

- (a) without an Inspection of the Proposed Work Area and recommending that the Grantee Party can undertake the Mining Activities referred to in the notice given under clause 2.2; or
  - (b) following an Inspection of the Proposed Work Area.
- 3.2 If the Native Title Parties or the Nguddaboolgan PBC do not respond to a notice given under clause 2.2 within ten (10) Business Days of receipt of that notice the Native Title Parties or the Nguddaboolgan PBC will be deemed to have given notice that the Grantee Party can undertake the Mining Activities.
- 3.3 If the Native Title Parties or the Nguddaboolgan PBC give a notice under clause 3.1(b), the Grantee Party together with the Native Title Parties or the Nguddaboolgan PBC must attend a preliminary meeting (by telephone if necessary) within 10 Business Days of the receipt of the notice under clause 3.1(b) for the purpose of discussing the Inspection.
- 3.4 At the preliminary meeting the Grantee Party:
  - (a) must explain the information contained in the notice given under clause 2.2 and answer any relevant questions about it;
  - (b) must participate in discussion and answer any relevant questions about other matters that may be raised by the Native Title Parties and the Nguddaboolgan PBC to enable them to understand the impact that the Mining Activities are likely to have on the land and water within the Proposed Work Area;
  - (c) together with the Native Title Parties or the Nguddaboolgan PBC, may make arrangements for the conduct of the Inspection in accordance with clause 5; and
  - (d) may make any arrangements for batching of Inspections in accordance with clause 4.
- 3.5 An additional meeting of the Grantee Party together with the Native Title Parties or the Nguddaboolgan PBC may be held if clarification or further information is required before the site inspection is conducted

#### **4 Batching**

- 4.1 The Grantee Party together with the Native Title Parties or the Nguddaboolgan PBC, will co-ordinate Inspections into batches for the purpose of achieving efficient use of resources and time.
- 4.2 The Grantee Party will identify a group of Mining Leases, Mineral Development Licences and Mining Claims which require an Inspection under clause 5 and will liaise with the Grantee Party for each of those tenements to co-ordinate an Inspection of the Proposed Work Area of each of those tenements. ("Batching Arrangements").
- 4.3 The number of Grantee Parties in any Batching Arrangement will not exceed three.
- 4.4 The cost of the Inspections payable under Schedule 3 will be apportioned between each Grantee Party on a pro rata basis having regard to the size of the Proposed Work Areas inspected for each Grantee Party.

## **5 Mining Interest Inspection**

- 5.1 The Native Title Parties or the Nguddaboolgan PBC will nominate the Inspection Team who will conduct Inspections between 1 April and 30 September (subject to seasonal conditions) unless otherwise agreed by the Grantee Party, the Native Title Parties or the Nguddaboolgan PBC.
- 5.2 If the Native Title Parties or the Nguddaboolgan PBC notify the Grantee Party under clause 3.1(b) that an Inspection is required, the Grantee Party together with the Native Title Parties or the Nguddaboolgan PBC must arrange for the Inspection Team to complete an Inspection of the Proposed Work Area identified in the notice given under clause 2.2 within 3 Months (or as otherwise agreed by the Grantee Party, the Native Title Parties or the Nguddaboolgan PBC) of the date on which notification was given under clause 3.1(b).
- 5.3 The arrangements will include:
- (a) the expected date of the Inspection;
  - (b) the estimated duration of the Inspection;
  - (c) the number of persons comprising the Inspection Team;
  - (d) logistical arrangements;
  - (e) agreement on costs; and
  - (f) Batching Arrangements (if any).
- 5.4 Additional persons may accompany the Inspection Team and participate in the Inspection at the cost of the Native Title Parties or the Nguddaboolgan PBC, subject to prior notice being given to the Grantee Party of the additional number of people.
- 5.5 The Grantee Party must be available to meet with the Inspection Team at the Proposed Work Area throughout the conduct of the Inspection.

## **6 The Inspection Report**

- 6.1 The Native Title Parties or the Nguddaboolgan PBC will require the Inspection Team to prepare a report about the Inspection in accordance with clause 6.2 ("Inspection Report").
- 6.2 The Inspection Report must contain:
- (a) the names of the Inspection Team members;
  - (b) the date of the Inspection;
  - (c) identification of the Grantee Party, the Mining Lease, Mineral Development Licence or Mining Claim and the Proposed Work Area inspected and the status of the Inspection (completed or not completed);
  - (d) a statement as to whether or not the Proposed Work Area contains any Exclusion Zone;
  - (e) any Exclusion Zone identified on maps provided by the Grantee Party, with the Global Positioning System Coordinates and datum for that Exclusion Zone;

- (f) recommendations for the protection and management of any Exclusion Zone if required;
  - (g) any other information that the Inspection Team considers relevant; and
  - (h) a statement signed by the members of the Inspection Team that the Inspection was completed to their satisfaction and that the Inspection Report is correct.
- 6.3 The Native Title Parties or the Nguddaboolgan PBC must provide the Grantee Party with a copy of the Inspection Report no later than 10 Business Days after the date of the Inspection.
- 6.4 If an Inspection Report is not provided in accordance with clause 6.3, the Grantee Party may assume that no Exclusion Zones exist and there are no recommendations for the protection and management of any Exclusion Zones.
- 6.5 The Inspection Report applies to the Proposed Work Area identified by the Grantee Party in the notice given under clause 2.2. Proposed Work Areas that were not the subject of the Inspection because they were not identified for Inspection must be separately notified under clause 2 before Mining Activities may be conducted on those areas.

## **7 Acceptance of Inspection Report**

- 7.1 If the Grantee Party accepts the recommendations contained in the Inspection Report ("Recommendations") the Grantee Party must notify the Native Title Parties or the Nguddaboolgan PBC in writing of acceptance of the Recommendations within 10 Business Days of receiving the Inspection Report.
- 7.2 If the Native Title Parties or the Nguddaboolgan PBC do not receive the notification in accordance with clause 7.1, then the Inspection Report will be deemed to be accepted.

## **8 Dispute Resolution**

- 8.1 If the Grantee Party does not accept the Recommendations ("Recommendation Dispute"), the Grantee Party must give notice to the Native Title Parties or the Nguddaboolgan PBC of the Recommendation Dispute providing details of the Recommendations that are not acceptable and the reason for rejecting them and any alternative it proposes ("Recommendation Dispute Notice"). The Grantee Party must give notice under this clause no later than 10 Business Days after receiving the Inspection Report.
- 8.2 The parties to the Recommendation Dispute must meet or have a telephone conference within 5 Business Days of receipt of the Recommendation Dispute Notice and attempt to resolve the Recommendation Dispute.
- 8.3 If the Recommendation Dispute is not resolved within 10 Business Days after the receipt of the Recommendation Dispute Notice, then any party to the Recommendation Dispute may refer the Recommendation Dispute to the Land Court.
- 8.4 Where the Land Court does not have jurisdiction to hear the matter, either the Native Title Parties or the Nguddaboolgan PBC can request the President of the Queensland Law Society to appoint a mediator to mediate the Recommendation Dispute or the Native Title Parties or the Nguddaboolgan PBC may take other legal action.
- 8.5 If an agreement is reached under clause 8.2 or a decision is made by the Land Court under clause 8.3 or a mediated outcome is achieved under clause 8.4, the Grantee Party may

undertake the Mining Activities in the Proposed Work Area identified by the Grantee Party in the notice given under clause 2.2 in accordance with the terms of the agreement reached, the orders made by the Land Court or the mediated outcome.

## **9 Conduct of Mining Activities**

9.1 The Grantee Party may undertake Mining Activities on a Proposed Work Area identified in the notice given under clause 2.2:

- (a) in accordance with the deemed notice under clause 3.2;
- (b) in accordance with the acceptance under clause 7.1 or the deemed acceptance under clause 7.2 and the Recommendations;
- (c) in accordance with any agreement reached, any Land Court decision or mediated outcome achieved under clause 8; or
- (d) if the circumstances outlined in clause 6.4 apply.

## **10 Logistics**

10.1 For the purposes of calculating travel distances, the Grantee Party, the Native Title Parties and the Nguddaboolgan PBC agree that the commencement and end point for Inspections will be in Mareeba.

10.2 The Native Title Parties and the Nguddaboolgan PBC will provide their own transport and equipment for the purposes of conducting Inspections.

10.3 The Grantee Party must ensure that the Inspection Team is:

- (a) provided with sufficient food and fluids;
- (b) given reasonable agreed working hours and conditions..

10.4 Following the preliminary meeting referred to in clause 3.4 the Native Title Parties or the Nguddaboolgan PBC will issue an invoice to the Grantee Party for 50% of the total estimated cost as specified in Schedule 3. The Grantee Party must pay that invoice no less than 10 days before conduct of the Inspection.

10.5 The Native Title Party or the Nguddaboolgan PBC will issue a final invoice to the Grantee Party for the balance of the total costs including any variations. The Grantee Party will pay the final invoice within 5 days of receipt of the Inspection Report

## **SCHEDULE 5 – ABORIGINAL CULTURAL HERITAGE FINDS PROTOCOL**

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### **1 PART (A) Aboriginal Cultural Heritage Finds Other Than Burial Remains**

- 1.1 The Native Title Parties may nominate an entity to act on their behalf in relation to actions they may take in accordance with this Schedule.
- 1.2 If the Grantee Party locates an Aboriginal Cultural Heritage Find (other than burial remains) they must immediately take all reasonable steps to protect and preserve the Aboriginal Cultural Heritage Find including:
  - (i) establishing an exclusion area of no less than 25 metres radius from the Aboriginal Cultural Heritage Find in which Mining Activities cannot occur (“Exclusion Area”);
  - (ii) identifying the location and extent of the Exclusion Area by visual means;
  - (iii) advising all workers of the location and extent of the Exclusion Area; and
  - (iv) giving notice by telephone to the Native Title Parties or the Nguddaboolgan PBC of the Aboriginal Cultural Heritage Find and within 48 hours submit the form (“Cultural Heritage Find – Non-Burial Remains Notice”) contained in Appendix A of this Schedule to the Native Title Parties or the Nguddaboolgan PBC.
- 1.3 The Grantee Party together with the Native Title Parties or the Nguddaboolgan PBC must meet or have a telephone conference within 5 Business Days of receipt of the notice under clause 1.2 to resolve what should be done in relation to the Aboriginal Cultural Heritage Find.
- 1.4 If the Grantee Party together with the Native Title Parties or the Nguddaboolgan PBC do not resolve what should be done in relation to the Aboriginal Cultural Heritage Find within 10 Business Days of the Native Title Parties or the Nguddaboolgan PBC receiving the notice under clause 1.2 (‘Cultural Heritage Find Dispute’), then either the Grantee Party or the Native Title Parties or the Nguddaboolgan PBC may refer the Cultural Heritage Find Dispute to the Land Court.
- 1.5 Where the Land Court does not have jurisdiction to hear the matter, either the Native Title Parties or the Nguddaboolgan PBC can request the President of the Queensland Law Society to appoint a mediator to mediate the Cultural Heritage Find Dispute or the Native Title Parties or the Nguddaboolgan PBC may take other legal action.
- 1.6 If an agreement is reached under clause 1.3 or a decision is made by the Land Court under clause 1.4 or a mediated outcome is achieved under clause 1.5, the Grantee Party may recommence the Mining Activities in the Exclusion Area in accordance with the terms of the agreement reached, the orders made by the Land Court or the mediated outcome.
- 1.7 The Grantee Party may continue Mining Activities outside of the Exclusion Area and may resume Mining Activities within the Exclusion Area subject to any requirements of the Native Title Parties or the Nguddaboolgan PBC.
- 1.8 Nothing in this clause limits a Party’s right to take any other action they deem necessary in relation to the Aboriginal Cultural Heritage Find.

## **2 PART (B) – Aboriginal Cultural Heritage Finds – Burial Remains**

**Refer to Human Remains Guidelines below at Part (C).**

- 2.1 If the Grantee Party locates an Aboriginal Cultural Heritage Find (burial remains) they must immediately take all reasonable steps to protect and preserve the Aboriginal Cultural Heritage Find including:
- (i) establishing an Exclusion Area;
  - (ii) identifying the location and extent of the Exclusion Area by visual means;
  - (iii) advising all workers of the location and extent of the Exclusion Area.
- 2.2 The Grantee Party will notify by telephone as soon as reasonably practicable the following entities:
- (i) the Queensland Police Service;
  - (ii) the Native Title Parties or the Nguddaboolgan PBC; and
  - (iii) the Relevant Agency administering the ACHA
- 2.3 The Grantee Party will prepare an Aboriginal Cultural Heritage Find –Burial Remains Notice contained in Appendix B of this Schedule and provide it to the entities listed in clause 2.2
- 2.4 The procedure expected to be followed by the Queensland Police Service is set out in the Human Remains Guidelines set out in Part C of this Schedule. The Grantee Party must comply with the directions of the Queensland Police Service.
- 2.5 The Grantee Party will make reasonable efforts to keep the Native Title Parties or the Nguddaboolgan PBC informed of any developments associated with the investigation including when the Queensland Police Service investigation has concluded.
- 2.6 The Grantee Party may continue Mining Activities outside of the Exclusion Area during investigations and may resume Mining Activities within the Exclusion Area only on the completion of all investigations and subject to any requirements of the Native Title Parties or the Nguddaboolgan PBC and the Relevant Agency.
- 2.7 Nothing in this clause limits a Party's right to take any other action they deem necessary in relation to the Aboriginal Cultural Heritage Find.

## **3 PART (C) -- Human Remains Guidelines**

**The discovery, handling and management of human remains under provisions of the ACHA.**

- 3.1 If the Grantee Party finds bones and suspects that they are human, the Grantee Party must not disturb the material. The Grantee Party must report the findings to the Queensland Police Service. The Police will determine if the remains represent a crime scene. If it is established

that the remains are not a crime scene and the Coroner is satisfied that the remains are Aboriginal, the Relevant Agency's procedure relating to '*The Discovery, Handling and Management of Human Remains under Provisions of the ACHA*' will apply.

### 3.2 General Guiding Principles

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

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

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

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

### 3.3 Desired Outcomes

This procedure has a number of general desired outcomes:-

- (a) while natural or human processes can inadvertently expose Aboriginal or Torres Strait Islander human remains, all attempts will be made to limit further disturbance;
- (b) if further investigation and disturbance is required, procedures are in place for the proper handling of such remains;
- (c) all such procedures are sensitive to the wishes of the Aboriginal or Torres Strait Islander owners of the remains and
- (d) that Aboriginal or Torres Strait Islanders who have traditional or familial links with human remains are able to claim ownership of those remains.

### 3.4 Legislative Framework

### *Criminal Code Act 1899*

All persons must be aware that under the *Criminal Code Act 1899* (section 236) it is an offence to improperly or indecently interfere with a human body or human remains, whether buried or not. An offence under this provision can result in imprisonment for up to two years.

### *Coroners Act 2003*

- (i) Provisions of the *Coroners Act 2003* provide that when a person becomes aware of a reportable death it is the duty of the person finding the reportable death to report the findings to a police officer or coroner (Part 2 section 7). A reportable death is defined in Part 2 section 8 and would include Aboriginal and Torres Strait Islander human remains (NB Part 4, Division 4 Section 82(1) defines every magistrate as a coroner (a “local Coroner”).
- (ii) The Coroner starts having control of human remains when the Coroner starts investigating the deceased person’s death (Part 3 section 26(1)). The Coroner must stop investigating a death if the Coroner’s investigation shows that the body is Aboriginal or Torres Strait Islander traditional burial remains (Part 3 section 12(2)(a)). Where this occurs, a Coroner will authorise for the remains to be released to the Minister responsible for administering the *Aboriginal Cultural Heritage Act 2003* and *Torres Strait Islander Heritage Act 2003* (See Part 3 section 26(2) (a)) and Form 12 version 2 - Order for release of Traditional remains. Published Queensland Government Gazette 23 October 2009 p586.
- (iii) To ensure best practice in the coronial system, the State Coroner must develop guidelines in respect to certain matters, including those dealing with investigations of deaths involving human remains found in a suspected traditional burial site, and in particular, must provide for the early notification and involvement of the Aboriginal or Torres Strait Islander community having a connection with the burial site (Part 3 section 14(3)(b)).

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

- (i) The basic intent of the *Aboriginal Cultural Heritage Act 2003* and *Torres Strait Islander Cultural Heritage Act 2003* (“the Acts”) is that Aboriginal and Torres Strait cultural heritage should be protected.
- (iv) It is also the intent of the Acts that (as far as practicable) Aboriginal and Torres Strait cultural heritage should be owned and protected by Aboriginal and Torres Strait Islander people with traditional or familial links to the cultural heritage if it is comprised of any of the following:-
  - (i) Aboriginal human remains;
  - (ii) Secret or sacred objects; or
  - (iii) Aboriginal heritage lawfully taken away from an area.
- (v) It is a further intent of the Acts that Aboriginal and Torres Strait Islander cultural heritage that is in the custody of the State, including the Queensland Museum, should continue to be protected by the State until it can be transferred into the protection of its Aboriginal or Torres Strait Islander owners (Part 2 Division 1 section 14(1-4)).



- (vi) Under the Acts, Aboriginal or Torres Strait Islander people who have a traditional or familial link with Aboriginal human remains are the owners of those remains regardless of who may have owned the Aboriginal or Torres Strait Islander human remains before commencement of the Act (Part 2 Division 2 section 15 (1-2)).
- (vii) An Aboriginal or Torres Strait Islander person who owns human remains may at any time ask the State (or an entity that represents the State) who holds custody of the remains to continue to be the custodian of the human remains or return the human remains to them (Part 2 Division 2 section 16 (1-4)).
- (viii) If a person, other than the State has in their possession Aboriginal or Torres Strait human remains to which they do not have traditional or familial links then the person must take all reasonable steps to ensure that the human remains are taken into the custody of the chief executive as soon as practicable. Penalties apply if a person fails to do this (Part 2 Division 2 section 17 (1-2)).
- (ix) If a person knows of the existence and location of Aboriginal human remains and is not the owner of those remains, or knows or ought reasonably to know the human remains are Aboriginal or Torres Strait Islander human remains or knows or suspects the chief executive does not know of the remains, the person must as soon as practicable (and after advising the Police or Coroner) advise the chief executive of the extent of the human remains and provide all the details about the nature and location of the human remains the chief executive reasonably requires. Penalties apply if a person fails to do this (Part 2 Division 2 section 18).

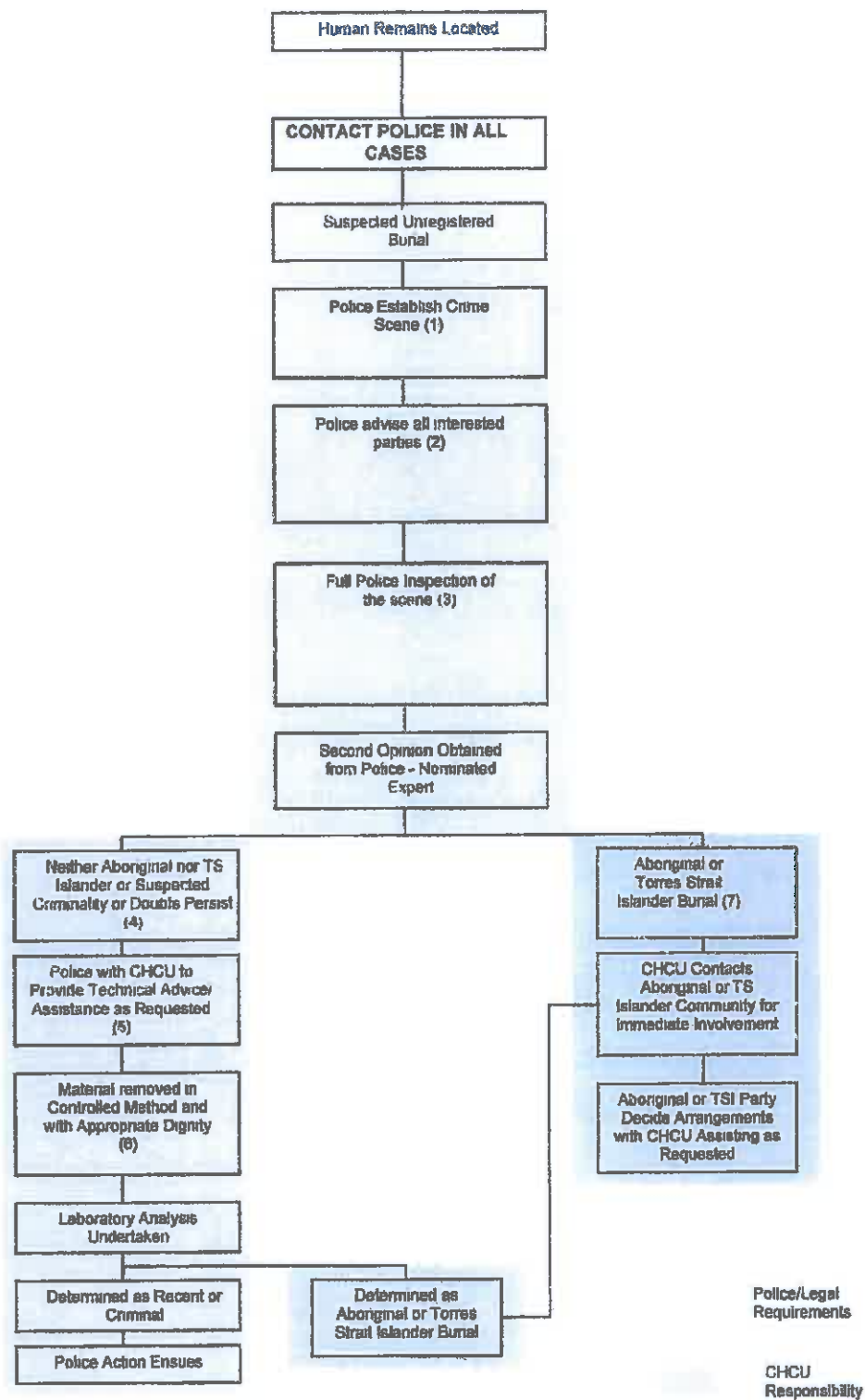
### **3.5 Procedures for dealing with Aboriginal and Torres Strait Islander human remains**

- (a) In all cases when human remains are located it is important to remember that:
  - (ii) the discovery of any human remains must as soon as possible be reported to the nearest police; and
  - (x) it is an offence to interfere with human remains, whether buried or not.
- (b) The Police or Coroner must be advised of the presence of any human remains. An appropriate officer or officers will then establish the area of discovery as a potential crime scene and are responsible for preserving and securing the area.
- (c) If a determination is made that satisfies the Coroner that the remains are not a crime scene and that the remains could constitute an Aboriginal or Torres Strait Islander burial site, Police will contact the Cultural Heritage Coordination Unit of the Relevant Agency. Officers of the Cultural Heritage Coordination Unit (or their representatives) may attend the scene and along with the Police and Scenes of Crime Officers collect appropriate data on ethnicity, antiquity and evidence of criminal activity or otherwise for submission to the Coroner. Further advice might be sought from forensic osteologists/pathologists or physical anthropologists.
- (d) If the remains are thought to be neither Aboriginal nor Torres Strait Islander, related to criminal activity or are of doubtful determination, Officers of the Relevant Agency (or their representatives) may assist the Police in further determinations. This may require controlled removal and analysis by a suitable forensic expert as ordered by the Coroner. In all cases of possible criminal activity the requirements of the Police and Coroner for data collection and site security will have priority. If the remains are determined, to the satisfaction of the Police and Coroner, to be Aboriginal or Torres Strait Islander,

Officers of the Relevant Agency will then take responsibility for liaison and reburial with the appropriate Aboriginal or Torres Strait Islander community.

- (e) At all stages minimal disturbance to the remains will be a priority and they will be dealt with in a sensitive and caring manner. Advice and guidance from Aboriginal or Torres Strait Islander elders will be taken as soon as the possibility of criminal activity is dismissed.
- (f) Where an offence under provisions of the *Aboriginal Cultural Heritage Act 2003* or *Torres Strait Islander Heritage Act 2003* is suspected to have occurred then the Regional Compliance Team of the Relevant Agency must be advised. Where an offence is suspected the scene must be kept secure until handed over to the Relevant Agency's compliance officers.

### 3.6 Human Remains Discovery - Procedures flow Chart



### 3.7 Explanation of procedures

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

### 3.8 Additional procedures and information

- (a) Where the remains are determined to be Aboriginal or Torres Strait Islander the Coroner will authorise for the remains to be released and will complete Form 12 Order for the Release of Traditional Remains. This provides for the release of the remains to the Minister responsible for administering the *Aboriginal Cultural Heritage Act 2003* and the *Torres Strait Islander Heritage Act 2003*.
- (b) Should any Police Officer or Officer of Relevant Agency (or their representative) be in any doubt as to the requirements of the relevant Coroner for their region, then it is essential that the Coroner be directly consulted. Alternatively, as the State Coroner is responsible for all Coroners any perceived difficulties in implementing the policy/procedure should be referred to him/her.
- (c) The excavation of human burial remains for whatever reason is not encouraged. However, this may occur if directed by the Coroner or if requested in writing by an Aboriginal or Torres Strait Islander Body.
- (d) If a researcher acting under an authority or agreement from the Cultural Heritage Coordination Unit and with the Aboriginal or Torres Strait Islander Body for an area discovers burial remains in the process of excavating a site, they must immediately stop excavation, cover the remains and contact an Officer of the Cultural Heritage Coordination Unit, who will then follow the procedures set out in this document.
- (e) The Queensland Museum acquired human remains from the 1870s to 1972 including some legally recovered under the *Aboriginal Relics Preservation Act 1967*. However, by 1972 it was no longer considered appropriate to deposit human remains with the Queensland Museum except in exceptional circumstances and with the permission of the relevant Aboriginal or Torres Strait Islander community. The Museum has now developed a repatriation policy for human remains still in its collection (see – Queensland Museum Policy on Ancestral Remains and Burial Goods – May 2004,

Queensland Museum Policy on Secret Sacred Objects – May 2004). These policies commit the Queensland Museum to returning to Aboriginal and Torres Strait Islander communities, family groups, and individuals, ancestral remains and burial goods, and secret sacred objects held in Museum collections.

## APPENDIX A

### Cultural Heritage Find Non-Burial Remains Notice

#### NOTIFICATION ACTION

**SENT TO THE NATIVE TITLE PARTIES OR THE NGUDDABOOLGAN PBC: YES/NO**  
(Please circle)

**SENT BY (Fax/Post etc):** \_\_\_\_\_

**DATE RECEIVED BY THE NATIVE TITLE PARTIES OR THE NGUDDABOOLGAN PBC MINING TENEMENT NUMBER:** \_\_\_\_\_

**LOCATION (GPS COORDINATES OR OTHER ACCURATE DESCRIPTION OF LOCATION):**

**FIND TYPE**

• Artefact Scatter	• Art Site	• Fish Trap
• Isolated Find	• Scarred Tree	• Shell Midden
• Rock Shelter	• Quarry	
• Other (Describe):	_____	

**ARTEFACT TYPE**

• Flake	• Blade	• Hammer Stone
• Core	• Axe	• Grindstone
• Other (Describe):	_____	

**RAW MATERIALS**

• Silcrete	• Basalt	• Quartz
• Chert	• Quartzite	
• Other (Describe) :	_____	

**PRESERVATION**

• Poor	• Fair	• Good	• Excellent
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**DESCRIPTION OF SURROUNDING ENVIRONMENT (Example – creek bank/bed, ridge, etc):** \_\_\_\_\_

**FURTHER OBSERVATIONS/COMMENTS:** \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF GRANTEE PARTY: \_\_\_\_\_

\_\_\_\_\_  
DATE: \_\_\_\_\_

–APPENDIX B

**Cultural Heritage Find - Burial Remains Notice**

<b>Incident:</b>	#	
<b><u>Classification &amp; Description of Incident:</u></b> (What happened? Identify what equipment was involved, quantities etc. and impact. Describe location of incident by GPS references. Attach photos.)		
<b><u>Remedial Actions Taken For Immediate Control Of Incident:</u></b> (Such as ceasing work, taping off area, contacting Native Title Parties and the Nguddaboolgan PBC, using the spill containment / method.) <ul style="list-style-type: none"><li>•</li><li>•</li><li>•</li></ul>		
<b><u>Corrective Actions:</u></b> (If no actions required – write NIL)		
<b>Action</b>	<b>By Whom</b>	<b>By When</b>

**Sign-off for Completion of Corrective Actions**

<b>Position</b>	<b>Actions Authorised</b>		<b>Actions Complete</b>	
	<i>Signature</i>	<i>Date</i>	<i>Signature</i>	<i>Date</i>
<b>Native Title Parties' Representative</b>				
Nguddaboolgan PBC Representative				
<b>Site Senior Executive</b>				

**SCHEDULE 6 - DEED OF ASSUMPTION – SMALL SCALE MINER**

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**DEED OF ASSUMPTION FOR SMALL SCALE MINER**

**BETWEEN**

---

**(Small Scale Miner)**

**AND**

---

**(Assignee)**



## DEED OF ASSUMPTION FOR SMALL SCALE MINER

THIS DEED is made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

### PARTIES

.....  
of

(Small Scale Miner)

.....  
of

Assignee)

### BACKGROUND

- A. The Small Scale Miner is the holder of the Exploration Interest or Mining Interest.
- B. Pursuant to the Opt in Deed, the Small Scale Miner assumed the rights and obligations of the Grantee Party under the ILUA as if the Small Scale Miner were the Grantee Party referred to in the ILUA, including rights and obligations in relation to the Exploration Interest or Mining Interest.
- C. Clause 26.1 of the ILUA entitles the Small Scale Miner to assign its obligations under the Opt in Deed.
- D. The Small Scale Miner wishes to assign its obligations under the Opt in Deed to the Assignee and the Assignee wishes to assume the obligations of the Small Scale Miner under the Opt in Deed.
- E. The parties have agreed to enter into this Deed of Assumption for Small Scale Miner to effect the assignment and assumption described in paragraph D.

### 1. INTERPRETATION

In this Deed, terms that are not defined in clause 2 have the same meaning as they are given in the ILUA.

### 2. DEFINITIONS

In this Deed unless a contrary intention appears:

**Aboriginal Cultural Heritage Protocols** means the Protocols contained in Schedules 4 and 5 of the ILUA.

**Assignee** means [insert name of assignee], who is a small Scale Miner as defined in the ILUA, and includes its executors, administrators, permitted assigns and its successors;

**Date of Assignment** is the date the last party executes this Deed;

**Deed** means this document;

**Exploration Interest or Mining Interest** is the Exploration Interest or Mining Interest described in clause 8.

**ILUA** means the Indigenous Land Use Agreement, including its schedules, dated [inset date] between the Native Title Parties, the Nguddaboolgan PBC, the State and NQMA and registered on the Register of Indigenous Land Use Agreements pursuant to section 24CG(1) of the NTA on [inset date];

**Native Title Parties** means [inset names of Native Title Parties];

**Nguddaboolgan PBC** means the Nguddaboolgan Native Title Aboriginal Corporation RNTBC ICN 7727.

**NQMA** means the North Queensland Miners Association Incorporated;

**Opt in Deed** means the deed executed by the Small Scale Miner dated [inset date] by which the Small Scale Miner agreed to assume the rights and obligations of a Grantee Party referred to in the ILUA as if the Small Scale Miner were the Grantee Party referred to in the ILUA;

**Opt in Deed Obligations** means all of the obligations under the ILUA which the Small Scale Miner is legally bound to perform, observe or fulfil by executing the Opt in Deed.

**State** means the State of Queensland;

**Small Scale Miner** means [inset name of Small Scale Miner] and includes its executors, administrators, permitted assigns and its successors;

### **3. ASSUMPTION OF OBLIGATIONS**

#### **3.1 On and from the Date of Assignment:**

- (a) the Small Scale Miner assigns all of its Opt in Deed Obligations to the Assignee;
- (b) the Assignee accepts all of the Small Scale Miner's Opt in Deed Obligations including compliance with the Aboriginal Cultural Heritage Protocols;
- (c) the Assignee undertakes to carry out, observe and perform all of the Small Scale Miner's Opt in Deed Obligations as if it were named in the Opt in Deed as the Small Scale Miner.

#### **3.2 The Parties to this Deed agree that on and from the Date of Assignment the Assignee will be substituted for the Small Scale Miner under the Opt in Deed as if it were the Small Scale Miner and all references in the Opt in Deed to the Small Scale Miner in any capacity will be read and construed as if they were references to the Assignee.**

#### **3.3 As a result of this Deed, the Opt in Deed operates as a deed poll in respect of the Assignee's acceptance of the Small Scale Miner's obligations in the Opt in Deed, in favour of the State and the Native Title Parties or the Nguddaboolgan PBC under this clause, and is binding on and enforceable against the Assignee notwithstanding that this Deed is not signed by the State or the Native Title Parties or the Nguddaboolgan PBC.**

#### **4. SMALL SCALE MINER'S COVENANTS**

The Small Scale Miner covenants that it has observed, performed and fulfilled all of the obligations under the ILUA which the Small Scale Miner is bound to observe, perform or fulfil as a result of executing the Opt in Deed.

#### **5. INDEMNITY**

- 5.1 The Small Scale Miner indemnifies and releases the Assignee from and against all Claims which may be brought against the Assignee in connection with the Small Scale Miner's obligations under the ILUA which the Small Scale Miner is bound to observe, perform or fulfil as a result of executing the Opt in Deed, and which arise in respect of any event, matter or thing occurring before the Date of Assignment.
- 5.2 The Assignee indemnifies and releases the Small Scale Miner from and against all Claims which may be brought against the Small Scale Miner in connection with its obligations under the ILUA which the Small Scale Miner is bound to observe, perform or fulfil as a result of executing the Opt in Deed and which arise in respect of any event, matter or thing occurring after the Date of Assignment.

#### **6. COSTS**

Each party must bear its own costs of preparing and executing this Deed and the Assignee will pay all stamp duty assessed on this Deed.

#### **7. GOVERNING LAW**

This Deed will be governed by the law of the State of Queensland.

#### **8. THE EXPLORATION INTEREST OR MINING INTEREST**

The Exploration Interest or Mining Interest held by the Small Scale Miner at the Date of Assignment is described as follows:

- (a) Type: (Prospecting Permit/Exploration Permit/Mining Claim/Mining Lease/Mineral Development Licence)
- (b) Description
- (c) Date.

#### **9. NOTICE**

- (a) For the purposes of clause 35 of the ILUA, the Assignee's Address for Service is:

Name:

Contact:

Address:

Telephone:

Facsimile:

(b) The Address for Service of Parties to the ILUA is that contained in the ILUA.

**EXECUTED AS A DEED**

**SIGNED SEALED AND DELIVERED** )

by )

(insert name of Small Scale Miner)

on                      day of                      20                      )

in the presence of:                      )

.....  
(Witness)

**SIGNED SEALED AND DELIVERED** )

by                      ) .....

(insert name of Assignee)

on                      day of                      20                      )

in the presence of:                      )

.....  
(Witness)

**SCHEDULE 7 - DEED OF ASSUMPTION – NON-SMALL SCALE MINER**

---

**DEED OF ASSUMPTION FOR NON-SMALL SCALE MINER**

**BETWEEN**

---

**(Grantee Party)**

**AND**

---

**(Assignee)**

**AND**

**OF OBLIGATIONS OF GRANTEE PARTY**

## DEED OF ASSUMPTION FOR NON SMALL SCALE MINER

**THIS DEED** is made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

### PARTIES

.....

of

(Small Scale Miner)

.....

of

(Assignee)

### BACKGROUND

- A. The Small Scale Miner is the holder of the Exploration Interest or Mining Interest.
- B. Pursuant to the Opt in Deed, the Small Scale Miner assumed the rights and obligations of the Grantee Party under the ILUA as if the Small Scale Miner were the Grantee Party referred to in the ILUA, including rights and obligations in relation to the Exploration Interest or Mining Interest.
- C. Clause 26.4 of the ILUA entitles the Small Scale Miner to assign its rights and obligations under the Opt in Deed to a person who is not a Small Scale Miner.
- D. The Small Scale Miner wishes to assign its obligations under the Opt in Deed to the Assignee and the Assignee wishes to assume the obligations of the Small Scale Miner under the Opt in Deed.
- E. The Assignee is not a Small Scale Miner as defined in the ILUA.
- F. The parties have agreed to enter into this Deed of Assumption for Non-Small Scale Miner to effect the assignment and assumption described in paragraph D.

### 1. INTERPRETATION

In this Deed, terms that are not defined in clause 2 have the same meaning as they are given in the ILUA.

### 2. DEFINITIONS

In this Deed unless a contrary intention appears:

**Aboriginal Cultural Heritage Protocols** means the protocols contained in Schedules 4 and 5 of the ILUA;

**Assignee** means [insert name of Assignee], who is not a small Scale Miner as defined in the ILUA, and includes its executors, administrators, permitted assigns and its successors;

**Conditions Agreement** has the meaning in clause 3.1(f).

**Commencement Date** is the date the last party executes this Deed;

**Deed** means this Deed of Assumption for Non-Small Scale Miner;

**Exploration Interest or Mining Interest** means the Exploration or Mining Interest described in clause 10;

**ILUA** means the Indigenous Land Use Agreement, including its schedules, dated ..... between [insert parties to the ILUA] and registered on the Register of Indigenous Land Use Agreements pursuant to section 24CG(1) of the NTA on [insert date] as agreement number .....

**Opt in Deed** means the deed executed by the Small Scale Miner dated ..... by which the Small Scale Miner agreed to assume the rights and obligations of a Grantee Party referred to in the ILUA as if the Small Scale Miner were the Grantee Party referred to in the ILUA;

**Opt in Deed Obligations** means all of the obligations under the ILUA which the Small Scale Miner is legally bound to perform observe or fulfil by executing the Opt in Deed;

**Native Title Parties** means the Native Title Parties as defined in the ILUA.

**Nguddaboolgan PBC** means the Nguddaboolgan Native Title Aboriginal Corporation RNTBC ICN 7727.

**Non-Small Scale Miner Contractual Obligations** means conditions to be negotiated between the Assignee and the Native Title Parties or the Nguddaboolgan PBC pursuant to this Deed;

**Small Scale Miner** means [insert name of Small Scale Miner] and includes its executors, administrators, permitted assigns and its successors;

### **3 ASSUMPTION OF OBLIGATIONS**

#### **3.1 The parties to this Deed agree that on and from the Commencement Date:**

- (a) the Small Scale Miner assigns all of its Opt In Deed Obligations to the Assignee;
- (b) subject to clause 3.1(f) the Assignee accepts all of the Opt in Deed Obligations including compliance with the Aboriginal Cultural Heritage Protocols;
- (c) subject to clause 3.1(f) the Assignee undertakes to carry out, observe and perform all of the Opt in Deed Obligations as if it were named in the Opt in Deed as the Small Scale Miner;



- (d) subject to clause 3.1(f) the Assignee will be substituted for the Small Scale Miner under the Opt in Deed as if it were the Small Scale Miner and all references in the Opt in Deed to the Small Scale Miner in any capacity will be read and construed as if there were references to the Assignee;
- (e) subject to clause 3.1(f), as a result of this Deed, the Opt in Deed operates as a deed poll in respect of the Assignee's acceptance of the Small Scale Miner's obligations in the Opt in Deed, in favour of the State and the Native Title Parties or the Nguddaboolgan PBC under this clause and is binding on and enforceable against the Assignee notwithstanding this Deed is not signed by the State, the Native Title Parties or the Nguddaboolgan PBC.
- (f) before undertaking any mining activities on the Exploration Interest or the Mining Interest, the Assignee will negotiate with the Native Title Parties or the Nguddaboolgan PBC to enter into a written agreement to record their agreement in relation to Non-Small Scale Miner Contractual Obligations in accordance with clause 4 of this Deed ("**Conditions Agreement**"); and
- (g) from the date of any Conditions Agreement or a mediated Conditions Agreement under clause 4, the Non Small Scale Miner Contractual Obligations will be contractually binding between the Assignee and the Native Title Parties or the Nguddaboolgan PBC.

#### **4 PROCESS FOR NEGOTIATION OF NON-SMALL SCALE MINER CONTRACTUAL OBLIGATIONS**

##### **4.1 The Assignee agrees that:**

- (a) Within 10 Business Days of the Commencement Date the Assignee will contact the Native Title Parties or the Nguddaboolgan PBC to commence negotiations for the Non-Small Scale Miner Contractual Obligations;
- (b) Negotiations will be held in good faith with a view to reaching agreement on the terms of the Non-Small Scale Miner Contractual Obligations;
- (c) Without limiting the scope of the negotiations, they may include the payment of monetary or non-monetary benefits to the Native Title Parties or the Nguddaboolgan PBC that are worked out by reference to:
  - (i) the amount of future profit made; or
  - (ii) any future income derived; or
  - (iii) any thing produced in the future
 by the Assignee as a result of any assignment of the Interest from the Grantee Party to the Assignee.
- (d) If after 6 Months from the Commencement Date the Assignee and the Native Title Parties or the Nguddaboolgan PBC have not reached agreement in relation to the Non-Small Scale Miner Contractual Obligations the following dispute resolution process will apply:

- (i) either the Native Title Parties or the Nguddaboolgan PBC or the Assignee may give notice to the other setting out why negotiations have failed (“**Negotiations Failure Notice**”);
- (ii) if agreement cannot be reached between the Native Title Parties (or their nominees) or the Nguddaboolgan PBC and the Assignee within 15 Business Days of the receipt date of the Negotiations Failure Notice (or such later date, if any, as the Native Title Parties or the Nguddaboolgan PBC and the Assignee agree), the matter will be referred to mediation by either the Native Title Parties or the Nguddaboolgan PBC or the Assignee. The mediation may be conducted in Cairns, or at such place as the Native Title Parties, the Nguddaboolgan PBC and the Assignee agree;
- (iii) if the Native Title Parties, the Nguddaboolgan PBC and the Assignee have not resolved the dispute or agreed on the mediator and the mediator’s remuneration within 15 days of receipt of the Negotiation Failure Notice:
  - A. the mediator is the person appointed by; and
  - B. the remuneration of the mediator is the amount or rate determined by, the President of the Queensland Law Society, or the President’s nominee, acting on the request of any of the parties;
- (iv) the parties must pay the mediator’s remuneration in the proportion determined by the mediator. Each party must pay its own costs of the mediation;
- (v) any agreement reached is to be documented in writing (Mediator’s Conditions Agreement);
- (vi) if the matter referred to the mediator is not resolved, the parties may take such other lawful action as they see fit to resolve the matter.

## **5 SMALL SCALE MINER’S COVENANTS**

- 5.1 The Small Scale Miner covenants that it has observed, performed and fulfilled all the obligations under the ILUA which the Small Scale Miner is bound to observe, perform and fulfil as a result of executing the Opt In Deed.

## **6 INDEMNITY**

- 6.1 The Small Scale Miner indemnifies and releases the Assignee from and against all Claims which may be brought against the Assignee in connection with the Small Scale Miner’s obligations under the ILUA which the Small Scale Miner is bound to observe, perform or fulfil as a result of executing the Opt in Deed, and which arise in respect of any event, matter or thing occurring before the Commencement Date.
- 6.2 The Assignee indemnifies and releases the Small Scale Miner from and against all Claims which may be brought against the Small Scale Miner in connection with its obligations under the ILUA which the Small Scale Miner is bound to observe, perform or fulfil as a result of executing the Opt in Deed and which arise in respect of any event, matter or thing occurring after the Commencement Date.

## **7 COSTS**

Each party must bear its own costs of preparing and executing this Deed and the Assignee agrees to pay all stamp duty assessed on this Deed.

## **8 STATUTORY DECLARATION**

The Assignee will provide the State with a Statutory Declaration confirming that no mining activities will be undertaken on the Exploration Interest or Mining Interest until a Conditions Agreement or mediated Conditions Agreement is reached with the Native Title Parties or the Nguddaboolgan PBC.

## **9 GOVERNING LAW**

This Deed shall be governed by the law in force in Queensland.

## **10 THE EXPLORATION INTEREST OR MINING INTEREST**

The Exploration Interest or Mining Interest granted under the MRA to the Grantee Party is described as follows:

- (a) Type: (Prospecting Permit/Exploration Permit/Mining Claim/Mining Lease/Mineral Development Licence)
- (b) Description:
- (c) Date.

## **11 NOTICE**

- a. For the purposes of clause 35 of the ILUA, the Assignee's Address for Service is:

Name:

Contact:

Address:

Telephone:

Facsimile:

- b. The Address for Service of Parties to the ILUA is that contained in the ILUA.

**EXECUTED AS A DEED.**

**SIGNED SEALED AND DELIVERED** )  
 by )  
 On            day of            20 ) .....  
 in the presence of: )

.....  
(Witness)

**SIGNED SEALED AND DELIVERED** )  
by )  
On            day of            20 ) .....  
in the presence of: )

(Witness)

[Comment: Insert the name of each individual Native Title Party]

**SCHEDULE 8 - DEED OF ASSUMPTION FOR RNTBC**

---

**DEED OF ASSUMPTION FOR RNTBC**

**BETWEEN**

**[Insert Native Title Parties] (Native Title Parties)**

**AND**

**[Insert RNTBC] (Assignee)**

**AND**

**State of Queensland (State)**

**AND**

**[Insert Grantee Party] (Grantee Party)**

**AND**

**Nguddaboolgan Native Title Aboriginal Corporation (Nguddaboolgan PBC)**

**AND**

**North Queensland Miners Association Incorporated (NQMA)**

## DEED OF ASSUMPTION FOR RNTBC

THIS DEED is made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

### PARTIES

[insert names of Native Title Parties] (Native Title Parties)

[insert RNTBC] (Assignee)

The State of Queensland (State)

Nguddaboolgan Native Title Aboriginal Corporation (Nguddaboolgan PBC)

North Queensland Miners Association Incorporated (NQMA)

### BACKGROUND

- A. The Native Title Parties, the State, the Nguddaboolgan PBC and NQMA are parties to the ILUA.
- B. Clause 27 of the ILUA provides that if an approved determination of Native Title is made in relation to the Native Title Claims covering that part of the ILUA Area not covered by the Determinations and an RNTBC is established, the Native Title Parties will direct the RNTBC to execute this Deed of Assumption for RNTBC and assume the rights and obligations of the Native Title Parties under the ILUA.
- C. An approved determination of Native Title in relation to the Native Title Claims was made on [insert date of determination] ('the Further Determination').
- D. The Native Title Parties wish to assign their rights and obligations under the ILUA in relation to the area covered by the Further Determination to the Assignee and the Assignee wishes to assume the rights and obligations of the Native Title Parties under the ILUA.
- E. The parties have agreed to enter into this Deed of Assumption for RNTBC to effect the assignment and assumption described in paragraph D.

#### 1. INTERPRETATION

In this Deed, terms that are not defined in clause 2 have the same meaning as they are given in the ILUA.

#### 2. DEFINITIONS

In this Deed unless a contrary intention appears:

**Assignee** means [insert name of assignee] and includes its executors, administrators, permitted assigns and its successors;

**Date of Assignment** is the date the last party executes this Deed;

**ILUA** means the Indigenous Land Use Agreement, including its schedules, dated [insert date] between the Native Title Parties, the Nguddaboolgan PBC, the State and the NQMA and registered on the Register of Indigenous Land Use Agreements pursuant to section 24CG(1) of the NTA on [insert date] as agreement number [insert number];

**Native Title Parties** means [insert details];

**NQMA** means the North Queensland Miners Association Incorporated;

**State** means the State of Queensland;

**Nguddaboolgan PBC** means Nguddaboolgan Native Title Aboriginal Corporation RNTBC ICN 7727.

### **3. ASSUMPTION OF OBLIGATIONS**

#### **3.1 On and from the Date of Assignment in relation to the area of the Further Determination:**

- (a) the Native Title Parties assign all of its right, title and interest in the ILUA to the Assignee;
- (b) the Assignee accepts all of the Native Title Parties' right, title and interest in the ILUA;
- (c) the Assignee undertakes to carry out, observe and perform all of the Native Title Parties' obligations under the ILUA as if it were named in the ILUA as the Native Title Parties Party.

#### **3.2 The Parties to this Deed agree that on and from the Date of Assignment, in relation to the area of the Further Determination, the Assignee will be substituted for the Native Title Parties under the ILUA as if it had originally been a party to the ILUA instead of the Native Title Parties and all references in the ILUA to the Native Title Parties in any capacity will be read and construed as if they were references to the Assignee.**

### **4. NATIVE TITLE PARTIES' COVENANTS**

The Native Title Parties covenant that they have observed, performed and fulfilled all of the covenants, provisions and conditions in the ILUA as at the Date of Assignment.

### **5. NATIVE TITLE PARTIES NOT RELEASED**

To the maximum extent permitted by law, nothing contained or implied in this Deed releases the Native Title Parties from their obligations under the ILUA. That is, should the Assignee fail to comply with its obligations under the ILUA, or should the Assignee be deregistered as a body corporate or for any reason cease to exist, the Native Title Parties will be liable for the obligations of the Assignee under the ILUA.

### **6. COSTS**

Each party must bear its own costs of preparing and executing this Deed and the Assignee will pay all stamp duty assessed on this Deed.

**7. GOVERNING LAW**

This Deed will be governed by the laws of the State of Queensland.

**8. NOTICE**

8.1 For the purposes of clause 35 of the ILUA, the Assignee's Address for Service is:

**Name:**

**Contact:**

**Address:**

**Telephone:**

**Facsimile:**

8.2 The Address for Service for all other parties is that contained in the ILUA.



**SIGNED SEALED AND DELIVERED )**

.....  
(Witness)

.....  
(Witness)

Document No: 4055510



**SIGNED SEALED AND DELIVERED** for and )  
on behalf of the **STATE OF QUEENSLAND** )

by ..... )  
(name of person) )

..... )  
(signature) )

the ..... )  
(position) )

a person duly authorised to act on this behalf, )

this                      day of                      20 )

in the presence of )

..... )  
(signature of witness) )

..... )  
(print name of witness) )

..... )  
(address of witness) )

**SCHEDULE 9 – Document for Regulation 9 of the *Native Title (Prescribed Body Corporate) Regulations 1999 (Cth)***

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We, the undersigned certify that:

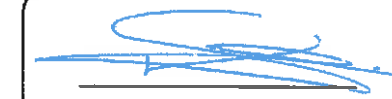
- (a) this is a document for the purposes of regulation 9 of the *Native Title (Prescribed Bodies Corporate) Regulations 1999 (Cth)*;
- (b) we are all members of the Nguddaboolgan PBC and we are all common law holders represented by the Nguddaboolgan PBC whose Native Title would be affected by the Nguddaboolgan PBC entering into the ILUA;
- (c) the common law holders represented by the Nguddaboolgan PBC have been consulted about, and have consented to, the Nguddaboolgan PBC entering into the ILUA in accordance with regulation 8(1)(b) of the *Native Title (Prescribed Body Corporate) Regulations 1999 (Cth)*;
- (d) prior to the common law holders represented by the Nguddaboolgan PBC consenting to the Nguddaboolgan PBC entering into the ILUA:
  - (i) the Land Council was consulted about the proposed decision for the Nguddaboolgan PBC to enter into the ILUA; and
  - (ii) the Land Council's views about the Nguddaboolgan PBC entering into the ILUA were considered,in accordance with regulation 8.2 of the *Native Title (Prescribed Bodies Corporate) Regulations 1999 (Cth)*; and
- (e) attached to this document and marked "B" is a copy of a document signed by an authorised member of the Land Council certifying that the Land Council has been consulted about the proposed decision for the Nguddaboolgan PBC to enter into the ILUA. [Note: Land Council to provide signed document]

Signed by Ernest Burns [print name]

this 24<sup>th</sup> day of April 2015  
in the presence of:

Witness: Rhonda M. Jacobsen  
(print name)

  
(signature)

  
(witness' signature)

Signed by Lynette Geary [print name]

this 24<sup>th</sup> day of April 2015  
in the presence of:

Witness: Rhonda M Jacobsen  
(print name)

L.V Geary  
(signature)

[Signature]  
(witness' signature)

Signed by Maxwell Underwood [print name]

this 24<sup>th</sup> day of April 2015  
in the presence of:

Witness: Rhonda M Jacobsen  
(print name)

M. Underwood  
(signature)

[Signature]  
(witness' signature)

Signed by Karen Sansi [print name]

this 24<sup>th</sup> day of April 2015  
in the presence of:

Witness: Rhonda M Jacobsen  
(print name)

K Sansi  
(signature)

[Signature]  
(witness' signature)

Signed by Kate Higgins [print name]

this 24<sup>th</sup> day of April 2015  
in the presence of:

Witness: Rhonda M Jacobsen  
(print name)

K Higgins  
(signature)

[Signature]  
(witness' signature)

**Attachment B – Document for Regulation 9(6) of the Native Title (Prescribed Body Corporate) Regulations 1999 (Cth)**

I, **ERROL NEAL**, authorised member of the Land Council certify that the Land Council has been consulted about the proposed decision by the Nguddaboolgan Aboriginal Corporation RNTBC ICN 7727 to enter into the Small Scale Mining and Exploration Activities North Queensland Area Indigenous Land Use Agreement.

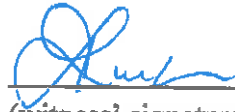
Signed by Errol Neal

this 12<sup>th</sup> day of May 2015  
in the presence of:

Witness: IAN KUCH  
(print name)

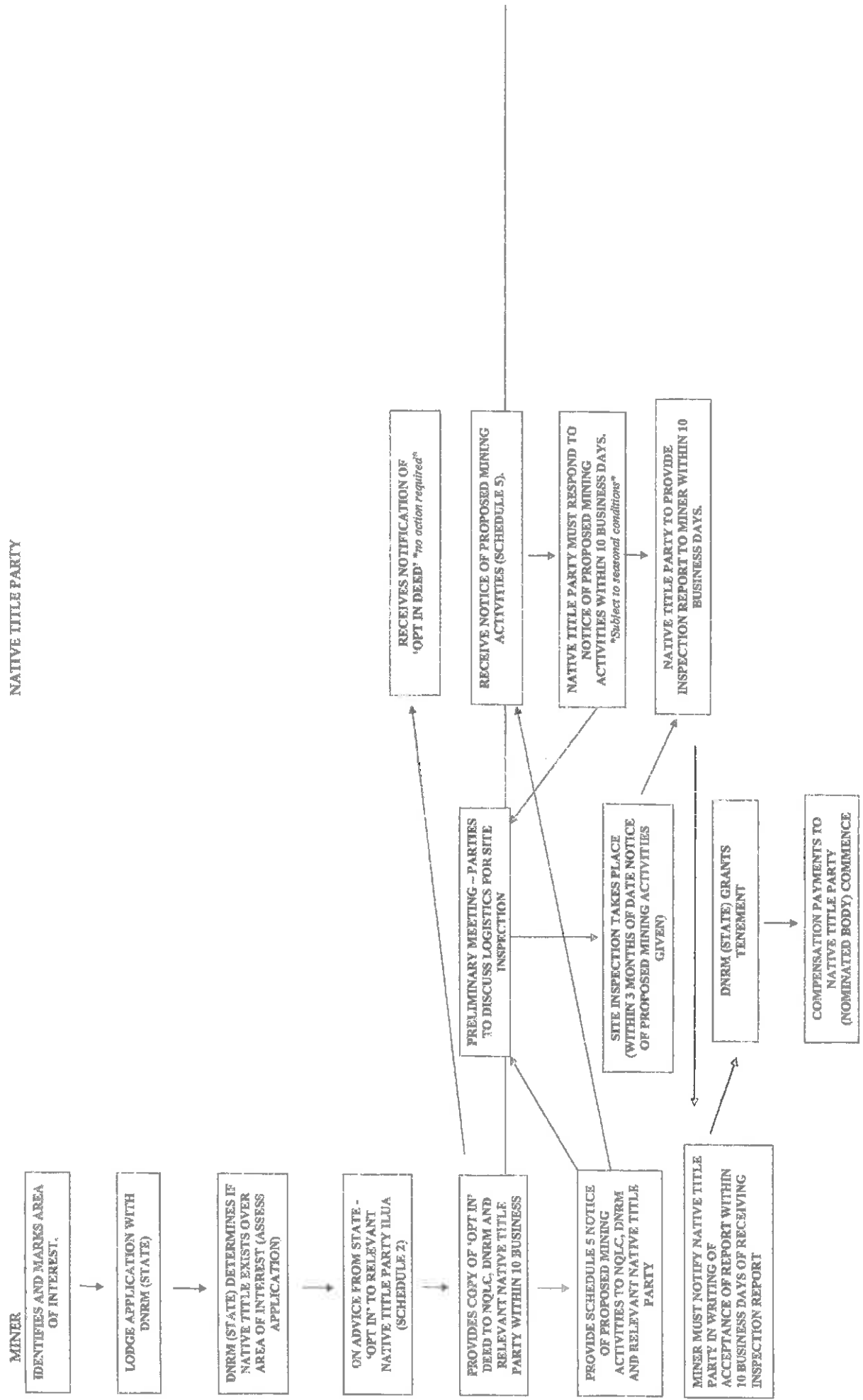


(signature)



(witness' signature)

## SCHEDULE 10--SMALL SCALE MINING ILUA PROCESS FLOWCHART



## **SCHEDULE 11 – ADDRESS FOR SERVICE**

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### **NATIVE TITLE PARTIES**

C/- Principal Legal Officer  
North Queensland Land Council  
PO Box 679N  
Cairns North QLD 4870

Telephone: 07 40427000  
Facsimile: 07 40427414

### **NGUDDABOOLGAN PBC**

c/-Post Office  
Yarrabah QLD 4871.

Telephone: [    ]  
Facsimile: [    ]

### **STATE OF QUEENSLAND**

The Director  
Native Title Services  
Department of Natural Resources and Mines  
PO Box 15216  
City East QLD 4002

### **NORTH QUEENSLAND MINERS' ASSOCIATION**

C/- Treasurer  
PO Box 133  
Malanda QLD 4885