritage management plan.

CHMP Area means the area located at Kogan Condamine Road, Crossroads, Queensland, and comprised of parts of: Lots 8RP190982, 4ROG3414, 3RG569, 1RP138057, 23RG85; Easements AW SP265394, AJ SP249463, A SP211631, AV SP265393; and Kogan Condamine Road, Avenue Road, Clynes Road and Fletts Road West road reserves. The CHMP Area is shown in the map in Annexure 7 and is intended to have the same meaning as 'plan area' in the ACHA.

CHMP Deed means the deed poll contained in Annexure 8, which Nominees may execute at their option for the purpose of receiving the benefit of and being bound by the terms of this CHMP.

CHMP Register has the meaning given to that term in clause 4.74.6.

Commencement Date has the meaning given to that term in clause 3(a).

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 Awareness Training means the training to be carried out in accordance with the Mitigation Measures.

Cultural Heritage Coordinator means an individual nominated by the Barunggam to assist with the organisation and mobilisation of Field Officers and a Technical Adviser for implementation of agreed Mitigation Measures and representatives of the Native Title Claim Group for Cultural Heritage Awareness Training.

Cultural Heritage Inspection means the Cultural Heritage Inspection undertaken by the Barunggam Representatives in relation to the CHMP Area in accordance with the Terms of Reference (Schedule 10) for the purpose of identifying any Aboriginal Cultural Heritage that may be present in the CHMP Area and the potential impacts of the Project on any such Aboriginal Cultural Heritage.

Cultural Heritage Management Strategy is a strategy documenting the agreed Mitigation Measures, to be developed in accordance with Clause 4.9 (b) following completion of the Cultural Heritage Inspection, and once complete shall contained in Annexure 9.

Cultural Heritage Report means the report describing the processes and outcomes of the Cultural Heritage Inspection undertaken in the CHMP Area in accordance with the Terms of Reference, which includes a description of any Aboriginal Cultural Heritage identified during the Cultural Heritage Inspection.

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

DATSIP means the Queensland Department of Aboriginal and Torres Strait Islander Partnerships, or any successor agency which is responsible for the administration of the ACHA.

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 Service Provider to manage Aboriginal Cultural Heritage in the CHMP Area in accordance with this CHMP.

Field Officer Report Form means the form contained in Annexure 3.

Force Majeure Event means anything outside a Party's reasonable control including, but not limited to, fire, storm, flood, earthquake, explosion, war, invasion, rebellion, sabotage, epidemic, labour dispute, failure or delay in transportation.

Ground Disturbance Activities means:

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

in the CHMP Area by the Proponent or its employees or Nominees, but does not include:

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

Harm has the meaning given to that term in the ACHA.

Human Remains Guidelines means the guidelines gazetted under the ACHA, which are in summary set out at Annexure 6 and otherwise accessible at <https://www.datsip.qld.gov.au/resources/datsima/people-communities/cultural-heritage/guidelines-human-remains.pdf>.

Independent Expert means a suitably qualified and experienced archaeologist or anthropologist agreed to by the Parties, or in the absence of such agreement, a person who is nominated for the purpose by the President of the Australian Association of Consultant Archaeologists Inc. or the President of the Australian Anthropological Society (as the case may be) and who has not previously been contracted by any of the Parties in relation to the implementation of this CHMP. For clarity, the Independent Expert will be a different person to any Technical Adviser.

Mitigation Measures means measures to avoid or minimise Harm to Aboriginal Cultural Heritage agreed by the Parties following completion and in light of the Cultural Heritage Inspection and the Cultural Heritage Report and conducted in accordance with the Cultural Heritage Management Strategy (which includes a walk over of the CHMP Area and Cultural Heritage Awareness Training).

Monitoring means supervision by Field Officers of Ground Disturbance Activities being carried out in the CHMP Area, in accordance with any applicable procedures and requirements detailed in the Mitigation Measures.

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

Native Title Claim means the former (deregistered) Barunggam People Native Title Determination Application (QUD6005/1999).

Native Title Claim Group means the Native Title Claim Group, as that term is defined in the Native Title Act, for the Native Title Claim.

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

Native Title Party has the meaning given to that term in the ACHA.

New Discovery means a discovery of Aboriginal Cultural Heritage during the conduct of the Project that was not otherwise identified in the Cultural Heritage Report or during implementation of the Mitigation Measures.

Nominee means a person, including a contractor or independent developer, involved in the Project, who has been nominated by the Proponent from time to

time by recording in the CHMP Register in accordance with clause 4.7(g)4.6(g) and who has entered into a CHMP Deed.

Notice has the meaning given to that term in clause 15.1.

Party means the Proponent or the Barunggam, and **Parties** means both of them, provided that where a Nominee is acting under this CHMP in accordance with clause 4.2(a), references to Party or Parties in this CHMP will be read, as appropriate, as referring to the Nominee in substitution for the Proponent.

Project means the construction, operation and maintenance of Solar Farms, including potential future expansion of solar farms and connection to the nearby Powerlink (Orana) Substation by way of transmission lines to be constructed across Fletts Road West.

Proponent means Crossroads Land Pty Ltd (ABN 34 627 077 267). Where a Nominee is acting under this CHMP in accordance with clause 4.2(a), references to Proponent will, as appropriate, be read as referring to the Nominee.

Proponent Contact Officer means the person appointed by the Proponent from time to time to undertake the roles and responsibilities set out in clause 6.4 and elsewhere in this CHMP, and who as at the date of this CHMP is Rebecca Meek or as otherwise nominated by the Proponent from time to time and notified to the Barunggam and the Service Provider.

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

Registered Native Title Claimant has the meaning given to that term in the Native Title Act.

Related Body Corporate has the meaning given to that term in the *Corporations Act 2001* (Cth).

Service Provider means the entity nominated by the Barunggam from time to time that is technically and financially competent to perform the roles under this CHMP, and which, as at the date of this CHMP, is Cultural Heritage Solutions Pty Ltd.

Technical Adviser means the archaeologist or anthropologist or suitably qualified person appointed under clause 6.5 from time to time who provides professional advice to the Barunggam and the Proponent in relation to Aboriginal Cultural Heritage and other technical assistance under this CHMP.

Terms of Reference is the agreement entered into by Barunggam with Crossroads Land Pty Ltd (ABN 34 627 077 267 for the purpose of: conducting the Cultural Heritage Inspection; preparing the Cultural Heritage Report; and developing Mitigation Measures for the Project.

Timesheet means the form contained in Annexure 2.

1.2 Interpretation

In this CHMP, 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 clause, schedule or annexure is to a clause of, or schedule or annexure to, this CHMP, and a reference to this CHMP includes any schedule or 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 CHMP 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 Approved CHMP

- (a) The Parties agree that the Proponent will seek approval of this CHMP in accordance with Part 7 of the ACHA, the requirements of which the Parties have satisfied in the development of this CHMP and in seeking to have this CHMP approved. The Barunggam authorise and consent to the Proponent providing a copy of this CHMP to and making application to the Chief Executive for this purpose.
- (b) The Proponent will give a Notice to the Barunggam within 10 Business Days of the Proponent being informed of the approval (or otherwise) of this CHMP.
- (c) Subject to clause 2(d), the Parties agree that from the Commencement Date until (and to the extent of) the approval of this CHMP in accordance with Part 7 of the ACHA, this CHMP is "another agreement" in accordance with section 23(3)(a)(iii) of the ACHA.

- (d) If the Proponent has sought the approval of this CHMP in accordance with Part 7 of the ACHA as contemplated in clause 2(a) and the CHMP is not approved for any reason, then the Parties will work co-operatively and take any reasonable steps as may be necessary in order for this CHMP to be so approved, and the Proponent agrees to provide reasonable resources to the Barunggam to enable this to occur.
- (e) The Parties agree that, upon commencement of this CHMP, the Terms of Reference will terminate in accordance with its terms.

3 Term

- (a) This CHMP commences on the date the last of the Parties executes it (**Commencement Date**) and will terminate upon the completion of all work in the CHMP Area as notified by the Proponent in writing to the Barunggam.
- (b) The Proponent may, at its absolute discretion, terminate this CHMP at any time, by giving written notice to the Barunggam, if the Barunggam are no longer the Aboriginal Party for the CHMP Area.
- (c) Any indemnity or any obligation of confidence under this CHMP is independent and survives termination of this CHMP. Any other term by its nature intended to survive termination of this CHMP survives termination of this CHMP.

4 Application of CHMP

4.1 General

- (a) The Parties agree to comply with the provisions of this CHMP and to act in good faith in relation to each other in the implementation of this CHMP.
- (b) The purpose of this CHMP is to ensure that the Proponent and its employees comply with the Cultural Heritage Protection Provisions through complying with this CHMP.
- (c) The Barunggam acknowledge and agree that if the Proponent and its employees act in accordance with the provisions of this CHMP they will respectively be compliant with the Cultural Heritage Duty of Care.
- (d) This CHMP covers the protection and management of all Aboriginal Cultural Heritage in the CHMP Area for the purposes of the Project, and all activities undertaken for, or in relation to, the Project.

4.2 Nominees

- (a) The Parties acknowledge that:
 - (i) any contractor or independent developer carrying out aspects of the Project which, if carried out by the Proponent would be the subject of this CHMP, may, at the Proponent's discretion, be nominated by the Proponent as a Nominee for the purposes of this clause 4.2(a) and in accordance with the process in clause 4.7(g);
 - (ii) the Proponent will include a requirement for compliance with this CHMP as a condition of any contracts or other legally binding arrangements entered into by the Proponent with a Nominee;

- (iii) the Proponent will procure that each Nominee enter into a CHMP Deed;
 - (iv) by the Proponent nominating a Nominee, and following the execution of a CHMP Deed by the Nominee, the Parties accept that the Nominee will act under this CHMP, but will do so in its own capacity only and not as the agent of the Proponent;
 - (v) the Proponent will not be liable for the acts or omissions of any Nominee;
 - (vi) where the Nominee acts contrary to the requirements of this CHMP, the Barunggam will pursue any rights it may have (whether under this CHMP or otherwise), against the Nominee directly and not against the Proponent; and
 - (vii) notwithstanding any Breach of this CHMP by a Nominee, the Barunggam must continue to perform their obligations under this CHMP in respect of the Proponent.
- (b) For clarity, clause 4.2(a) does not apply where the activities of a contractor or independent developer that the Proponent has not nominated as a Nominee for the purposes of this CHMP are otherwise the subject of separate arrangements for compliance with the Cultural Heritage Duty of Care under sections 23(3)(a)(ii) or (iii) of the ACHA.

4.3 Expansion of CHMP Area

- (a) The Parties agree that this CHMP may be amended to incorporate any areas not included within the CHMP Area as at the Commencement Date, but which fall within the area where the Barunggam are the Aboriginal Party (**Additional Areas**).
- (b) In order for an Additional Area to form part of the CHMP Area:
 - (i) the Proponent will issue a notice of its intention to develop a CHMP over the Additional Area in accordance with Part 7 of the ACHA;
 - (ii) the Barunggam must give the Proponent a response pursuant to section 98(1) of the ACHA seeking to be Endorsed Parties to the CHMP over the Additional Area and noting that they agree to this CHMP, as amended, applying to the Additional Area without further consultation or negotiation;
 - (iii) the Proponent may give the above notice, together with a copy of this CHMP, as amended to include a map of the Additional Area, to the Chief Executive for the Chief Executive to approve the amended CHMP Area.
- (c) As at the date of approval by the Chief Executive, the Additional Area will be deemed to form part of the CHMP Area and the terms of this CHMP will apply to them.

4.4 Overlapping Areas

The CHMP may apply to multiple potential renewables projects within the CHMP Area. The parties acknowledge that Cultural Heritage Inspection and Mitigation Measures need only be implemented once, and once complete shall be deemed complete for all future renewables projects within the CHMP Area. The Barunggam agree to provide relevant information on any Cultural Heritage Inspection and Mitigation Measures undertaken within the CHMP to any

Nominees appointed under Clause 4.2 of this CHMP, upon the request of the Nominee.

4.5 Laws Still Apply

In addition to this CHMP, 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 CHMP 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).

4.6 No Secret or Sacred Information

The Parties acknowledge that, except as expressly stated in this CHMP, this CHMP does not contain any information protected in accordance with section 29 of the ACHA and that the Barunggam 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.

4.7 CHMP Register

The Proponent will maintain a register containing:

- (a) this CHMP;
- (b) the Terms of Reference;
- (c) the Cultural Heritage Report;
- (d) completed Timesheets, Field Officer Report Forms and Alleged Breach Forms;
- (e) any correspondence between the Parties in relation to this CHMP;
- (f) relevant documentation created in accordance with clause 10; and
- (g) details, as advised by the Proponent by Notice to the Barunggam, of the name, role and contact details of current Nominees and a copy of the relevant CHMP Deeds,

(CHMP Register) which will be accessible by the Barunggam, the Cultural Heritage Coordinator and the Service Provider for the purpose of implementing this CHMP.

4.8 Cultural Heritage Inspection

- (a) The Parties agree to implement the Cultural Heritage Inspection process contained in the TOR and included as Annexure 10 to this CHMP.
- (b) The Barunggam will procure the Technical Advisor to prepare and issue to the Proponent a draft Cultural Heritage Inspection Report within 21 days of completion of the Cultural Heritage Inspection, incorporating the results of the Cultural Heritage Inspection and any recommended Mitigation Measures.
- (c) In the event of any inconsistency between the TOR and the body of the CHMP, the CHMP terms shall prevail.

4.9 Mitigation Measures

- (a) Within 5 Business Days after receipt of the draft Cultural Heritage Inspection Report, either:
 - (i) The Proponent Contact Officer will advise the Barunggam that it accepts the recommended Mitigation Measures; or
 - (ii) the Barunggam Cultural Heritage Coordinator and the Proponent Contact Officer will meet, with the Technical Advisor in attendance, to review the draft report, add any comments or suggested changes and settle the final Cultural Heritage Survey Report.
- (b) The Mitigation Measures shall be documented in a Cultural Heritage Management Strategy, annexed to this CHMP as Annexure 9 once agreed.
- (c) Any Dispute in relation to any aspect of the content or recommendations of the Cultural Heritage Inspection Report is to be resolved in accordance with the dispute resolution procedure in Clause 12.
- (d) Subject to clause 4.9(e) of the CHMP, budgets for the Barunggam's costs for implementing the Mitigation Measures will be prepared, agreed and paid in accordance with clauses 4 and Attachment 3 of the Terms of Reference (as if the relevant provisions referred to "Mitigation Measures" instead of either or both "Cultural Heritage Inspection" and "Cultural Heritage Report", as applicable).
- (e) Where there is any inconsistency between this CHMP and the Terms of Reference, the terms of this CHMP will prevail.

4.10 Cultural Events

- (a) The Proponent acknowledges that the Barunggam and the Native Title Claim Group have cultural protocols (for example bereavement for a member of the Native Title Claim Group) which may require them to temporarily discontinue the performance of their obligations under this CHMP (**Cultural Event**).
- (b) The Barunggam will use all reasonable endeavours to minimise impacts and delays on the Project by a Cultural Event, for example by temporarily replacing an affected Barunggam Representative with a person who is not so affected. However, the Proponent acknowledges that in some limited circumstances, this may not be possible.
- (c) If there has been a Cultural Event, and this will affect the performance by the Barunggam of their obligations under this CHMP, then the Barunggam will immediately notify the Proponent (including through the Service Provider, as appropriate) and:
 - (i) provide as much information as possible about the nature of the Cultural Event;
 - (ii) provide a timeframe for when they will be able to recommence performance of their obligations; and
 - (iii) in the event that the Cultural Event is likely to prevent the performance of an obligation under this CHMP for more than three Business Days, consult with the Proponent Contact Officer

about alternative mechanisms by which those obligations may be met, so as to prevent delay to the Project.

5 Objectives of CHMP

The Parties affirm that they have developed or entered into this CHMP (as applicable) in a spirit of goodwill. The objectives of this CHMP are to establish suitable mechanisms to avoid or minimise Harm to Aboriginal Cultural Heritage by:

- (a) providing guidance to the Proponent and its employees in the identification, protection and management of Aboriginal Cultural Heritage;
- (b) providing the necessary information and requirements for recognition of Aboriginal Cultural Heritage and the respect for Aboriginal knowledge, culture and traditions;
- (c) outlining a clear and agreed process for the Proponent and the Barunggam to manage items of Aboriginal Cultural Heritage significance, including New Discoveries;
- (d) providing a basis for the inclusion of Aboriginal Cultural Heritage in Project management decisions and planning;
- (e) outlining processes for ongoing effective communication between the Proponent and the Barunggam;
- (f) providing the Native Title Claim Group with an acceptable level of comfort that items of Aboriginal Cultural Heritage significance within the CHMP Area will be suitably protected and managed;
- (g) recognising Aboriginal people as the primary guardians, keepers and knowledge holders of Aboriginal Cultural Heritage; and
- (h) ensuring that the Project proceeds with minimum delay or impediment.

6 Roles and Responsibilities

6.1 General

This clause 6 is to be read in conjunction with the roles and responsibilities outlined elsewhere in this CHMP.

6.2 Roles and Responsibilities of the Barunggam and the Service Provider

- (a) The Barunggam agree to:
 - (i) nominate a single Service Provider from time to time, and procure that the Service Provider complies with the requirements of this CHMP;
 - (ii) nominate the Barunggam Cultural Heritage Awareness Training Convenor;
 - (iii) assist the Proponent to implement this CHMP and the Project generally and use all reasonable endeavours to meet all

reasonable timetables set by the Proponent in respect of the Project;

- (iv) provide all information that is reasonably required by the Proponent Contact Officer, the Service Provider, Field Officers, and the Proponent to implement any element of this CHMP;
 - (v) not, and use their best endeavours to procure that all members of the Native Title Claim Group will not, attempt to delay or obstruct the Proponent in the conduct of the Project if the Proponent is acting in accordance with this CHMP, and take necessary steps to assist the Proponent to overcome any such delays or obstructions arising notwithstanding this obligation; and
 - (vi) comply with any policies or rules established by the Proponent for the Project which are not inconsistent with this CHMP.
- (b) The Service Provider will:
- (i) appoint and supervise the Field Officers to carry out the roles of such persons as contemplated by this CHMP at the times as rostered;
 - (ii) ensure that the Field Officers attend and complete any site or Project inductions required by the Proponent in accordance with the Proponent's legal obligations and policies (including in relation to health, safety and environment), prior to carrying out their obligations and responsibilities contemplated by this CHMP;
 - (iii) provide the Proponent with medical certificates which evidence each Field Officer's fitness to carry out their obligations and responsibilities as contemplated by this CHMP, prior to carrying out such obligations and responsibilities;
 - (iv) comply with the matters referred to in clauses 6.2(a)(ii) to 6.2(a)(vi), as if a reference to the Barunggam in that clause were a reference to the Service Provider; and
 - (v) carry out the further roles and responsibilities set out in clause 6.4.
- (c) If the Barunggam fail to provide Notice to the Proponent of their nominated Service Provider that is financially and technically competent to carry out its roles and responsibilities under this CHMP, and such failure persists for a period of 4 weeks or is otherwise detrimental to the conduct of the Project, the Proponent may by Notice appoint a suitably qualified and capable entity to perform the role of the Service Provider, until such time as an entity is nominated by the Barunggam that is financially and technically competent to carry out the roles and responsibilities of the Service Provider under this CHMP, and the Barunggam agree to cooperate with the entity nominated by the Proponent for this purpose.
- (d) Where there is a change in the Service Provider, the Parties will take all reasonable steps to procure that there is an appropriate handover of responsibilities and information between the outgoing and the incoming Service Providers.

6.3 Roles and Responsibilities of the Proponent

The Proponent agrees to:

- (a) perform its obligations under this CHMP;
- (b) provide all information that is reasonably required to allow the Proponent Contact Officer, the Service Provider, Field Officers and the Barunggam to implement any element of this CHMP, including maps of the CHMP Area with relevant details to assist with implementation of this CHMP;
- (c) assist the Proponent Contact Officer, the Service Provider, Field Officers, and the Barunggam to carry out all elements of this CHMP and comply with policies or rules established by the Proponent for the Project;
- (d) when agreed between the Proponent and the Barunggam (both acting reasonably), provide any necessary resources and information to enable the Technical Adviser to assist the Service Provider or the Cultural Heritage Coordinator during the Project;
- (e) ensure that all the Proponent's employees are aware of their responsibilities under this CHMP;
- (f) ensure that the Mitigation Measures are fully implemented; and
- (g) make the payments provided for in this CHMP to the Service Provider within the timeframes set out in this CHMP.

6.4 Roles and Responsibilities of the Proponent Contact Officer and the Cultural Heritage Coordinator

- (a) The Proponent will appoint the Proponent Contact Officer to fulfil any obligations of the Proponent under this CHMP. The Barunggam are entitled to rely upon advice provided by the Proponent Contact Officer as the informed and final decision of the Proponent, and any advice provided by the Proponent Contact Officer will bind the Proponent to act in accordance with the terms of the advice provided.
- (b) The Proponent is entitled to rely upon advice provided by the Cultural Heritage Coordinator as the informed and final decision of the Barunggam, and any advice provided by the Cultural Heritage Coordinator will bind the Barunggam to act in accordance with the terms of the advice provided.
- (c) The Proponent Contact Officer and the Cultural Heritage Coordinator will be responsible for the ongoing management of this CHMP, including for:
 - (i) briefings on the proposed conduct of the Project;
 - (ii) carrying out the procedure in the event of an alleged Breach under clause 10;
 - (iii) solution development in accordance with clause 12; and
 - (iv) other coordination and consultation as required for the purposes of this CHMP.

6.5 Technical Adviser

The Technical Adviser will be as agreed in writing by the Barunggam and the Proponent, or in the absence of agreement, such independent and suitably

qualified person who is nominated by the President of the Australian Association of Consultant Archaeologists Inc.

7 Field Officers

7.1 Nomination

- (a) The Barunggam must ensure that there is, and remains, a sufficient pool of Field Officers available to undertake the roles and responsibilities set out in clause 7.2 and to replace any Field Officer who is unable to undertake his or her duties under this CHMP due to illness, fulfilment of cultural obligations or otherwise.
- (b) Where Barunggam fail to comply with clause 7.1(a) for the purpose of implementing Mitigation Measures, the Proponent may proceed in accordance with clause 7.5(e).

7.2 Obligations and responsibilities

Either or both the Service Provider and Cultural Heritage Coordinator (as applicable, at the direction of the Barunggam) will use their best endeavours to procure the Field Officers to:

- (a) comply with the requirements of this clause 7;
- (b) implement the Mitigation Measures in accordance with Annexure 9, including within any applicable timeframes;
- (c) deal with discoveries of human remains and New Discoveries in accordance with the Cultural Heritage Management Strategy;
- (d) participate in the process in relation to an alleged Breach in accordance with clause 10;
- (e) generally adhere to any policies or rules established by the Proponent for the Project which are not inconsistent with this CHMP.

7.3 Pre-requisite training

- (a) Prior to a Field Officer entering onto the CHMP Area to undertake any work required for the purposes of this CHMP, a Field Officer must undertake any Project induction required by the Proponent.
- (b) If any Field Officer fails to comply with the requirements in clause 7.3(a), then:
 - (i) the Proponent, acting reasonably and in accordance with clause 7.5, may direct the Service Provider to:
 - (A) remove the relevant Field Officer from the CHMP Area; and
 - (B) appoint another Field Officer to attend the CHMP Area (who must be able to comply with clause 7.3(a)); and
 - (ii) the Cultural Heritage Coordinator must, on receiving a reasonable direction from the Proponent under clause 7.3(b)(i):
 - (A) direct the Field Officer to leave the CHMP Area; and
 - (B) appoint a substitute Field Officer in accordance with clause 7.5.

7.4 Health and Safety

- (a) The Barunggam acknowledge that the Proponent has legal obligations in relation to health and safety.
- (b) At all times that the Field Officers are in the CHMP Area for the purpose of this CHMP they must:
 - (i) take all reasonable precautions to ensure that they and all other persons participating in the processes set out in this CHMP remain free from injury;
 - (ii) comply with all laws and regulations in relation to health and safety, follow all reasonable directions of the Proponent's personnel regarding health and safety issues and comply with the Proponent's health and safety protocols, policies and plans;
 - (iii) dress appropriately, and comply with the Proponent's personal protection equipment requirements, including by wearing long sleeved shirts, long legged pants and steel capped boots (to be supplied by the Proponent, unless otherwise agreed);
 - (iv) remain completely free of the effects of illegal drugs and alcohol and submit to any drug and/or alcohol tests carried out by the Proponent 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 CHMP; and
 - (vi) behave in a manner that is not offensive, intimidating, threatening or otherwise prejudicial to any other person.
- (c) If:
 - (i) a Field Officer does not comply with a requirement in clause 7.4(b); and
 - (ii) in the Proponent's opinion, the Field Officer's non-compliance poses a risk to the Proponent's compliance with its obligations, or otherwise exposes the Proponent to risk of prosecution or civil liabilities,then:
 - (iii) the Proponent, acting in accordance with clause 7.5, may direct the Cultural Heritage Coordinator to:
 - (A) remove the relevant Field Officer from the CHMP Area; and
 - (B) appoint another Field Officer to attend the CHMP Area; and
 - (iv) the Cultural Heritage Coordinator must, on receiving a direction from the Proponent under clause 7.4(c)(iii):
 - (A) direct the Field Officer to leave the CHMP Area; and
 - (B) appoint a substitute Field Officer in accordance with clause 7.5.

The Barunggam acknowledge and agree that for the purposes of the Proponent complying with its health and safety obligations, a representative of the Proponent may accompany Field Officers and any other person who is involved in a process under this CHMP on behalf of the Barunggam at all times when such persons are attending upon the CHMP Area, provided that the Proponent representative is agreeable to the Field Officers, acting reasonably.

7.5 Ground Disturbance Activities to proceed

- (a) This clause 7.5 applies where the Mitigation Measures include requirements for Monitoring for any Ground Disturbance Activities.
- (b) The Proponent Contact Officer must promptly notify the Cultural Heritage Coordinator by telephone in the event that a Field Officer:
 - (i) does not attend the CHMP Area within one hour of the scheduled commencement of Ground Disturbance Activities under a roster for the implementation of Mitigation Measures agreed by the Proponent Contact Officer and the Service Provider; or
 - (ii) is to be removed from the CHMP Area in accordance with clause 7.3(b) or clause 7.4(c).
- (c) Where there is:
 - (i) less than two days' work remaining to implement the Mitigation Measures, the Field Officer will not be replaced and Ground Disturbance Activities may continue; and
 - (ii) more than two days' work remaining to implement the Mitigation Measures, the Cultural Heritage Coordinator must appoint as soon as reasonably practicable a substitute Field Officer to attend the CHMP Area.
- (d) The Parties agree that, where clause 7.5(c)(ii) applies, the Ground Disturbance Activities may continue while a substitute Field Officer is being mobilised to the CHMP Area.
- (e) If the Proponent proceeds with Ground Disturbance Activities in accordance with clause Error! Reference source not found.7.5(d), it shall:
 - (i) comply with the Cultural Heritage Management Strategy in relation to any New Discoveries; and
 - (ii) provide an opportunity for Field Officers who subsequently attend the CHMP Area to perform their assigned role if, in the Proponent's reasonable opinion, circumstances allow for this and do not pose a potentially adverse safety or economic impact for the Project.

7.6 Insurance

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

7.7 Daily Time Sheet and Work Reports

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

- (a) accurately complete Timesheets and 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 Field Officer Report Form to the Proponent's site manager as designated and notified by the Proponent Contact Officer from time to time.

7.8 Rosters

- (a) The Parties agree that the overriding principle for the agreement of all rosters of Field Officers under this CHMP will be the cost-efficient use of resources.
- (b) Rosters will be as agreed by the Service Provider and the Proponent Contact Officer.

8 Remuneration

- (a) The Service Provider will maintain a record of the hours worked by each Barunggam Representative in carrying out the processes set out in this CHMP, in accordance with the Timesheets and Field Officer Report Forms.
- (b) The Proponent will pay each valid tax invoice that may be in the format of the pro forma in Annexure 5 or otherwise in accordance with the Service Provider's standard invoice, provided that it:
 - (i) itemises each cost or fee and provides sufficient detail to enable the Proponent to assess the Barunggam's entitlement to each invoiced item;
 - (ii) is calculated in accordance with the service rates set out in Annexure 1 (subject to clause 8(c)); and
 - (iii) is properly rendered by the Service Provider, within 30 days of its receipt by the Proponent.
- (c) The Parties agree that the services rates set out in Annexure 1 apply from the Commencement Date until 1 July 2018 (the rates). From 1 July 2020, 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 rates are set;

CPI_p = the CPI (All Groups Brisbane) published for the June 2017 Quarter.

(d) In the event that activities rostered to occur under this CHMP are cancelled by the Proponent due to unforeseen reasons (e.g. inclement weather) and the Proponent directs the Field Officers to depart the CHMP Area until such time as those activities may recommence:

- (i) if the Cultural Heritage Coordinator or Service Provider is notified of the cancellation of the following day's rostered activities by 4pm on the day prior to the cancelled day, the rostered Field Officers will be entitled to be paid the equivalent of half of the daily rate: or
- (ii) if the Cultural Heritage Coordinator or Service Provider is notified of the cancellation of the following day's rostered activities after 4pm on the day prior to the cancelled day, the rostered Field Officers will be entitled to be paid the equivalent of one half of the daily rate,
- (iii) in addition to the direct costs already reasonably incurred for travel and accommodation (if any) in accordance with the rates set out in Annexure 1); and

and in any such circumstances, the Service Provider will take all reasonable steps to ensure that Field Officers are available to return to the CHMP Area as soon as activities under this CHMP are able to recommence.

(e) The Barunggam Representatives are the employees of the Service Provider. This CHMP does not create any relationship of employment, trust, agency, fiduciary or partnership between the Proponent and such persons or the Service Provider, and the Parties agree that the Proponent is not responsible to such persons or the Service Provider for any failure by the Service Provider to meet its obligations as employer of such persons.

9 Discoveries during conduct of the Project

9.1 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.

9.2 Discovery of Aboriginal Cultural Heritage

- (a) The parties agree that, given the nature and location of the CHMP Area, a Cultural Heritage Management Strategy that has been prepared following the Cultural Heritage Survey may more accurately and appropriately outline the measures to be taken by the parties in order to ensure that Ground Disturbance Activities do not Harm a New Site.
- (b) Unless otherwise agreed in a Cultural Heritage Management Strategy, the Proponent will take all reasonable and practicable measures to ensure that Ground Disturbance Activities do not Harm a New Site. In particular, all Ground Disturbance Activities being undertaken by the Proponent in the vicinity of a New Site will cease and the Proponent will erect such signage and/or take such other reasonable measures as are necessary to ensure

that the New Site will be avoided while the activities in this Clause 9.2 are undertaken.

- (c) The Proponent will give the Cultural Heritage Coordinator a notice for any New Site. The notice will:
 - (i) set out the details of the New Site;
 - (ii) request the Cultural Heritage Coordinator to appoint a Cultural Heritage Field Officer to inspect the New Site; and
 - (iii) state that if no response to the notice is received from the Cultural Heritage Coordinator, or the Cultural Heritage Field Officer does not attend the New Site within 2 Business Days, the Proponent will engage an appropriately qualified archaeologist to undertake reasonable measures to salvage any Aboriginal Cultural Heritage at the New Site.
- (d) If the Cultural Heritage Field Officer inspects the New Site within the 2 Business Days and is of the opinion that:
 - (i) the New Site is not Aboriginal Cultural Heritage, the process set out in this Clause 4 of this Schedule 3 will be completed, any Ground Disturbance Activities that have ceased in that area may continue and the Cultural Heritage Field Officer will provide written advice to The Proponent that the New Cultural Heritage Site is not Aboriginal Cultural Heritage; or
 - (ii) the New Cultural Heritage Site is Aboriginal Cultural Heritage, the New Site will then be managed by agreement between the Cultural Heritage Coordinator and the Proponent Contact Officer.
- (e) If the Cultural Heritage Field Officer does not inspect the New Site within 2 Business Days, Proponent will engage an appropriately qualified archaeologist to undertake reasonable measures to salvage any Aboriginal Cultural Heritage at the New Site. The Proponent will then notify the Cultural Heritage Coordinator of the action taken and give an opportunity to inspect and/or collect the salvaged Aboriginal Cultural Heritage.

10 Procedure in the event of alleged Breach

10.1 Notice and conduct during Breach process

- (a) The Proponent Contact Officer and the Cultural Heritage Coordinator (whether or not acting on the advice of other representatives of the Party they represent) will advise the other Party as soon as possible if, in the Proponent Contact Officer's or the Cultural Heritage Coordinator's view, a Breach has occurred, and provide a copy of the completed pro forma in Annexure 4.
- (b) Each Party will continue to meet their obligations under this CHMP, which are not directly impacted upon by the alleged Breach, during the conduct of the process under this clause 10.

10.2 Investigation

The Proponent Contact Officer and the Cultural Heritage Coordinator will jointly institute measures to investigate the alleged Breach, which may include the involvement of the Technical Adviser to assist the Proponent Contact Officer and the Cultural Heritage Coordinator in conducting such investigation.

10.3 Review of Mitigation Measures

As a first step, the Proponent Contact Officer and the Cultural Heritage Coordinator will determine what Mitigation Measures, 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 were complied with, and whether the incident comprises a Breach.

10.4 Where no Breach

- (a) Where the Proponent Contact Officer and the Cultural Heritage Coordinator determine that there has not been a Breach, the Proponent Contact Officer and the Cultural Heritage Coordinator will document the details of the investigation and confirm that no Breach has occurred, and no further action will be required under this clause 10.
- (b) However, the Proponent Contact Officer and Cultural Heritage Coordinator 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 Proponent Contact Officer and the Cultural Heritage Coordinator will:
 - (i) sign the completed pro forma in Annexure 4;
 - (ii) lodge a copy of the completed pro forma in Annexure 4 with the Proponent for inclusion in the CHMP Register, to provide a record of the additional measures and when the additional measures were implemented; and
 - (iii) formally advise all relevant Project personnel of the amended management measures for that site.
- (c) In circumstances where the Proponent Contact Officer and the Cultural Heritage Coordinator have not been able to reach agreement that there is no Breach within 15 Business Days of provision of a completed pro forma in Annexure 4 under clause 13.1, one or other of the Parties may invoke the procedure under clause 12.

10.5 Where Breach

- (a) If the Proponent Contact Officer and the Cultural Heritage Coordinator determine that there has been a Breach, the Proponent Contact Officer and the Cultural Heritage Coordinator will initiate an investigation of the incident (with the assistance of a Technical Adviser where reasonably required and with the agreement of the Parties). All relevant documentation including Timesheets and Field Officer Report Forms filed by the Field Officers will be reviewed to determine whether the relevant Aboriginal Cultural Heritage had been subject to a Mitigation Measure or any other management activity agreed to in accordance with this CHMP, and when such activities 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) In circumstances where the Proponent Contact Officer and the Cultural Heritage Coordinator have not been able to reach agreement that there is a Breach within 15 Business Days of provision of a completed pro forma in Annexure 4 under clause 13.1, one or other of the Parties may invoke the procedure under clause 12.

10.6 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 Proponent 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 Proponent Contact Officer will also establish whether those personnel responsible had undergone Cultural Heritage Awareness Training, and been appropriately briefed as to the Mitigation Measures. The Proponent Contact Officer will maintain a formal record of the results of all interviews which must be signed by the Proponent Contact Officer and the party interviewed at the conclusion of the interview.
- (b) The Proponent 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.

10.7 Disciplinary action

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

10.8 Further Cultural Heritage Awareness Training

The Proponent Contact Officer may require that relevant personnel undergo or re-undergo Cultural Heritage Awareness Training and will, in collaboration with the Cultural Heritage Coordinator, review Mitigation Measures and adopt any additional management measures as agreed.

10.9 Additional or amended management measures

The Proponent Contact Officer and Cultural Heritage Coordinator will further advise the Parties 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 4, which will be signed by the Proponent Contact Officer and the Cultural Heritage Coordinator. 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 4 with the Proponent for inclusion in the CHMP Register.

10.10 Rehabilitation and repair

- (a) Where relevant, the Cultural Heritage Coordinator will propose remedial or rehabilitating measures that should be adopted to repair any damage to Aboriginal Cultural Heritage. The Proponent will undertake reasonable remedial or rehabilitating measures proposed by Cultural Heritage Coordinator.
- (b) The Proponent Contact Officer and the Cultural Heritage Coordinator 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 Cultural Heritage Coordinator, nor without its direct involvement.

11 Ownership of Cultural Heritage and Intellectual Property

- (a) The Proponent agrees that it has no intellectual property rights in Aboriginal Cultural Heritage in the CHMP Area, and to the extent permitted by law the Barunggam is the Proponent of Aboriginal Cultural Heritage in the CHMP Area.
- (b) The Parties agree that ownership of intellectual property in:
 - (i) the Cultural Heritage Report; and
 - (ii) the material provided by or on behalf of the Barunggam for the purposes of the Cultural Heritage Awareness Training,

(**Barunggam Information**) remains with the Barunggam.
- (c) The Proponent has a fully-paid up royalty-free license and is otherwise authorised to use Barunggam Information and any intellectual property therein for all purposes necessary or incidental to this CHMP, the completion of the Project and compliance with the Cultural Heritage Protection Provisions.

12 Dispute resolution

12.1 Guiding Principle

The Parties agree that every effort should be made to ensure that disagreements under this CHMP do not arise, and that if a disagreement does occur, the Parties should make every reasonable effort to resolve the disagreement in good faith without recourse to this clause and as expeditiously as possible.

12.2 Dispute Resolution Process Notice

A Party may send the other Party a Notice setting out a full description of any matters the subject of a disagreement under this CHMP or in respect of which there is a difference (**Dispute Resolution Process Notice**).

12.3 Conference of Proponent Contact Officer and Cultural Heritage Coordinator

The Proponent Contact Officer and the Cultural Heritage Coordinator must meet within three Business Days of receipt of a Dispute Resolution Process Notice and attempt to resolve the disagreement.

12.4 Conference of the Parties

If the Proponent Contact Officer and the Cultural Heritage Coordinator cannot resolve the disagreement within three Business Days after a Party receives a Dispute Resolution Process Notice, the Barunggam, the Cultural Heritage Coordinator and senior officers of the Proponent must meet and attempt to resolve the disagreement.

12.5 Independent Expert

- (a) Where the Parties are unable to resolve the disagreement within a further three Business Days of the meeting in clause 12.4, the disagreement will be referred to an Independent Expert for determination, with the Proponent responsible for paying the Experts reasonable costs.

- (b) The Parties agree they will provide all materials and assistance reasonably required by the Independent Expert to enable the Independent Expert to make a determination as expeditiously as possible.
- (c) The Parties will be bound by the determination of the Independent Expert.

12.6 General

- (a) Meetings under this clause 12 may be held in person, by teleconference, video conference or skype. Each Party must ensure that their representatives have sufficient authority to resolve the disagreement. The Proponent Contact Officer and the Cultural Heritage Coordinator may seek the assistance of a Technical Adviser in resolving the disagreement where reasonably required and with the agreement of the Parties.
- (b) Nothing in clauses 12.2 through to this 12.6 will preclude a Party from commencing proceedings in a court of competent jurisdiction for the purposes of seeking urgent injunctive or interlocutory relief.
- (c) Despite the existence of the disagreement, unless otherwise specified the Parties must continue to perform their respective obligations under this CHMP.
- (d) The Proponent will be responsible for costs incurred in engaging any Expert. The Parties will be otherwise responsible for covering their own costs in implementing the requirements of Clause 12.

13 Acknowledgement

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

- (a) the Proponent will still be acting under this CHMP when carrying out any activity provided for under clauses 7.5(d), or a determination under clause 12.5, including if Mitigation Measures are not being complied with solely as a result of the absence of a Field Officer in accordance with clause 7.5(d); and
- (b) provided the procedure in clause 10 is followed, a Breach will not cause the Proponent or its employees or Nominees to be acting other than under this CHMP.

14 Confidentiality

Prohibited and permitted disclosure

The Proponent may disclose information concerning Aboriginal Cultural Heritage in the CHMP Area, the Cultural Heritage Report or the terms of this CHMP only:

- (a) if the information is public knowledge (but not because of a Breach of this CHMP);
- (b) if disclosure is required by law or a regulatory body (including a relevant stock exchange);
- (c) to any Court of Law;
- (d) to give effect to or enforce this CHMP;

- (e) if disclosure is made to a representative, contractor, agent, adviser, financier or potential investor if that disclosure is necessary for the administration or putting into effect this CHMP or the doing of the Project, and where such persons are bound by a duty of confidence which applies to the information disclosed;
- (f) to any bona fide prospective purchaser of the Project (or any part therein) and proposed assignee of this CHMP and their representatives, agents, advisers and financiers, and where such persons are bound by a duty of confidence which applies to the information disclosed;
- (g) if disclosure is required from time to time for the Proponent to meet its obligations under any terms of reference for any environmental impact statement or similar document that the Proponent may be developing in relation to the Project;
- (h) for the purposes of seeking approval of a CHMP in accordance with Part 7 of the ACHA;
- (i) if disclosure is otherwise reasonably required in order to enable the Proponent to obtain any approvals or the like, for the purposes of the Project; and
- (j) on the part of the Proponent, to a person involved in the Project which the Proponent proposes to be a Nominee, provided the proposed Nominee is subject to equivalent obligations to keep such information confidential.

15 Notices and Communication

15.1 Service of notices

A notice, demand, consent, approval or communication under this CHMP (**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 CHMP) sent by email to the recipient's address for Notices specified in the Details, or as varied by any Notice given by the recipient to the sender.

15.2 Effective on receipt

A Notice given in accordance with clause 15.1 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 sixth Business Day after the date of posting (or on the eighth 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.

16 Goods & Services Tax

16.1 Construction

In this clause 16:

- (a) words and expressions which are not defined in this CHMP but which have a defined meaning in GST Law have the same meaning as in the GST Law;
- (b) **GST Law** has the same meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999*; and
- (c) references to GST payable and input tax credit entitlement include GST payable by, and the input tax credit entitlement of, the representative member for a GST group of which the entity is a member.

16.2 Consideration GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this CHMP are exclusive of GST.

16.3 Payment of GST

If GST is payable on any supply made by a party (or any entity through which that party acts) (**Supplier**) under or in connection with this CHMP, the recipient will pay to the Supplier an amount equal to the GST payable on the supply.

16.4 Timing of GST payment

The recipient will pay the amount referred to in clause 16.3 in addition to and at the same time that the consideration for the supply is to be provided under this CHMP.

16.5 Tax invoice

The Supplier must deliver a tax invoice or an adjustment note to the recipient before the Supplier is entitled to payment of an amount under clause 16.3. The recipient can withhold payment of the amount until the Supplier provides a tax invoice or an adjustment note, as appropriate.

16.6 Adjustment event

If an adjustment event arises in respect of a taxable supply made by a Supplier under this CHMP, the amount payable by the recipient under clause 16.3 will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the Supplier or by the Supplier to the recipient as the case requires.

16.7 Reimbursements

Where a party is required under this CHMP to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:

- (a) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party is entitled; and
- (b) if the payment or reimbursement is subject to GST, an amount equal to that GST.

17 Miscellaneous

17.1 Further acts

Each Party must promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that Party) required by law or reasonably requested by any other Party to give effect to this CHMP.

17.2 Counterparts

This CHMP may be executed in any number of counterparts and by the Parties on separate counterparts. Each counterpart constitutes an original of this CHMP, all of which together constitute one CHMP.

17.3 Alterations

Other than in accordance with clause 4.3, this CHMP may be altered only in writing signed by the Parties.

17.4 Assignment

- (a) The Proponent may, at its election:
 - (i) assign, in whole or in part, this CHMP to any person or entity by notice to the Barunggam, provided that the notice encloses a deed of covenant from the assignee in favour of the Barunggam by which it undertakes to be bound by the provisions of this CHMP to the extent of the assignment; or
 - (ii) novate this CHMP to any person or entity by way of a deed of novation which provides for the rights and obligations under the CHMP to be assumed by the transferee, and the Barunggam agree that they will execute such deed.
- (b) Where the Barunggam are no longer an Aboriginal Party for the CHMP Area in accordance with the ACHA, and where the Proponent elects not to exercise its termination rights under clause 3(b), the Barunggam must use reasonable endeavours to assign, novate or transfer this CHMP to the new Aboriginal Party for the CHMP Area.

17.5 Entire agreement

Except where expressly stated otherwise, this CHMP constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all previous agreements or understandings between the Parties in connection with its subject matter.

17.6 Severability

A term, or part of a term, of this CHMP that is illegal or unenforceable may be severed from the CHMP and the remaining terms or parts of the terms of the CHMP continue in force.

17.7 Waiver

A Party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the Party giving the waiver.

17.8 Governing law and jurisdiction

- (a) This CHMP is governed by and will be construed according to the laws from time to time in force in Queensland.
- (b) Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Queensland, and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this CHMP.

17.9 Force majeure

- (a) If a Party is affected, or likely to be affected, by a Force Majeure Event:
 - (i) the Party must immediately give the other Party prompt notice of the particulars of the Force Majeure Event including:
 - (A) an estimate of its likely duration;
 - (B) the obligations affected by it and the extent of its effect on this obligations; and
 - (C) the steps being taken to rectify it; and
 - (ii) the Party's obligations under this CHMP are suspended to the extent they are affected by the Force Majeure Event for as long as the Force Majeure Event continues, and the other Party's obligations that are dependent on those obligations are similarly suspended.
- (b) A Party claiming a Force Majeure Event must use its best endeavours to minimise the effects of that Force Majeure Event as quickly as possible but this does not require a Party to settle any industrial dispute on terms contrary to the wishes of the Party.

17.10 Costs

- (a) The Proponent will meet the reasonable and agreed costs of the Barunggam obtaining independent legal advice in respect of the development of this CHMP.
- (b) The Proponent will be responsible for any duty assessed on this CHMP.

18 Employment and Business Development


The Sponsor agrees to facilitate and fund a meeting between the Cultural Heritage Coordinator, Cultural Heritage Service Provider and the successful EPC Contractor(s) within one (1) calendar month of the EPC contract being awarded, for the purpose of:

- (a) discussing any employment and training opportunities with the Project; and

- (b) introducing any business partners or preferred suppliers of the Barunggam People.

EXECUTED as an agreement

Executed by Crossroads Land Pty Ltd (ABN 34 627 077 267 in accordance with section 127 of the Corporations Act 2001 (Cth) :



Signature of director

ROBERTO CEBRIAN

Name of director (print)

17/10/19

Date


←  ←

Signature of director/company secretary

ALFONSO VEGA DE SOANE PALLARES

Name of director/company secretary (print)

Signed by **Averil Dillon** on her own behalf and on behalf of the Native Title Claim Group in the presence of:



Signature of witness

Joshua Creame

Name of witness (print)

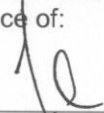
13/10/19

Date

←  ←

Averil Dillon

Signed by **Rosemary Bell** on her own behalf and on behalf of the Native Title Claim Group in the presence of:



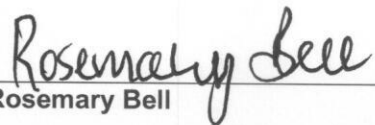
Signature of witness

Joshua Creame

Name of witness (print)

13/10/19

Date


←  ←

Rosemary Bell

Signed by Stephen Warner on his own behalf and on behalf of the Native Title Claim Group in the presence of:



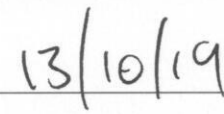
Signature of witness



Stephen Warner




Name of witness (print)



Date

Signed by Deidre Daylight on her own behalf and on behalf of the Native Title Claim Group in the presence of:

Signature of witness



Deidre Daylight

Name of witness (print)

Date

Annexure 1 – Conditions and rates for services

Item	Rates and conditions
Rates of Pay	<p><u>Technical Adviser:</u> at cost</p> <p><u>Field Officer:</u></p> <ul style="list-style-type: none"> • Business Day – \$750 per day for up to 8 hours or \$75 per hour • Non-Business Day – \$1,000 per day for up to 8 hours or \$100 per hour <p><u>Cultural Heritage Coordinator:</u></p> <ul style="list-style-type: none"> • Business Day - \$1,000 per day for up to 8 hours or \$100 per hour <p><u>Technical Adviser:</u> at cost</p> <p><u>Field Officer:</u></p> <ul style="list-style-type: none"> • Business Day – \$750 per day for up to 8 hours or \$75 per hour • Non-Business Day – \$1,000 per day for up to 8 hours or \$100 per hour <p><u>Cultural Heritage Coordinator:</u></p> <ul style="list-style-type: none"> • Business Day - \$1,000 per day for up to 8 hours or \$100 per hour • Non-Business Day - \$1,500 per day for up to 8 hours or \$150 per hour
Cultural Heritage Awareness Training	<p>Barunggam Cultural Heritage Awareness Training Convenor: \$750 per day</p>
Hourly Rates Conditions and Inclusions	<p><u>The Rates of Pay are in payment for services rendered (and for the avoidance of doubt, do not constitute cash flow in the course of a 'hobby') and include all:</u></p> <ul style="list-style-type: none"> • training; • safety plans and inductions; • taxation; • superannuation; • workers compensation insurance; • medical certificate costs; and • any and all other allowances.

Item	Rates and conditions
Meals, accommodation and incidentals	<p><u>If provided by the Proponent</u> – at Proponents cost</p> <p><u>If provided by Service Provider</u> – as per ATO rates.</p> <p>The Proponent will pay the costs of overnight accommodation the day prior to attendance in CHMP Area and the night following attendance in CHMP Area for those Field Officers who are required to travel to and from places outside of Chinchilla</p>
Travel expenses to and from Chinchilla	<p><u>If provided by the Proponent</u> – at the Proponent's expense</p> <p><u>If provided by Barunggam (including Service Provider)</u> – mileage paid as per ATO rates</p> <p><u>Mobilisation for Barunggam from place of residence to CHMP Area</u> - \$500 per day, where mobilising from more than 100km from Chinchilla.</p>
Working Hours	<p>Rates are based on an eight hour work day, inclusive of short breaks but not inclusive of a main lunch break.</p> <p>Rates are for work performed within the CHMP Area.</p> <p>Field Officers are not entitled to receive pay for any time spent travelling to the CHMP Area (except the mobilisation payment).</p>
Work Cycle	As per agreed roster between the Parties.
Inductions	All Barunggam Representatives working in the CHMP Area are to be inducted. Attendance at inductions is paid at normal rates of pay.
Medical	If the Proponent requires Barunggam Representatives to undertake medical examinations prior to undertaking work on the CHMP Area, the Proponent will meet such medical costs.
Vehicles	A maximum of 2 x vehicles for implementation of Mitigation Measures.
Administration fee	The Service Provider may add an administration fee of up to 20% of fees and expenses invoiced to the Proponent in accordance with this Annexure 1 (excluding the administration fee itself).

Annexure 2 – Timesheet

Name: _____
 Signature: _____ Period ending: ____/____/____

- Cultural Heritage Coordinator
 Field Officer

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

TOTAL TIME FOR THE PERIOD: _____

PROPONENT APPROVAL

Name: _____
 Signature: _____

Annexure 3 – Field Officer Report Form

Sheet No. _____

Name of Person _____

Completing Form (Print): _____ Signed: _____

Position: _____ Contact No: _____ Date: _____

Northing of origin	Easting of origin	Northing of relocation	Easting of relocation	Nature of find (e.g. stone artefact, scatter, scar tree, etc) (describe)	Find made by (print name)	Reported to (Cultural Heritage Coordinator or Proponent Contact Officer)	Time & Date Reported	Action taken

Refer form to Cultural Heritage Coordinator and the Proponent Contact Officer

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

Annexure 4 – Alleged Breach form

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 Field Officers or Proponent management):	Time & Date of Breach:

Was action taken to remedy Breach (circle one):

Yes

No

Annexure 5 – Invoice format

[#insert Service Provider name#]

[#insert Service Provider address and contact details#]

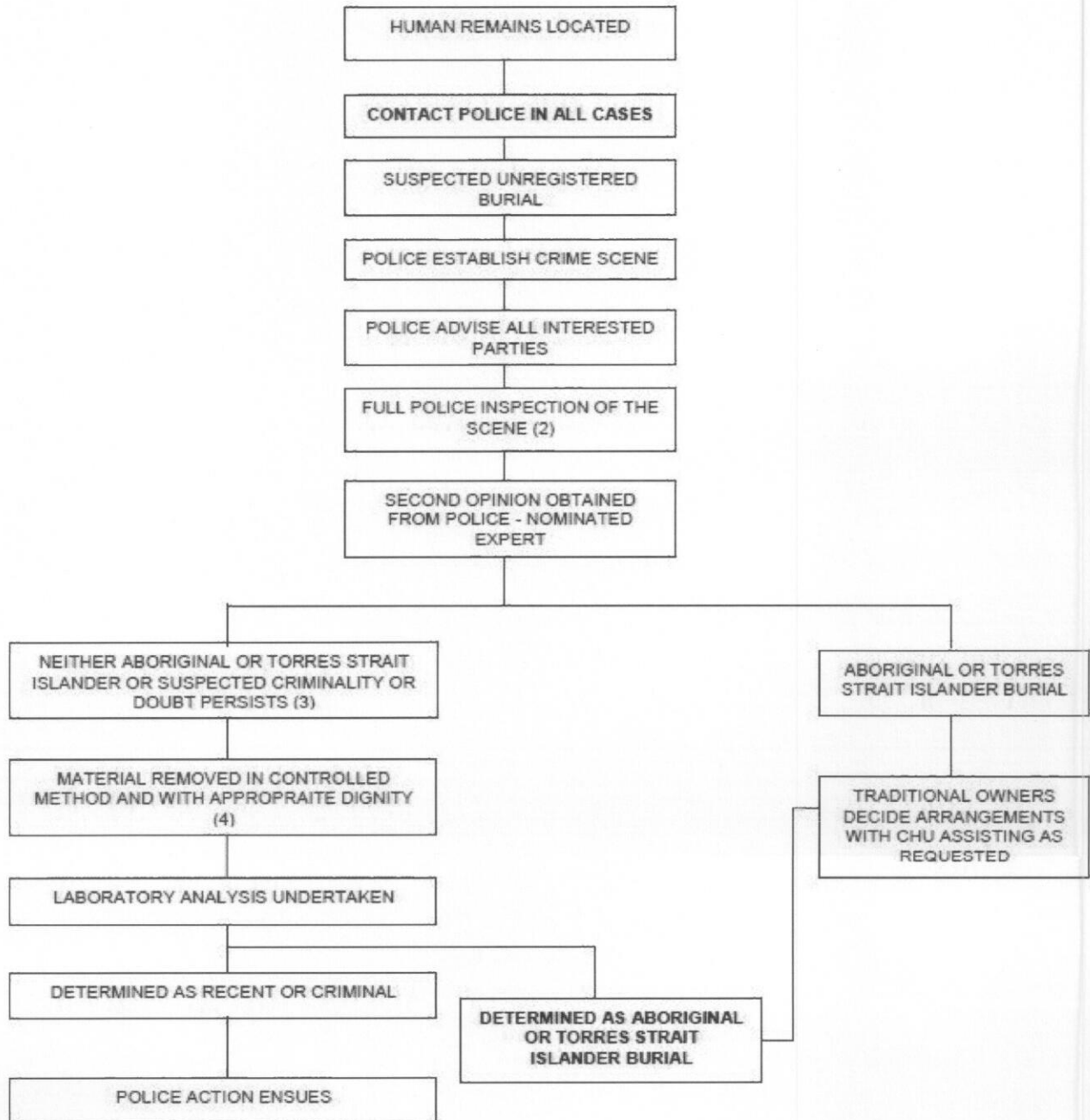
Tax Invoice

Bill To:
 Attention:
 xxx

Invoice #:
 Date:
 Order #:

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


Annexure 6 – Human Remains Guidelines



Annexure 7 – CHMP Area



Edenville and Ewerleigh Solar Park:
CHMP Area



EVERICK
Heritage Pty Ltd


Floor 9, Matisse Tower
110 Mary Street BRISBANE Q 4000


t: 07 3211 4478
info@everick.com.au
www.everick.com.au
ABN 23 303 386 842

Project:	Edenville & Ewerleigh Solar Parks	Locality:	Clinchilla
Client:	ASLAT Consulting	Date:	20/06/2019
Prepared by:	R. Marlin	Revision:	2
Authorised by:	T. Robins	File:	EVQ1069
Datum & Projection: [GDA 1994 MGA Zone 56]			

Legend

CHMP Area





0 0.5 1 1.5 2 Kilometers

Base data is provided by ESR.
Disclaimer: This map was generated by Everick Heritage Consultants Pty Ltd through spatial data provided by ARMC, current as of the date of this map. Everick gives no warranty in relation to the accuracy, reliability, completeness or suitability of the data and accepts no liability or responsibility for losses, damages and/or costs, including consequential damages, in relation to any use or reliance upon the data.
Document Path: G:\EV\743\Edenville & Ewerleigh Solar Park\Maps & Plans\MSD\CHMP Area_EV7463.mxd

Annexure 8 – CHMP Deed

CHMP Deed

[insert name of contractor/developer] (Nominee)

Background

- A. The Barunggam and the Proponent are parties to the CHMP regarding the Project in the CHMP Area, dated [insert] (CHMP).
- B. The CHMP contains provisions for the avoidance or minimisation of Harm to Aboriginal Cultural Heritage in the CHMP Area during the Project.
- C. If the Proponent chooses to nominate a person, including a contractor or independent developer, as a Nominee for the purposes of the CHMP, it must procure that the Nominee enter into a suitable deed to ensure that the Nominee is bound to comply with the terms of the CHMP.

Agreed Terms

1. Defined Terms

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

2. Obligation of Nominee

The Nominee irrevocably consents and agrees for the benefit of the Proponent and the Barunggam to observe and be bound by all of the obligations, covenants, terms and conditions which apply to the Proponent under the CHMP.

3. Governing Law and Jurisdiction

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

EXECUTED as a deed poll:

SIGNED, SEALED AND DELIVERED for
[insert name of contractor/developer] pursuant to
section 127 of the *Corporations Act 2001* (Cth)

Signature of director

Signature of director/company secretary

Name of director (print)

Name of director/company secretary (print)

Annexure 9 – Cultural Heritage Management Strategy

Background

The Cultural Heritage Management Strategy outlines the recommended approach and Mitigation Measures necessary for the planned and future Solar Park Projects in the Crossroads locality south of Chinchilla, Queensland. The Cultural Heritage Management Strategy is based upon the conclusions of a Cultural Heritage Report prepared by the Technical Advisor for the Barunggam People.

Annexure 10 – Terms of Reference

1. Purpose

- 1.1 This document is intended to set out the process for conducting a Cultural Heritage Inspection where the Proponent intends to undertake a site identification survey at the Solar Park Project survey areas approximately 15 km south of Chinchilla (Cultural Heritage Inspection).
- 1.2 This document is intended to be “another agreement” under s23(3)(a)(iii), s24(2)(a)(iii), s25(2)(a)(iii) and s26(2)(a)(iii) of the *Aboriginal Cultural Heritage Act 2003* (Qld) (ACHA), and to discharge the Proponent’s duty of care under the ACHA Duty of Care Guidelines.
- 1.3 In addressing the Proponent’s duty of care under the ACHA Duty of Care Guidelines, the Proponent:
 - (1) has consulted with the Barunggam People as the Aboriginal Party under s34(1)(b)(i) of the ACHA; and
 - (2) will take all reasonable and practicable measures to give effect to the Avoidance Principle. The Avoidance Principle means, in relation to Aboriginal cultural heritage, to avoid harm to Aboriginal cultural heritage or where the avoidance of such harm cannot be reasonably avoided, to minimise harm to Aboriginal cultural heritage with the avoidance of harm to Aboriginal cultural heritage being the paramount aspect of that principle.

2. Scope of Terms of Reference

- 2.1 This document applies to the Cultural Heritage Inspection of the area:
 - (1) identified in the Proponent’s map being (Inspection Area) and set out in **Attachment 1**; and
 - (2) described in the Work Program Notice set out in **Attachment 2**.
- 2.2 **Date of Cultural Heritage Inspection To be confirmed**
- 2.3 **Number of days needed to complete Cultural Heritage Inspection: to be confirmed**
- 2.4 Number of representatives of the Aboriginal Party to undertake Cultural Heritage Inspection (Inspection Team): five being a cultural heritage

coordinator and two representatives from the Warner family and two representatives from the Daylight family.

- 2.5 Members of the Inspection Team should be recognised by their peers as a person with the knowledge and responsibility to make decisions regarding the proper identification and management of their Aboriginal Cultural Heritage.

The Parties agree that this ToR only applies to a Cultural Heritage Inspection of the area depicted on the maps in Attachment 1 being the Survey Area comprising approximately 850ha.

- 2.6 This ToR will end three (3) months after completion of the Cultural Heritage Inspection.

3. **Cultural Heritage Pre-inspection - Ground preparation by the Proponent, before the Cultural Heritage Inspection**

3.1 Area identification:

- (1) The Proponent will access the land to identify the extent of the Inspection Area by:
 - (1) flagging the corners of the Inspection Area;
 - (2) flagging a central point for the Inspection Area and noting a radius to be inspected; and
 - (3) taking GPS reading/s of the Inspection Area.
- (2) Access tracks, if existing, are to be identified. Where tracks will need to be upgraded for heavy machinery to traverse (eg, creek crossings) and which require ground disturbance, then those locations are to be noted for Cultural Heritage Inspection.
- (3) Where new access tracks are required then the Proponent will identify the extent of the Inspection Area by:
 - (1) flagging the centre line or waypoints of the track;
 - (2) taking GPS reading/s of centre line or waypoints of the track; and
 - (3) identifying a width either side of the centre line track.

- 3.2 No vegetation will be removed before the Cultural Heritage Inspection that disturbs the root system or the underlying soil. However, as part of site preparation for a Cultural Heritage Inspection, the Proponent can undertake:

- (1) flattening or compacting vegetation (grass, etc) by vehicles or people provided the vegetation remains living; or
- (2) slashing, mowing or stick raking of vegetation by vehicles or people to facilitate access to tracks, drill sites and/or visibility.

3.3 Slashing, mowing or stick raking, will preferably be carried out pursuant to an approved operating procedure, especially where the work is to be undertaken by a contractor, ensuring

- (1) care is taken so that any fallen timber removed will be limited to small branches, as items such as logs and trunks might bear markings that are culturally significant.
- (2) the activity is to be done in a way which ensures that risk of damage to cultural heritage objects on the ground is minimised.

4. Before the Cultural Heritage Inspection: budget

4.1 Prior to the Cultural Heritage Inspection:-

- (1) The Nominated Body will provide a budget for the Cultural Heritage Inspection calculated in accordance with the Schedule of Rates – **Attachment 4** will be provided to the Proponent.
- (2) The Proponent and the Nominated Body will agree on the budget.
- (3) The Proponent will approve the budget.
- (4) Where required by the Nominated Body the Proponent will pay 50% of the approved budget before the beginning of the Cultural Heritage Inspection.

5. One Day before the Cultural Heritage Inspection

5.1 The Proponent and the Aboriginal Party Representative to confirm all arrangements the day before the Cultural Heritage Inspection, including but not limited to the following:

- (1) contact details of members of the Inspection Team including telephone numbers, names and emergency contact details and details of any project coordinator or archaeologist/anthropologist (if required);
- (2) meeting point;
- (3) accommodation;
- (4) vehicles/flights and other travel arrangements;
- (5) food and water;
- (6) budget and payment;
- (7) coordinates and maps, together with technical specifications (eg, arrange GPS and confirm the coordinate system to be used – eg GDA 94);
- (8) agreed format for Cultural Heritage Inspection Forms (**Attachment 3**);

- (9) copy of Terms of Reference (this document); and
- (10) type of PPE that is required and whether steel cap boots are required.

5.2 Proponent to bring:

- (1) mapping of the area to be inspected;
- (2) Terms of Reference (this document);
- (3) blank Cultural Heritage Inspection Forms (one per location required, and spares);
- (4) GPS equipment;
- (5) first aid kit and personal protective equipment; and
- (6) sunscreen, snake bite kit, gloves and potable drinking water

6. On the day of Cultural Heritage Inspection - Technical

6.1 Proponent to conduct site safety induction with all parties working on the site.

6.2 Proponent to confirm with all Inspection Team members and on site personnel how the Cultural Heritage Inspection will run including the following:-

- (1) Does everyone understand the scope of the Cultural Heritage Inspection?
- (2) Is everyone fit to perform the task to walk the areas to be inspected?
- (3) Have there been any changes to the Cultural Heritage Inspection details that were outlined in the notice, and which should be discussed with the Aboriginal Party?
- (4) Does everyone understand the Cultural Heritage Inspection procedure to be used?
- (5) Does everyone understand the Terms of Reference governing the Cultural Heritage Inspection?
- (6) Who will be taking GPS points?
- (7) Who will be flagging the sites?
- (8) Who will be responsible for moving cultural heritage found if it needs to be relocated?
- (9) Who will be filling out the Inspection Forms?
- (10) Who will be signing the Inspection Forms?

- (11) Who will be collecting the Inspection Forms and cross checking that a form is completed and signed for each location inspected?

7. On the day of Cultural Heritage Inspection - the Process

7.1 Preliminary note:

- (1) The Cultural Heritage Inspection is not only about physical artefacts of cultural heritage material that are located on the surface of the ground. The Inspection Team may base their interpretation of the area on the location of the site in the context of the group's traditional country, including reference to landscape features of the area, such as:

- (1) similar landscapes;
- (2) watershed features;
- (3) creeks and creek banks;
- (4) terraces;
- (5) slope profile;
- (6) vegetation, and vegetation type, and its uses (eg, bush tucker);
- (7) presence of water or water-bodies;
- (8) soil type; and
- (9) existing knowledge and previous Cultural Heritage Inspections in the locale.
- (10) Avoid bora rings, rock wells and axe grinding groves.

- 7.2 Based on such factors, the Inspection Team can also interpret the likelihood of there being Aboriginal Cultural Heritage located below the surface of the ground.

8. On the day - Steps of the Cultural Heritage Inspection process:

8.1 Take GPS coordinates at the external boundaries of the area inspected:

- (1) Proponent to take GPS coordinates from centre point of area to be inspected.
- (2) The Inspection Team may also take GPS readings of the area to be inspected for verification of GPS readings.

8.2 An Cultural Heritage Inspection Form shall be completed for area inspected:

- (1) Assess the area to locate, identify any Aboriginal Cultural Heritage present;

- (2) If Aboriginal Cultural Heritage is identified, document or photograph the Aboriginal Cultural Heritage;
 - (3) If Aboriginal Cultural Heritage is identified, or it is demonstrated that there is a reasonable potential for sub-surface Aboriginal Cultural Heritage to be found in the area, then:
 - (1) the Inspection Team and the Proponent will try to relocate the Project Activities to a position where Aboriginal Cultural Heritage is not present and at least 50 metres away from the original location;
 - (2) conduct a new Cultural Heritage Inspection at the new location;
 - (3) fill out a Cultural Heritage Inspection Form for the original location;
 - (4) fill out a Cultural Heritage Inspection Form for the new location.
- 8.3 If the site for activities cannot be relocated to an area where there is no Aboriginal Cultural Heritage present, then the Proponent and the Inspection Team will try and agree on the most preferred site whilst in the field.
- 8.4 The Inspection Team will consider options at the most preferred site for how best to avoid, minimise or mitigate the potential for impact upon Aboriginal Cultural Heritage.
- 8.5 Those options can include, but are not limited to:
- (1) designating exclusion zones with buffer areas marked by barriers, tape or other markers;
 - (2) designating permitted areas of access and activities;
 - (3) documenting and collecting of Aboriginal Cultural Heritage materials for relocation where the Inspection Team considers appropriate. The Inspection Team might take into account matters such as the significance, number or location of those materials in the landscape;
 - (4) test pitting, or limited excavation in locations where the potential for sub-surface Aboriginal Cultural Heritage has been reasonably demonstrated; and
 - (5) (where the Aboriginal Cultural Heritage identified is of such significance as to require specific management measures) additional options can include (but are not limited to):
 - (1) monitoring or site auditing; and/ or
 - (2) a further or more detailed investigation of specific locations with other members of the Aboriginal Party or a Technical Advisor (if required).

8.6 The Proponent agrees that –

- (1) The Inspection Team may request, in accordance with their traditions and customs, that the Proponent not enter particular areas during the course of the Cultural Heritage Inspection.
- (2) During the course of the Cultural Heritage Inspection, the Inspection Team may need to hold separate discussions amongst themselves about information and other matters that they consider to be confidential or sensitive to the Barunggam People.
- (3) A possible outcome of an Inspection is that the Inspection Team might recommend that there are no suitable locations for Project Activities to occur, where the area is found to be a particular cultural significance.

9. On the day – the Cultural Heritage Inspection Form

- 9.1 The Inspection Team will complete an Cultural Heritage Inspection Form for the area to be inspected and give a copy to the Proponent on the day.
- 9.2 The form will also document a summary of likely impacts on:
 - (1) Surface Aboriginal Cultural Heritage;
 - (2) Sub-surface Aboriginal Cultural Heritage.
- 9.3 If an Cultural Heritage Inspection Form:
 - (1) identifies that no Aboriginal Cultural Heritage was found during an Cultural Heritage Inspection of a particular location; or
 - (2) identifies that appropriate options such as exclusion zones have been established at the location for the avoidance of damage to Aboriginal Cultural Heritage, and
 - (3) records the Inspection Team's advice that Project Activities can commence in compliance with the requirements identified in the Cultural Heritage Inspection Form;

then the Proponent will be able to proceed with their Project Activities at those locations of the Exploration Permit area.

- 9.4 In other cases, the Cultural Heritage Inspection Form will include a statement that recommendations for management measures will be provided in a report to the Proponent at a later date. For example, if it is recommended that it is likely that Sub-surface Aboriginal Cultural Heritage will be found in an area, the reasons why this may be the case will be documented on the Cultural Heritage Inspection Form, and the form will indicate whether a more extensive report is to follow.

10. At the end of the day – completion of field work

- 10.1 Proponent to check that all sites intended to be inspected have been inspected, and that an Cultural Heritage Inspection Form has been completed for each location. Each location must have an identifying number

or name, which corresponds to the location identified on the map – **Attachment 1.**

- 10.2 Proponent to confirm that the Inspection Team has signed and dated each Cultural Heritage Inspection Form.
- 10.3 Proponent to ensure that all relevant Aboriginal Cultural Heritage Management recommendations (if required) have been noted on the form, including:
 - (1) any details of exclusion zones;
 - (2) permitted entry routes; and
 - (3) an explanation of any flagging.
- 10.4 Proponent to make arrangements for the Aboriginal Party to receive a copy of the Cultural Heritage Inspection Forms.
- 10.5 Proponent to confirm the arrangements and timeframe for receiving any Cultural Heritage Report from the Aboriginal Party.
- 10.6 Confirm approval/sign-off for Project Activities to proceed at locations where no Aboriginal Cultural Heritage was identified.

11. Reminders for things that must be included in the Cultural Heritage Inspection report, which need to be noted on the day of the Cultural Heritage Inspection

- 11.1 The way the Cultural Heritage Inspection was conducted.
- 11.2 Names and seniority of the members of the Inspection Team.
- 11.3 Significant sites located within the inspected area, if any, that the Proponent is to avoid.
- 11.4 Inspected locations, if any, where the Proponent can proceed with the proposed work program.
- 11.5 Areas intended to be inspected, that were not in fact inspected.
- 11.6 If Significant Objects were located in the Inspection Area:
 - (1) Steps that were taken by the Inspection Team to remove and protect Significant
 - (2) Objects;
 - (3) GPS coordinates taken of both the location where the object was first identified, and (if the object is relocated to another location on-site) the coordinates of the location to which it was moved; and
 - (4) Identify the means by which the Significant Objects will be replaced following completion of the Project Activities.

11.7 Any other matters that, in the opinion of the Inspection Team, may warrant attention.

12. After Cultural Heritage Inspections in the field are completed

12.1 If the Aboriginal Party chooses, the Cultural Heritage Inspection can be followed by a report, which sets out:

- (1) Outline of the project.
- (2) Names of persons comprising the Inspection Team present on the day of the Cultural Heritage Inspection.
- (3) Aboriginal Cultural Heritage located, if any, including a technical report on:
 - (1) Surface Aboriginal Cultural Heritage
 - (2) Sub-surface Aboriginal Cultural Heritage.
 - (3) Whether a follow up Cultural Heritage Inspection will be required to relocate items which may have been moved during the Cultural Heritage Inspection, or to audit mitigation measures implemented on the day of the Cultural Heritage Inspection.

13. Finalise Budget

13.1 Within seven days after completion of the Cultural Heritage Inspection, the Nominated Body will issue a Tax Invoice to the Proponent for the total approved budget amount, taking into account monies already paid.

13.2 The Proponent agrees to pay all Tax Invoices issued in accordance with this clause within 14 days of receipt of the Tax Invoice.

13.3 The Proponent will not withhold payment of any part of those costs unless it disputes the invoiced amount.

14. Contingencies

14.1 Where contingencies arise in the course of the Cultural Heritage Inspection and such contingencies may require additional Cultural Heritage Inspection time, the Aboriginal Party will work with the Proponent's Representative to make arrangements for additional time to complete the Cultural Heritage Inspection.

14.2 In the event of inclement weather the following procedures apply:

- (1) Where safe to do so, the Inspection Team will travel to the day's work area and assess field conditions for safety and/or operational suitability. If conditions are unsafe or unsuitable, the Inspection Team will temporarily delay Cultural Heritage Inspection work. The Inspection Team will only undertake Cultural Heritage Inspection work once conditions have improved so that it is safe to do so.

- (2) While the Inspection Team remains in the field (although unable to undertake Inspection activities), the Proponent will meet the fees and costs agreed between the Parties. For the sake of clarity, if the Inspection is postponed in the morning and the Inspection Team has mobilised, then the Inspection Team will be entitled to payment for the full day or until demobilisation is complete (i.e. payments will not be made for days where no work occurs and the Inspection Team has returned home).

14.3 Where an extension of the Cultural Heritage Inspection period due to inclement weather or any other reasonable cause is required, the Proponent and the Aboriginal Party will seek to agree on reasonable additional time and costs to complete the Cultural Heritage Inspection.

15. Failure of Aboriginal Party to attend Cultural Heritage Inspection

- 15.1 In the event that one of the members of the Inspection Team fails to attend on the morning of the scheduled Cultural Heritage Inspection, then the Proponent is to call the Nominated Body to determine if there is a legitimate reason for non-attendance.
- 15.2 If there is a legitimate reason, the Proponent will wait a reasonable time (no more than 2 hours) for that person to arrive. However, if there is no legitimate reason then the Proponent may proceed with the Cultural Heritage Inspection with the attending member of the Inspection Team.
- 15.3 In the event that no members of the Inspection Team attend on the morning of the scheduled Cultural Heritage Inspection, then the Proponent is to call the Nominated Body to determine if there is a legitimate reason for non-attendance.
- 15.4 If there is a legitimate reason, the Proponent will wait a reasonable time (no more than 2 hours) for the members of the Inspection Team to arrive.
- 15.5 Where there is no legitimate reason then the Proponent may proceed with the Cultural Heritage Inspection provided:
 - (1) it only undertakes the activities set out in the Work Program Notice; and
 - (2) takes all reasonable practicable measures to avoid harming any known items of Aboriginal Cultural Heritage located in the area; and
 - (3) in the event that potential items of Aboriginal Cultural Heritage (Find) are located, activities that have the potential to impact the Find will cease and the Proponent will immediately contact the Aboriginal Party representative.

