

Schedule 2 – Draft terms of Crown Lease

See Following

WESTERN AUSTRALIA
 LAND ADMINISTRATION ACT 1997
 TRANSFER OF LAND ACT 1893 as amended

LEASE OF CROWN LAND (L)

DESCRIPTION OF LAND (NOTE 1)

DESCRIPTION OF LAND (NOTE 1)	EXTENT	VOLUME	FOLIO
Lot 502 on deposited plan 55945	Whole	0000	000

LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS (NOTE 2)

[To be completed.]

LESSOR/LESSORS (NOTE 3)

The **State of Western Australia** acting through the **Minister for Lands**, a body corporate under the *Land Administration Act 1997*, care of Department for Planning and Infrastructure, 1 Midland Square, Midland, WA 6056

LESSEE/LESSEES (NOTE 4)

The **Commonwealth Scientific And Industrial Research Organisation** a body corporate under the *Science and Industry Research Act 1949 (Commonwealth)* of Limestone Avenue, Campbell, ACT, Australia

TERM OF LEASE (NOTE 5)

30 Years 0 Months 0 Days
 Commencing from the day of in the year
 With one option to renew for 20 years

THE LESSOR HEREBY LEASES TO THE LESSEE the land above described subject to the encumbrances as shown hereon (Note 6)

For the above term for the clear yearly rental of (Note 7) \$500 payable (Note 8) annually

SUBJECT TO THE COVENANTS AND POWERS IMPLIED UNDER THE LAND ADMINISTRATION ACT 1997 AND THE TRANSFER OF LAND ACT 1893 AS AMENDED (UNLESS HEREBY NEGATED OR MODIFIED) AND ALSO TO THE COVENANTS AND CONDITIONS CONTAINED HEREIN.

PARTIES

The parties to this Lease are the Lessor and the Lessee as defined in clause 1.1.

RECITALS

- A. The Commonwealth and the State are endeavouring to have Western Australia chosen as the main site for the SKA Project, with the core base for the SKA Project intended to be situated at the Leased Premises.
- B. The CSIRO is working with the Commonwealth and the State to host the Projects including the ASKAP Project which will be based at the Leased Premises irrespective of whether Australia is successful in its bid to host the SKA Project.
- C. The Leased Premises has been chosen by the Parties as the most appropriate site in Australia to construct and operate the Projects and be the core site of the SKA Project if Australia is successful in its bid to host the SKA Project.
- D. Agreement has been reached, as evidenced by the ILUA, with the Wajarri Yamatji people for the grant of this Lease of the Leased Premises for the Permitted Use, which use includes the Projects but does not include the SKA Project.
- E. It is intended that, if Western Australia is chosen as the site for the SKA Project and the core site for the SKA Project includes the Leased Premises, further agreement will be required with the Wajarri Yamatji people in respect of the tenure issues needing to be addressed for that project.
- F. The Lessor is authorised by section 86 of the LAA to grant leases of Crown land to any instrumentality of the Commonwealth and on such terms and conditions as the Minister may determine.
- G. The Lessor has agreed to grant to the Lessee and the Lessee has agreed to take a lease of the Leased Premises subject to the Encumbrances, for the Term, to use for Permitted Use, at the Rent and on and subject to the provisions of the LAA and the terms and conditions of this Lease.

AGREEMENT

The parties covenant and agree on the matters set out on the front page of this Lease and as follows:

1. DEFINITIONS, INTERPRETATION AND EXERCISE OF MINISTER'S POWERS

1.1 DEFINITIONS

In this Lease, the following definitions, together with those in the Schedules, apply unless the contrary intention appears:

ASCC means the Australian SKA Co-ordination Committee, the body formed by the Commonwealth and the State whose functions are set out in the memorandum of understanding dated 10 October 2007 between the Commonwealth and the State or if the ASCC ceases to exist then any successor organisation set up to carry out the ASCC's functions.

ASKAP Project means the Australian Square Kilometre Array Pathfinder Project, as more particularly described in item 1 of Schedule 2.

Authorisation means a consent, authorisation, permit, licence, approval agreement, certificate, authority or exemption from, by or with a Government Agency or required under any Law and all conditions attached to an authorisation.

authorised Stock has the meaning given to that term in Section 93 of the LAA or such other Stock as the Lessor may from time to time agree in writing can be grazed on the Leased Premises by the Lessee.

Business Day means any day other than a Saturday, Sunday, bank holiday or public holiday in Western Australia or the Australian Capital Territory.

Collaboration Agreement means the agreement between CSIRO and the State dated [] dealing with, among other things, the funding for the purchase by CSIRO of the Pastoral Lease and includes that agreement as varied or replaced from time to time.

Commencement Date means the date shown on the front page of this Lease as the commencement date.

Commonwealth means the Commonwealth of Australia.

Contamination is the state of being contaminated as that term is defined in the CSA.

CoRE means the Cosmological Reionisation Experiment more particularly described in item 2 of Schedule 2.

Crown or **State** means the Crown in right of the State of Western Australia.

CSA means the *Contaminated Sites Act 2003 (WA)*.

CSIRO means the Commonwealth Scientific and Industrial Research Organisation a body corporate under the *Science and Industry Research Act 1949 (Cth)* or any replacement body of it from time to time.

Department means the department principally assisting the Minister in the administration of the LAA being at the Commencement Date, the Department for Planning and Infrastructure.

Encumbrances means the limitations, interests, encumbrances and notifications shown on the front page of this Lease.

Environmental Harm has the same meaning as that term is defined in the EPA.

Environmental Law means all environmental, Contamination or Pollution laws and any regulations, orders, directions, ordinances or all requirements, permission, permits or licences issued thereunder.

Environmental Notice means any written notice, direction, order, demand or other requirement to take any action or refrain from taking any action from any Governmental Agency in connection with any Environmental Law.

EPA means the *Environmental Protection Act 1986 (WA)*.

Further Term means the further term of this Lease specified in item 8 of Schedule 1.

Governmental Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency, statutory authority or entity.

GST has the meaning given in section 195-1 of the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

GST Law has the meaning given in section 195-1 of the GST Act.

ILUA means the indigenous land use agreement entered into between the State, the Commonwealth of Australia, CSIRO, the Yamatji Marlpa Aboriginal Corporation, the Minister and the Wajarri Yamatji people pursuant to the *Native Title Act 1993 (Cth)* dated [] which, among other things, deals with the grant of this Lease and sets out arrangements for access to the Leased Premises by the WY Claim Group.

Improvements means the Lessor's Improvements and the Lessee's Improvements.

Insurance Policies means each of the policies of insurance required to be taken out by the Lessee under clause 8.5.

Interest Rate means the rate determined under section 8(1)(a) of the *Civil Judgments Enforcement Act 2004 (WA)* from time to time.

LAA means the *Land Administration Act 1997 (WA)*.

Law includes any requirement of any statute, regulation, proclamation, ordinance or by-law, present or future, and whether State or Federal.

Lease means this lease, as it is amended from time to time, varied, supplemented, replaced, extended, renewed or assigned, as permitted by this lease, and includes any deed of variation of this lease.

Leased Premises means the land described on the front page of this Lease and which site is known or referred to as the "Murchison Radio-astronomy Observatory" or, in its abbreviated form, of "MRO".

Lessee means the CSIRO.

Lessee's Agent means any Proponent and the employees, agents, contractors, consultants and invitees of the Lessee and that Proponent.

Lessee's Improvements means all Services, telescopes, radio-telescope dishes, fibre optic cables, other plant and equipment, and other fixtures and fittings of the Lessee or Lessee's Agent:

- (a) affixed to or installed on the Leased Premises; or
- (b) affixed and forming part of anything that is a Lessor's Improvement,

that is affixed or installed by, or on behalf of, the Lessee or a Lessee's Agent before or during the Term in accordance with the terms of this Lease and includes any alterations, replacements, or variations that may be made to any of those things from time to time during the Term.

Lessor means the party described as the Lessor on the front page of this Lease and the Crown and any successor in title to the Leased Premises.

Lessor's Improvements means all fences, wells, water holes, airstrip and other structures whatsoever that relate to the former use of the Leased Premises as part of the land comprising the Pastoral Lease and which were on the Leased Premises at the Commencement Date and includes any replacements, alterations and variations that may be made to any of those things from time to time during the Term.

Minister means the Minister for Lands, a body corporate under section 7 of the LAA.

MWA Project means the Murchison Widefield Array Project more particularly described in item 3 of Schedule 2.

PAPER Project means the Precision Array to Probe the Epoch of Reionisation Project more particularly described in item 4 of Schedule 2.

Pastoral Lease means the pastoral lease surrounding the Leased Premises known as “Boolarly Station”, being the whole of the land comprised in Crown Lease 146/1966 (Pastoral Lease 3114/406) being, Lot 226 on Deposited Plan 220344, the whole of the land comprised in Certificate of Crown Land Title Volume 3085 Folio 52, Lot 18 on Deposited Plan 220344, the whole of the land comprised in Certificate of Crown Land Title Volume 3064 Folio 479 and Lot 31 on Deposited Plan 220344, the whole of the land comprised in Certificate of Crown Land Title Volume 3064 Folio 504.

Permitted Use means the permitted uses of the Leased Premises described in item 3 of Schedule 1.

Pollution means any thing that is pollution within the meaning of that term as defined in the EPA that is not authorised under any Law.

PrepSKA means the international project to conduct various preparatory studies for the SKA Project and which is more particularly described in item 5 of Schedule 2.

Project means a Radio Astronomy project that is described in item 3 of Schedule 1, or as that project may from time to time be redescribed or named by its Proponent.

Proponent means in relation to a Project, the person approved by the CSIRO as responsible for the Project, including the persons nominated by the Proponent to conduct the activities relevant to the Project.

Radio Astronomy means the branch of astronomy studying the radio frequency radiation (as distinct from light) which is received on Earth from cosmic phenomena.

Relevant Land means the Leased Premises and Surrounding Area.

Rent means the annual rent specified in item 1 of Schedule 1 as varied from time to time under this Lease.

Rent Payment Date means the first Business Day of January of every year during the Term or such other date or dates as the Minister may specify.

Rent Review Date means each date specified in item 2 of Schedule 1.

Schedule means a Schedule to this Lease.

Services means all utility services including water supply, sewerage, drainage, electricity, gas and telecommunications facilities.

SKA Project means the Square Kilometre Array Project, a next-generation high technology radio telescope project sponsored by a consortium of countries, of which Australia is a member and which is more particularly described in Schedule 3.

State’s Officer means any officer, employee, agent, contractor or consultant of the State, and any other person accompanying or authorised by such officer, employee, agent, contractor or consultant, who are employed or retained by, are providing advice to, or are otherwise authorised by, the State.

Stock has the meaning given to that term in section 3 of the LAA.

Surrounding Area means any land or water adjacent to or in the immediate vicinity of the Leased Premises and the air above the Leased Premises.

Term means the term of this Lease set out on the front page commencing from the Commencement Date unless terminated earlier under the terms of this Lease before expiry of the Term, and includes any Further Term and any period of holding over in accordance with the terms of this Lease.

Tax Invoice has the meaning given in section 195-1 of the GST Act.

Taxable Supply has the meaning given in section 195-1 of the GST Act.

TLA Agency means the agency or department responsible for the registration of dealings relating to land in the register kept pursuant to the *Transfer of Land Act 1893 (WA)*.

Wajarri Yamatji people means Ike Simpson, Robin Boddington, Ron Simpson, Charlie Snowball, Monty Walgar, David Jones, Colin Hamlett, Gavin Egan, Mack Mourambine, Timothy Simpson, Bill Pearce, Malcolm Ryan, Neville Mongoo, Gordon Fraser, Rochelle Baumgarten, William Baumgarten and Pam Mongoo for and on behalf of the WY Claim Group.

WY Claim means the native title determination application with NNTT file number WC04/10, Federal Court file number WAD 6033/98, and known as the Wajarri Yamatji native title claim.

WY Claim Group means all the persons who, according to their traditional laws and customs, hold the common or group rights and interests comprising the native title claimed under the WY Claim.

1.2 INTERPRETATION

In this Lease, unless the context otherwise requires:

- (a) headings or subheadings are inserted for guidance only and do not govern the meaning or construction of this Lease or of any provision contained in this Lease;
- (b) words expressed in the singular include the plural and vice versa;
- (c) words expressed in one gender include the other genders;
- (d) an expression importing a natural person includes a company, partnership, joint venture, association, corporation or other body corporate;
- (e) a reference to a thing includes a part of that thing but without implying that part performance of an obligation is performance of the whole;
- (f) references to parts, clauses and parties are references to parts and clauses of, and parties to, this Lease;
- (g) the word 'person' includes an individual, a body corporate, an unincorporated body or association, or any Governmental Agency and includes, in the case of a natural person, a reference to the person's personal representatives, executors, administrators, successors and assigns and, in the case of a body corporate, a reference to its successors and assigns;
- (h) a reference to a party to this Lease includes that party's successors and permitted assigns and in the case of a natural person also includes that person's personal representatives and administrators;
- (i) where the day on or by which a thing is required to be done is not a Business Day that thing must be done on or by the succeeding Business Day;
- (j) a covenant or agreement by more than one person binds, and is enforceable against, those persons jointly and each of them severally;

- (k) no rules of construction apply to the disadvantage of a party because that party was responsible for the drafting of this Lease or of any of the provisions of this Lease;
- (l) references to statutes, regulations, ordinances and by-laws when contained in this Lease include amendments, re-enactments or consolidations of any of them and a reference to a statute includes every regulation, proclamation, ordinance and by-law issued under that statute;
- (m) a reference in this Lease to a subclause, paragraph or subparagraph is a reference to a subclause, paragraph or subparagraph in the clause or definition in which the reference appears;
- (n) words that are defined in the LAA and used in this Lease have the same meaning given to them under the LAA;
- (o) a reference to a party, if that party ceases to exist or is reconstituted, renamed or replaced, or its powers or functions are transferred to any other person, refers respectively to the person established or constituted in its place or succeeding to its powers or functions; and
- (p) a reference to the word “including” is deemed to be followed by the words “but not limited to”.

1.3 PERFORMANCE OF FUNCTIONS BY MINISTER

All acts and things that the Lessor or the Minister is required or empowered to do under this Lease may be done by the Minister or the Minister’s delegate appointed under section 9 of the LAA.

1.4 APPROVAL BY THE LESSOR

- (a) In any case where under this Lease the doing or executing of any act, matter or thing by the Lessee is dependent on the approval or consent of the Lessor, such approval or consent will not be effective unless it is given in writing and may be given or withheld by the Lessor in the Lessor's absolute discretion and may be given subject to such conditions as the Lessor may determine unless otherwise provided in this Lease.
- (b) The Lessee agrees that any failure by the Lessee to comply with or perform a condition imposed under subclause (a) will constitute a breach of a condition or covenant under this Lease.

2. APPLICATION AND EXCLUSION OF STATUTES

2.1 LAND ADMINISTRATION ACT

The Lessee and the Lessor agree that:

- (a) the provisions of the LAA relating to leases of Crown land granted under section 86 of the LAA apply to the Lessee; and
- (b) the provisions of this Lease do not in any way affect, alter or derogate from the Lessor’s or the Minister’s rights or powers conferred under the LAA.

2.2 TRANSFER OF LAND ACT

Such of the covenants and powers as might otherwise be implied by the *Transfer of Land Act 1893 (WA)* do not apply to this Lease and are not implied in this Lease unless expressly included.

3. RENT

3.1 PAYMENT OF RENT

The Lessee must pay to the Lessor the Rent:

- (a) on the execution of this Lease, and thereafter in advance on each Rent Payment Date;
- (b) at the place and in the manner notified by the Lessor in writing at any time or in the absence of that direction, at the address specified in item 4 of Schedule 1;
- (c) without deduction or abatement; and
- (d) without demand from the Lessor.

3.2 RENT REVIEW

- (a) The Rent will be varied on each Rent Review Date in accordance with subclause (b) below.
- (b) On each Rent Review Date, the Rent will be varied to the current nominal rent, as determined, and notified by the Lessor. The nominal rent is the level of rent usually charged by the Lessor for leases granted under the LAA to recover administrative and related costs only.
- (c) Until the Lessee is notified of the Rent as varied, the Lessee must pay the Rent in effect prior to the variation. When so notified, the Lessee must pay the Rent as varied and must also pay the amount of any consequential adjustment from the Rent Review Date until the date of such notification.

4. RATES TAXES CHARGES AND OTHER PAYMENTS BY LESSEE

4.1 PAYMENT OF RATES, TAXES ETC

- (a) The Lessee must pay, when due and payable, all present and future rates, taxes (including State land tax, if any), charges, impositions, assessments, outgoings, duties and fees of any Governmental Agency which at any time during the Term are charged upon the Leased Premises or imposed or levied upon the Lessee in respect of its occupation and use of the Leased Premises for the Permitted Use.
- (b) It is not intended that subclause (a) imposes on CSIRO, while it is Lessee, an obligation to pay a particular rate, tax, charge, imposition, assessment, outgoing, duty or fee referred to in that subclause which it can establish it is not otherwise liable to pay because it is exempt.

4.2 OTHER OUTGOINGS

- (a) The Lessee must pay all Other Outgoings referable to the Lessee's use of the Leased Premises for the Permitted Use.
- (b) Amounts payable under this clause and clause 4.1 must be:
 - (i) paid within 30 days of receipt by the Lessee of the Lessor's invoice for the same if invoiced by the Lessor and payments must be made at the same place as payments of Rent; or
 - (ii) paid directly to the person seeking payment if the Lessee is invoiced directly by them.

- (c) For the purposes of this clause “**Other Outgoings**” means all costs imposed or levied upon and payable by the Lessee in relation to its use or occupation of the Leased Premises including insurance, and which are not otherwise recoverable under the other provisions of this Lease.

4.3 SERVICES AND PAYMENT OF SERVICE CHARGES SEPARATELY METERED

- (a) The Lessee acknowledges that the Lessor is not responsible for arranging the provision or connection of Services to the Leased Premises.
- (b) The Lessee acknowledges that it is responsible for:
 - (i) arranging, at its own cost and expense, directly with any relevant supplier for the supply of any Services required by the Lessee to the Leased Premises and the installation of any additional services or equipment that is required, such as, installation of any meter, wire, pipe or other apparatus required to deliver the Service or measure consumption of it;
 - (ii) all costs of installing, repairing, maintaining or replacing any meter, wire, pipe or other apparatus required for supplying any such Service to the Leased Premises or to measure consumption of it;
 - (iii) any usage fees, service fees, licence fees and other charges whatsoever connected or relevant to the Services supplied to the Leased Premises and any levy imposed by any Governmental Agency or statutory corporation relating to any Service supplied to the Leased Premises; and
 - (iv) paying promptly all accounts for Services separately metered or charged for the Leased Premises.

4.4 LEGAL COSTS

- (a) The Lessee and Lessor are each responsible for their legal costs associated with the negotiation and preparation of this Lease.
- (b) The Lessee must pay to the Lessor the Lessor’s reasonable legal and other costs and expenses arising out of this Lease, including those incurred:
 - (i) in relation to an assignment, subletting or surrender of this Lease;
 - (ii) in considering a request for any consent or approval by the Minister;
 - (iii) as a result of a default by the Lessee in performance of its obligations under this Lease; and
 - (iv) as a result of the exercise of any right, power, privilege, authority or remedy of the Lessor or the Minister in respect of this Lease, including the preparation and service of any notice referred to in clause 11.
- (c) The Lessee is to pay or reimburse the Lessor on demand all costs relating to the registration of this Lease and any extension of the Term of this Lease.

4.5 INTEREST

- (a) If any amount payable by the Lessee under this Lease is not paid within 30 days after it becomes due for payment and is formally demanded, the Lessee is to pay to the Lessor interest on demand, on the amount from the due date for payment until it is paid in full.
- (b) Interest is to be calculated on a daily basis, at the Interest Rate.

- (c) Nothing in this clause affects or prejudices any other right that the Lessor may have in respect of the Lessee's failure to pay any amount by the due date for payment.

5. LESSEE'S GENERAL OBLIGATIONS

5.1 PERMITTED USE

- (a) This Lease confers on the Lessee a right to occupy and use the Leased Premises for the Permitted Use, in accordance with the terms of this Lease.
- (b) The Lessee must not use the Leased Premises or allow the Leased Premises to be used for any purpose other than the Permitted Use provided that it is acknowledged that as the Leased Premises is a large area in order to keep it maintained, it is permissible for the Lessee, subject to clause 5.7, to graze Stock, or permit the grazing of Stock, on the Leased Premises from time to time.
- (c) The Lessee agrees to use the Leased Premises for the Permitted Use from the Commencement Date and continue to do so throughout the Term.

5.2 COMPLIANCE WITH LAW

- (a) The Lessee must punctually comply with all Laws, as applicable, and the requirements, notices or orders notified to the Lessee by any Governmental Agency having jurisdiction or authority in respect of one or more of:
 - (i) the Leased Premises;
 - (ii) the Lessee's use and occupation of the Leased Premises; or
 - (iii) the Improvements on the Leased Premises,including, as applicable, the *Aboriginal Heritage Act 1972*, *Wildlife Conservation Act 1950 (WA)*, *Conservation and Land Management Act 1984 (WA)* and the EPA.
- (b) The Lessee must punctually comply with any notice or direction served on the Lessee by a Governmental Agency requiring the destruction of noxious animals, plants or pests or the carrying out of works to the Leased Premises.
- (c) The Lessee must obtain and keep current all permits, licences, approvals and consents required, to undertake the Permitted Use.

5.3 ABORIGINAL HERITAGE PROTECTION

The Lessee will comply with its obligations in respect of aboriginal heritage protection as agreed by it in the ILUA, including, where applicable, complying with:

- (a) the heritage protection protocol set out in Schedule 3 of the ILUA (as may be varied from time to time in accordance with the ILUA); or
- (b) any aboriginal heritage protection agreement which may be executed pursuant to clause 22.2(c) of the ILUA.

5.4 NUISANCE

Except for the Permitted Use in clause 5.1, the Lessee must not carry on or permit to be carried on, on the Leased Premises:

- (a) any noxious noisome or offensive activity, trade or calling; or

- (b) any illegal activity.

5.5 KEEP IN SAFE CONDITION

- (a) Subject to subclauses (c) and (d), the Lessee must, at the Lessee's expense:
 - (i) keep and maintain the Leased Premises in good and safe repair and condition;
 - (ii) keep the Lessor's Improvements in or on the Leased Premises in a safe condition;
 - (iii) keep the Lessee's Improvements in or on the Leased Premises in a safe condition;
 - (iv) make good any damage caused to the Leased Premises or the Lessor's Improvements by the Lessee or the Lessee's Agents.
- (b) Without prejudice to the generality of subclause (a), for the avoidance of doubt, the Lessee is obliged to:
 - (i) effect all necessary works to the Leased Premises and structural repairs to the Improvements where necessary to bring them to, and maintain them in, a state of safe condition; and
 - (ii) effect all works necessary to the Leased Premises and structural and other repairs to the Improvements to comply with the requirements of any Governmental Agency whether imposed on the Lessee as occupier or the Lessor as proprietor.
- (c) Nothing in subclauses (a) and (b) require the Lessee to replace with new any Lessor's Improvement that is in a dilapidated state of repair and condition as at the Commencement Date provided that if the Lessee intends to use, or permit use of, such an improvement in its use and enjoyment of the Leased Premises then it is responsible at its cost to replace or repair that improvement as may be required by the Lessee.
- (d) The Lessee may alter, move or remove and dispose of any Lessor's Improvement if reasonably necessary for its use of the Leased Premises for the Permitted Use or for health and safety reasons.

5.6 LESSEE NOT TO REMOVE MATERIALS EXCEPT WITH APPROVAL OF LESSOR

- (a) The Lessee must not mine, remove, extract, dig up or excavate any sand, stone, gravel, clay, loam, shell, or similar substance or permit any other person to undertake any such action without the prior approval in writing of the Lessor and subject to such conditions as the Lessor may determine.
- (b) Subclause (a) does not apply to any removal digging up or excavation as may be necessary to construct or undertake any improvement or alteration authorised by or under this Lease.

5.7 MANAGEMENT OF THE LEASED PREMISES

- (a) The Lessee acknowledges that the Leased Premises is surrounded by the Pastoral Lease and was once part of the land comprising the Pastoral Lease and, as such, the Lessee must manage the environmental, flora and fauna issues associated with the land in a manner that is consistent with management of the Pastoral Lease.
- (b) If the Lessee intends to manage vegetation on the Leased Premises by grazing Stock, or permitting the grazing of Stock, on any part of the Leased Premises it must:
 - (i) notify the Lessor of the intended grazing of Stock;

- (ii) only permit grazing of authorised Stock and in accordance with conditions imposed by the Lessor on that use;
 - (iii) use, or must ensure that, methods of best pastoral and environmental management practice, appropriate to the area where the Leased Premises is situated, for the management of Stock and for the management, conservation and regeneration of pasture for grazing;
 - (iv) maintain the indigenous pasture and other vegetation on the Leased Premises to the reasonable satisfaction of the Lessor;
 - (v) comply with the minimum or maximum numbers, and distribution of authorised Stock to be carried on the Leased Premises determined by the Lessor from time to time, based on its assessment of the sustainable carrying capacity of the Leased Premises and having regard to seasonal factors, and the Lessee must comply with such a determination; and
 - (vi) if the Lessor is of the opinion that the Leased Premises is overstocked to an extent that is likely to cause damage to the Leased Premises, if directed by the Lessor in writing, reduce the number of Stock depasturing on the Leased Premises to such number and within such time as specified in the direction.
- (c) The Lessee must not sow or cultivate non-indigenous pasture on the Leased Premises except as authorised by the Lessor.
 - (d) The Lessee must control declared plants and animals on the Leased Premises in compliance with the *Agriculture and Related Resources Protection Act 1976 (WA)*.

5.8 CLEARING OF LAND

The Lessee must not cut down, remove or destroy trees or otherwise clear any part of the Leased Premises or disturb or affect the soil except:

- (a) as permitted under this Lease and relevant Laws; and
- (b) as necessary for the construction, installation and operation of the Improvements permitted under this Lease.

5.9 IMPROVEMENTS

- (a) Except as provided in subclause (b), the Lessee must not, construct or erect any Improvement on the Leased Premises.
- (b) The Lessee may, without obtaining the Lessor's prior approval:
 - (i) construct any Lessee's Improvement on the Leased Premises as it requires that is consistent with the Permitted Use;
 - (ii) maintain, repair or replace from time to time any Lessor's Improvement; and
 - (iii) maintain, repair, remove or replace from time to time any Lessee's Improvement it has constructed on the Leased Premises,

and the Lessee agrees to give the Lessor written notice of the works undertaken in respect of subclause (b)(i) within 6 months of commencement of that construction.

- (c) The Lessee must obtain the prior approval of any Governmental Agency whose approval is necessary to enable the work relating to any of the activities covered in this clause to be lawfully carried out.

5.10 COST OF LESSEE'S OBLIGATIONS

Unless this Lease provides otherwise, anything that must be done by the Lessee under this Lease, whether or not at the request of the Lessor, must be done at the risk and cost of the Lessee.

5.11 REGISTRATION OF LEASE

The Lessee is to lodge this Lease for registration at the TLA Agency, within 30 days after it is executed by the Minister and the Lessee.

6. DEALINGS WITH ANY INTEREST IN THIS LEASE OR THE LEASED PREMISES TO BE APPROVED BY THE MINISTER

6.1 GENERAL

- (a) Section 18 of the LAA applies to this Lease and, without limiting the generality of that section and, in addition to what is provided in the other provisions of this clause 6, the Lessee must not, without the prior written consent of the Lessor:
 - (i) mortgage, charge or in any way encumber the Lessee's estate or interest in the Leased Premises or its rights and powers as Lessee under this Lease; or
 - (ii) except as provided in clause 6.3(b), otherwise deal with any interest in the Leased Premises or the Lessee's estate or interest under this Lease.
- (b) Any consent given by the Lessor under this clause 6 may be subject to such terms and conditions as the Lessor in its absolute discretion may impose.
- (c) Without limiting what is provided by this clause 6, the Lessee must not agree to or permit any encroachment or easement into, upon, over or against the Leased Premises or any part of the Leased Premises without the prior written approval of the Lessor.
- (d) The Lessee agrees that the Lessor may, before giving approval under section 18 of the LAA, in writing require:
 - (i) such information concerning the transaction for which approval is sought as the Lessor specifies; and
 - (ii) information furnished in compliance with subclause (d)(i) to be verified by statutory declaration.
- (e) The provisions of sections 80 and 82 of the *Property Law Act 1969* are hereby excluded.

6.2 NO TRANSFER OR ASSIGNMENT OF LEASE

The Lessee must not assign or transfer any part of its estate or interest in the Leased Premises or its rights and powers as Lessee under this Lease to any person.

6.3 NO SUBLETTING AND PARTING WITH POSSESSION OF THE LEASED PREMISES

- (a) Except as provided in subclause (b), the Lessee must not part with possession of, or share possession of, or sublet any part of the Leased Premises.
- (b) The Lessee may permit a Lessee's Agent to enter and remain on the Leased Premises pursuant to a licence right and being a contractual right only does not require the prior written approval of the Lessor (whether under section 18 of the LAA or otherwise).

7. LESSEE'S ENVIRONMENTAL OBLIGATIONS

- (a) The Lessee:
- (i) must obtain any Authorisation required for any conduct, activity or use undertaken by the Lessee on the Leased Premises, including the Permitted Use before that conduct, activity or use is undertaken;
 - (ii) must use the Leased Premises in a manner which complies with each Environmental Law and each Authorisation held by the Lessee in accordance with subclause (a)(i);
 - (iii) must not intentionally do or omit to do any act which is likely to result in the revocation, suspension or modification of an Authorisation in relation to the Leased Premises or any conduct or activity relating to the use of the Leased Premises;
 - (iv) must not cause or permit any Contamination, Pollution or Environmental Harm to the Relevant Land;
 - (v) must notify the Lessor promptly after becoming aware of:
 - (A) the existence of any Contamination affecting the Relevant Land which relates to, or arises as a direct result of, the Lessee's use of the Leased Premises;
 - (B) any Pollution affecting the Relevant Land which relates to or arises as a direct result of the Lessee's use of the Leased Premises;
 - (C) an Environmental Notice being served on the Lessee or a Lessee's Agent which relates to or arises as a direct result of the Lessee's use of the Leased Premises; or
 - (D) the making of a complaint to the Lessee or a Lessee's Agent or the commencement of proceedings against the Lessee relating to an alleged failure by the Lessee to observe or perform an obligation under an Environmental Law or Authorisation; and
 - (vi) must comply with every Environmental Notice issued during the Term in respect of the Lessee's use of the Leased Premises, whether the notice is served on:
 - (A) the Lessor and which notice the Lessor has given to the Lessee; or
 - (B) the Lessee.
- (b) Without affecting:
- (i) the obligations of the Lessee in this clause; or
 - (ii) limiting any right of, or indemnity in favour of, the Lessor,

if any Contamination, Pollution or Environmental Harm occurs in breach of subclause (a)(iv), the Lessee must do everything necessary to minimise the effect of the Contamination, Pollution or Environmental Harm as soon as reasonably practicable and must remediate any resultant damage and harm, to the reasonable satisfaction of the Lessor and in compliance with any Environmental Notice or Environmental Law.

- (c) The obligations of the Lessee under subclause (a)(vi) continue after the expiration or earlier termination of this Lease.

8. INDEMNITIES, RELEASE AND INSURANCE

8.1 DEFINITION

For the purposes of clause 8.4, the term **Lessor** includes the Crown, the Minister and the agents, servants, employees and contractors of the Lessor, the Crown and the Minister.

8.2 LESSEE ASSUMPTION OF RESPONSIBILITIES

- (a) The Lessee agrees to take and be subject to the same responsibilities to which it would be subject in respect of persons and property if, during the Term it were the owner and occupier of the freehold of the Leased Premises.
- (b) The Lessee is responsible and liable for all acts or omissions of the Lessee's Agent on the Leased Premises and for any breach by them of any covenants or terms in this Lease required to be performed or complied with by the Lessee.

8.3 INDEMNITY

- (a) The Lessee must indemnify and keep indemnified the Lessor from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be brought, maintained or made against the Lessor in respect of:
- (i) injury or damage of, or to, any kind of property or thing (including the property of third parties) situated on or in the Leased Premises; and
 - (ii) any death of, or injury or illness sustained by, any person,
caused or contributed to by:
 - (iii) the use or occupation of the Leased Premises by the Lessee or a Lessee's Agent;
 - (iv) any work carried out by or on behalf of the Lessee or Lessee's Agent under this Lease;
 - (v) the presence of any Contamination, Pollution or Environmental Harm in on or under the Relevant Land caused or contributed to by the act, neglect or omission of the Lessee or a Lessee's Agent;
 - (vi) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants or obligations under this Lease; or
 - (vii) any negligent or other tortious act or omission of the Lessee,
- such indemnity being reduced in proportion to the extent that such injury, loss or damage is caused or contributed to by the Lessor its employees, contractors or agents.
- (b) The Lessee indemnifies and must keep indemnified the Lessor from and against all claims, proceedings, suits, writs, demands and expenses relating to, or in respect of, the remediation of Contamination, Pollution or Environmental Harm required under any Environmental Notice, by any Law or by any Governmental Agency where the Contamination, Pollution or Environmental Harm emanated on, or from, the Leased Premises and was caused as a result of the use or occupation of the Leased Premises by the Lessee or Lessee's Agent.

- (c) The obligations of the Lessee under this clause:
 - (i) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount; and
 - (ii) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring before the expiration or earlier determination of this Lease.

8.4 RELEASE

- (a) The Lessee:
 - (i) agrees to occupy and use the Leased Premises at the risk of the Lessee during the Term;
 - (ii) releases to the full extent permitted by law the Lessor from:
 - (A) any liability which may arise in respect of any accident or damage to property or death or injury to, or illness of, any person, of any nature in or near the Leased Premises;
 - (B) loss of or damage to Lessee's Improvements or personal property of the Lessee or a Lessee's Agent; and
 - (C) all claims, actions, loss, damage, liability, costs and expenses (**Claims**) arising from or connected with (directly or indirectly) the presence of any Contamination, Pollution or Environmental Harm in, on or under the Leased Premises at any time throughout the Term,

except to the extent that such liability, loss, damage or Claims is caused by any negligent act or omission of the Lessor.
- (b) The obligations of the Lessee under subclause 8.4(a)(ii) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring before the expiration or earlier determination of this Lease.

8.5 INSURANCE

- (a) The Lessee must during the Term effect, maintain and keep current with the Australian Government's ComCover or with another similar insurer, a public risk insurance policy for the amount specified in item 7 of Schedule 1 for any one claim and which policy includes coverage in respect of:
 - (i) bodily injury, death or sickness of any person (except to the extent covered under the insurance referred to in subclause 8.5(b));
 - (ii) loss, damage or destruction of property; and
 - (iii) decontamination of the Leased Premises,

subject to the terms of the policy from time to time.
- (b) The Lessee shall effect and maintain all insurance required to be effected by it by law. Without limiting the generality hereof, the Lessee shall have all necessary insurance with respect to its employees under the relevant Laws and shall, if required by the Lessor, produce evidence of such insurance.

- (c) The Lessee is responsible for any Lessee's Improvements on or constructed or brought onto the Leased Premises by or on behalf of the Lessee and so is responsible for arranging or ensuring any Lessee's Agent, if relevant, arranges insurance it may require for reinstatement or replacement of any Lessee's Improvements that may be damaged or destroyed howsoever occurring.
- (d) The Lessee must, if requested by the Lessor:
 - (i) give to the Lessor a copy of the certificate of currency of the Insurance Policies referred to above at the Commencement Date; and
 - (ii) submit evidence to the Lessor on each anniversary of the Commencement Date during the Term, or as otherwise requested by the Lessor, which shows that the Insurance Policies are current.
- (e) The Lessor agrees that for so long as the Lessee holds insurance with the Australian Government's ComCover and ComCare, the Lessee's obligations under subclauses (a) to (c) will be complied with. If at any time during the Term, ComCover or ComCare ceases to exist (without being replaced) or ceases to apply to the Lessee, the Lessee will make alternative insurance arrangements to comply with subclauses (a) to (c), which may include self-insurance, and will notify the Lessor accordingly.

9. QUIET ENJOYMENT

If the Lessee pays the Rent and does not breach the conditions of this Lease, the Lessee may occupy the Leased Premises during the Term without any interference from the Lessor and the Minister except where otherwise allowed by this Lease or the LAA.

10. FURTHER TERM

- (a) If:
 - (i) the Lessee wants to take a renewed Lease of the Leased Premises for the Further Term from the date of expiry of the Term (**termination date**); and
 - (ii) at least three months, but not earlier than six months, before the termination date gives to the Minister written notice requesting a lease for the Further Term (**Lessee's Notice**),then, subject to subclause (b), the Minister is to lease the Leased Premises to the Lessee who takes the Leased Premises for the Further Term from the termination date:
 - (iii) at the appropriate Rent from time to time and for the time being reserved by this Lease payable at the time and in the manner stated in this Lease; and
 - (iv) subject to the same terms, covenants, conditions, agreements, provisions, stipulations and obligations as are contained in this Lease (as applicable or varied), except this clause 10.
- (b) If the Lessee gives the Lessee's Notice to the Minister, the Minister is entitled to refuse to grant a lease for the Further Term if at the date of the Lessee's Notice:
 - (i) the Lessee has failed to remedy a breach of its obligation to pay the Rent or any other monies payable under this Lease on the due date for payment; or

- (ii) the Lessee has been in breach of any other provision or covenant in this Lease and has failed to remedy the breach after receiving at least 30 days' written notice from the Minister requiring it to do so;

11. DEFAULT

11.1 ESSENTIAL TERMS

- (a) Without limiting the provisions of this Lease that are essential terms it is agreed that each of the covenants by the Lessee contained in each of the following clauses is deemed to be an essential term of this Lease:
 - (i) Clause 5.1 (Permitted Use);
 - (ii) Clause 5.2 (Compliance with Law);
 - (iii) Clause 5.3 (Aboriginal Heritage Protection);
 - (iv) Clause 5.5 (Keep in Safe Condition);
 - (v) Clause 6 (Dealings with any Interest in this Lease or the Leased Premises to be Approved by Minister); and
 - (vi) Clause 7 (Lessee's Environmental Obligations);
- (b) In respect of the Lessee's obligation to pay Rent or make other payments, the acceptance by the Lessor of any late payment shall not constitute a waiver of the essentiality of the Lessee's obligation to make that payment or of the Lessee's continuing obligation to pay during the Term.

11.2 TERMINATION OF LEASE

- (a) The parties agree that, in addition to any other ground for termination at law, and subject to section 81(1) of the *Property Law Act 1969 (WA)* if it applies, this Lease may be terminated by:
 - (i) the Lessor:
 - (A) in the event of breach of an essential term of this Lease and failure by the Lessee to remedy the breach within 30 days after service by the Lessor on the Lessee of written notice specifying the breach and requiring the Lessee to remedy it; or
 - (B) if the Lessee:
 - (1) enters into any formal arrangement with any of its creditors to avoid insolvency, or an administrator or a receiver or a receiver and manager is appointed to any of its assets;
 - (2) is CSIRO and the *Science and Industry Research Act 1949 (Cth)* is repealed or CSIRO ceases to exist; or
 - (ii) the Lessor pursuant to the provisions for forfeiture under section 35 of the LAA.
- (b) This Lease may only be terminated under subclauses (a)(i)(A) or (B) by the Lessor giving written notice to the Lessee and not by merely re-entering the Leased Premises.

11.3 SURRENDER OF LEASE

If the Lessee ceases to use the Leased Premises for the Permitted Use as determined by the Lessor in consultation with the ASCC and the Lessee:

- (a) The Lessee shall promptly surrender the Lease for nil consideration and give vacant possession of the Leased Premises to the Lessor; and
- (b) Within the Handover period (as defined in clause 12.1), carry out and perform its obligations under clause 12.1 of this Lease.

11.4 NO COMPENSATION AND ACCRUED RIGHTS

- (a) No compensation or money is payable to, or recoverable by, the Lessee or a Lessee's Agent from the Lessor for termination of the Lease under this clause 11.
- (b) Termination of the Lease under this clause 11:
 - (i) does not affect any rights and obligations that are expressed in this Lease to survive expiry or earlier termination of the Lease; and
 - (ii) is without prejudice to the rights of the Lessor in respect of any antecedent breach of the terms, covenants or conditions contained in this Lease by the Lessee.

12. RIGHTS AND OBLIGATIONS AT TERMINATION OF LEASE

12.1 YIELDING UP

- (a) On the expiration or earlier termination of the Lease (**termination date**), the Lessee must, within 12 months of the termination date (being the **Handover period**) to the reasonable satisfaction of the Lessor:
 - (i) surrender peaceably and yield up the Leased Premises to the Lessor:
 - (A) free from rubbish; and
 - (B) in respect of the Lessor's Improvements remaining after expiry or earlier termination of the Lease, in a state of safe repair and condition;
 - (ii) remove the Lessee's Improvements that the Lessor and Lessee have agreed prior to the termination date are to be removed from the Leased Premises or, in the absence of agreement of the parties by the termination date, remove all Lessee's Improvements, fixtures, fittings or any other property on the Leased Premises belonging to the Lessee or the Lessee's Agent and make good any damage caused by their removal including filling in, consolidating and levelling off any unevenness, excavation or hole caused by the Lessee or by the Lessee's use of the Leased Premises;
 - (iii) remove all Stock as may be required by the Lessor; and
 - (iv) promptly remediate any Contamination, Pollution or Environmental Harm of or to the Relevant Land which relates to, or arises as a direct result of, the use and occupation of the Leased Premises by the Lessee or the Lessee's Agent.
- (b) During the Handover period, it is agreed by the parties that the Lessee is occupying the Leased Premises as a tenant from month to month under and pursuant to the terms of clause 15.4 except that the Lessor agrees that it will not issue a notice terminating the

periodic tenancy under clause 15.4(c) during the Handover period while the Lessee occupies the Leased Premises for the purposes of meeting its obligations under this clause 12.

- (c) The obligations of the Lessee under this clause continue after the expiry or earlier termination of this Lease.
- (d) For the purposes of section 92 of the LAA, Lessee's Improvements that are removed from the Leased Premises pursuant to clause 12.1(a)(ii) remain vested in the Lessee and do not vest in the Crown on termination of this Lease.

12.2 LESSEE'S IMPROVEMENTS TO VEST IN CROWN

- (a) It is agreed that the provisions of section 92 of the LAA apply to this Lease except as varied by the terms of this Lease.
- (b) The Lessor is not liable to pay to the Lessee any compensation in respect of any Lessee's Improvements remaining on the Leased Premises after the expiry or earlier termination of this Lease.

13. LESSOR'S RIGHTS AND RESERVATIONS OF RIGHTS OF ACCESS

13.1 RIGHT TO ENTER

- (a) The Lessor or a State's Officer may (but is not obliged to do so) enter on to the Leased Premises at all reasonable times and on reasonable notice with all necessary plant, equipment and materials and subject to complying with the Lessee's safety, security and radio-quiet requirements that it is informed of by the Lessee:
 - (i) to assess compliance with the terms of this Lease;
 - (ii) to inspect the state and condition of the Leased Premises and the Improvements that were on the Leased Premises at the Commencement Date;
 - (iii) to repair, maintain or carry out any works in relation to the Leased Premises, or meet an obligation which the Lessee is liable to do under this Lease and has failed to do within 28 days of the Lessor serving notice on the Lessee requiring it to do so; or
 - (iv) to carry out works in order to comply with the requirements of any Governmental Agency.
- (b) If it is not reasonably practicable to do so, the Lessor or a State's Officer is not required to give any notice to the Lessee before entering on to the Leased Premises to carry out any works under subclause (a)(iii) or (iv) if the Lessor is of the opinion those works are of an emergency nature.
- (c) In the event of an emergency where radio usage is required, the Lessee acknowledges that the Lessor and a State's Officer may not be able to comply with the Lessee's radio quietness requirements.

13.2 ACCESS TO WY CLAIM GROUP REQUIRED BY THE ILUA

The Lessee will permit access to the Leased Premises to the WY Claim Group as agreed in the ILUA by it and subject to the terms of the access protocol attached as Schedule 4 to the ILUA.

13.3 REMEDY LESSEE'S DEFAULT

The Lessor may, but is not obliged to, remedy any default by the Lessee of its obligations under this Lease without notice (unless any clause specifically provides otherwise), including the payment of any moneys payable by the Lessee under this Lease.

13.4 RECOVER COSTS FROM LESSEE

If the Lessor carries out any works under clause 13.1 which it is the Lessee's obligation to do under this Lease or remedies a default under clause 13.3, the Lessee is to pay to the Lessor on demand all debts, costs and expenses, including legal costs and expenses, reasonably incurred by the Lessor as a result of carrying out those works or remedying that default.

14. NOTICES

14.1 SERVICE OF NOTICE ON LESSEE

Any notice or other document to be served on the Lessee under this Lease may be effected:

- (a) by delivering the notice or document personally to the address for service of notices on the Lessee set out in item 5 of Schedule 1 or at such other address previously notified to the Lessor or the Minister by the Lessee; or
- (b) by sending the notice or document by pre-paid post to the address or by facsimile to the facsimile number of the Lessee, as set out in item 5 of Schedule 1 or to such other address or facsimile number previously notified to the Lessor or the Minister by the Lessee.

14.2 SERVICE OF NOTICES ON LESSOR OR MINISTER

Any notice or other document to be served on the Lessor or the Minister under this Lease may be effected:

- (a) by delivering the notice or document to the offices of the Department personally at the address set out at item 6 of Schedule 1 or at such other address previously notified to the Lessee by the Lessor or the Minister; or
- (b) by sending the notice or document by pre-paid post to the address or by facsimile to the facsimile number of Department, as set out in item 6 of Schedule 1 or to such other address or facsimile number previously notified to the Lessee by the Lessor or the Minister.

14.3 REQUIREMENTS OF NOTICES SERVED ON THE LESSOR OR MINISTER

A notice or other document to be served on the Lessor or the Minister under this Lease must be signed by:

- (a) if given by an individual, by the person giving the notice;
- (b) if given by a corporation, by a director, secretary or authorised officer of the corporation; or
- (c) by a solicitor or other agent of the person giving the notice.

14.4 SERVICE EFFECTED

- (a) A notice or document sent by facsimile transmission is deemed to have been given on the date on which the facsimile transmission report of the machine from which it was sent, shows that it was successfully transmitted in its entirety.

- (b) A notice or document sent by prepaid post will be deemed to have been served on the addressee five (5) Business Days after the date of posting.

15. GENERAL PROVISIONS

15.1 EXCLUSION OF WARRANTIES

The Lessee acknowledges having inspected the Leased Premises and that in entering into this Lease the Lessee has not relied on any statement, representation or warranty (other than those implied by or deemed to have been given by law and which cannot be contracted out of) by or on behalf of the Lessor or the Minister whether express or implied, other than the statements representations and warranties expressly set out in this Lease.

15.2 SUITABILITY AND SAFETY OF LEASED PREMISES

- (a) The Lessor or the Minister does not represent or warrant:
 - (i) that the Leased Premises are suitable to be used for the Permitted Use; and
 - (ii) that any Improvements on the Leased Premises at the Commencement Date are suitable to be used for the Permitted Use.
- (b) The Lessee acknowledges having satisfied itself that the Leased Premises are suitable to be used for the Permitted Use.
- (c) The Lessee acknowledges that the Leased Premises are in a remote location of Western Australia and will take all reasonable care and put in place appropriate safety protocols or processes for itself and Lessee's Agent entering onto the Leased Premises.
- (d) The Lessee must take all measures that it is reasonably able to, to ensure that the Leased Premises remain safe and free from hazards (to the extent possible in carrying out the Permitted Use) to the Lessee and all persons entering the Leased Premises and if it is not reasonably practicable to keep the Leased Premises free of hazards in carrying out the Permitted Use, the Lessee will take all reasonable measures to warn persons of the hazard.

15.3 CONTAMINATION, POLLUTION OR ENVIRONMENTAL HARM

- (a) The Lessor makes no representation or warranty concerning the existence or non-existence of Contamination, Pollution or Environmental Harm in relation to the Leased Premises.
- (b) The Lessee relies on its own investigations concerning the existence or non-existence of Contamination, Pollution or Environmental Harm in relation to the Leased Premises.

15.4 HOLDING OVER

- (a) If the Lessee continues to occupy the Leased Premises after the end of the Term with the consent of the Lessor, the Lessee will do so as a tenant from month to month at a monthly rental, being one-twelfth of the Rent payable immediately before the end of the Lease or as otherwise notified in writing by the Lessor to the Lessee.
- (b) When continuing as a tenant from month to month in terms of subclause (a), the terms of this Lease will apply to the tenancy as far as they may be applicable.
- (c) Either the Lessor or the Lessee may end the tenancy from month to month created by subclause (a) by one month's notification to the other, expiring at any time.

15.5 WAIVER

- (a) Failure to exercise or delay in exercising any right, power or privilege in this Lease by the Lessor or the Minister does not operate as a waiver of that right, power or privilege.
- (b) A single or partial exercise of any right, power or privilege does not preclude:
 - (i) any other or further exercise of that right, power or privilege; or
 - (ii) the exercise of any other right, power or privilege.

15.6 SEVERABILITY OF PROVISIONS

If a court decides that any part of this Lease is void, voidable, illegal or unenforceable or this Lease would be void, voidable or unenforceable unless a part is severed from this Lease, then that part is severed from this Lease and does not affect the continued operation of the rest of this Lease.

15.7 APPLICABLE LAW

- (a) This Lease shall be construed and interpreted in accordance with the laws in force in the State of Western Australia.
- (b) The parties submit to the non-exclusive jurisdiction of the courts of Western Australia.

15.8 VARIATION

A variation of any provision of this Lease must be in writing and signed by the parties.

15.9 ACCRUED RIGHTS

The termination of this Lease (including without limitation, by way of forfeiture) does not affect the accrued rights or remedies of the parties in relation to a breach of this Lease before the termination of the Lease.

15.10 TRUST PROVISION

The Lessee warrants that it does not enter into this Lease as trustee and covenants that it will not, without the prior written consent of the Lessor hold the Lessee's interest in this Lease on trust for any person or other entity.

16. GOODS AND SERVICES TAX

16.1 RENT EXCLUSIVE OF GST

The Rent and any other amounts payable by the Lessee to the Lessor, under this Lease, are exclusive of GST.

16.2 LESSEE TO PAY GST

The Lessee must pay additional to the Rent and any other amounts payable by the Lessee, any GST payable by the Lessor in respect of a Taxable Supply made under this Lease.

16.3 TAX INVOICE

Where GST is payable, the Lessor shall provide to the Lessee, a Tax Invoice in the format and form required as set out in the GST Law.

16.4 NOTIFICATION IS CONCLUSIVE

A written notification given to the Lessee by the Lessor of the amount of GST that the Lessor is liable to pay on a Taxable Supply made or to be made under this Lease is conclusive between the parties except in the case of an obvious error.

16.5 THE LESSEE MUST PAY GST AT SAME TIME

The Lessee must pay to the Lessor the amount of the GST that the Lessee is liable to pay under this Lease:

- (a) at the same time; and
- (b) in the same manner,

as the Lessee is obliged to pay for the Taxable Supply.

16.6 APPORTIONMENT OF GST

Where a Taxable Supply is not separately supplied to the Lessee, the liability of the Lessee for any amount for GST, in relation to that Taxable Supply, is determined on the same basis as the Lessee's proportion of that Taxable Supply is determined.

16.7 OTHER SUPPLIES

If there is a supply by any party, which is a Taxable Supply and is not covered by clause 16.2, then the consideration for the supply shall be increased by an amount calculated as:

A x R

where

A is the amount of the consideration for the supply apart from clause 16.2; and

R is the rate of GST applicable to the supply.

SCHEDULE 1

ITEM	TERM	DEFINITION
1.	Rent	\$500.00 a year, until varied in accordance with clause 3.2 of this Lease.
2.	Rent Review Dates:	The Rent is to be reviewed every 5 years during the Term and the Further Term with the first Rent Review Date being the date of the fifth anniversary of the Commencement Date and subsequent Rent Review Dates being the same day and month as that review date occurring at five yearly intervals.
3.	Permitted Use:	Radio-astronomy projects and ancillary works and activities, including radio science studies, associated with the following: (i) the ASKAP Project; (ii) the MWA Project; (iii) the PAPER Project; (iv) the CoRE; (v) the PrepSKA; and (vi) other Radio-astronomy and ancillary works and activities as determined by the Lessee in consultation with ASCC from time to time, and including the construction of a radio-astronomy observatory, the installation or construction of the Improvements permitted under the terms of this Lease that relate to the Projects or are ancillary activities to the Projects. For the avoidance of doubt, the SKA Project is not a Permitted Use.
4.	Address for payment of Rent	State Land Services DPI 1 Midland Square MIDLAND WA 6056 Attention: Manager, Accounting Services
5.	Address for Service of Notices on lessee	CSIRO Property Services Limestone Avenue CAMPBELL ACT 2601 Attention: General Manager Fax: (02) 6276 6029
6.	Address for service of notices on Lessor or Minister	State Land Services DPI 1 Midland Square MIDLAND WA 6056 Attention: Manager, Midwest

Telephone: (08) 9347 5100
Fax: (08) 9347 5003

7. Insurance \$20,000,000.00

8. Further Term 20 years commencing on [].

SCHEDULE 2

Description of Projects

1. ASKAP Project

The ASKAP Project aims to develop a next-generation radio telescope.

The ASKAP will include an array of up to 36 parabolic dishes, mounted on concrete footings and distributed over the Leased Premises. Each antenna will be approximately 12 metres in diameter and able to sweep out an approximate area of diameter 17 metres.

2. CoRE

The CoRE experiment aims to measure the sky spectrum with a novel, purpose-built log-spiral antenna.

The CoRE antenna is a single antenna built on wooden legs. The CoRE antenna will be stored in one of the buildings on the Leased Premises and when being used it will be moved from storage and placed onto the relevant area of the Leased Premises and then re-stored at the conclusion of the experiment.

3. MWA Project

The MWA will be a radio interferometric telescope.

The MWA will consist of up to 512 'tiles', distributed over an area of approximately 2 km diameter. Each 'tile' consists of 16 radio antennas clipped to a square of steel mesh, approximately 3 m x 3 m in size. The steel mesh lies on the surface of the ground, without any need for anchors that penetrate the surface of the ground.

The tiles are connected to radio receivers. Sixty four of these receivers will be deployed for the MWA. The receivers will be housed in boxes approximately 1 x 0.6 x 0.6 m in height/width/length which will sit on concrete blocks in the field. The 64 receivers send data back to a central processing facility via cables.

4. PAPER Project

The PAPER project has antenna elements based on a 'sleeved dipole' which are mounted above wire mesh ground planes with PVC legs. The antennas will be moved into place via a cart and secured into the earth via stakes or cement blocks. A centrally located equipment hut, with associated generator and fuel tank, will house the relevant electronics. Radio-frequency and power connection of the antennas will be done via coaxial cable laid overground without trenching.

5. PrepSKA

PrepSKA is a project to conduct various preparatory studies for the SKA Project. It is an international collaboration. PrepSKA is a preparatory study that aims to address a number of issues surrounding the development of the SKA, including: the design for, and cost of, the SKA; where the SKA will be located. PrepSKA will integrate research and development work from around the globe in order to develop an implementation plan for SKA that will form the basis of funding proposals.

Activities that will be required to be conducted on the Leased Premises as part of PrepSKA may include:

- (a) placing items of SKA-related equipment on site for environmental conditioning experiments;
- (b) placing a small-scale SKA technology demonstrator experiment;
- (c) undertaking site surveys to determine the suitability of the Leased Premises for the SKA, including surveying and geotechnical studies, heritage survey work, radio-frequency monitoring work, and ionospheric and tropospheric monitoring; and
- (d) visits to the Leased Premises by personnel associated with the PrepSKA studies.

SCHEDULE 3

Description of SKA Project

The SKA is a large scale next-generation radio telescope, the concept for which is being developed by a cohort of international scientists and engineers. The SKA design is likely to incorporate a large number of dishes and array stations spread over a large area and capable of acting as a single telescope. It is expected to be 50 to 100 times more sensitive than current radio telescopes and assist scientists to understand some of the greatest mysteries of the physical universe.

ATTESTATION SHEET

Executed by the parties as a Deed on the _____ day of _____ in the year _____

LESSOR/LESSORS SIGN HERE (NOTE 9)

Signed	Signed
In the presence of	In the presence of
[Insert execution clause for Minister for Lands]	

LESSEE/LESSEES SIGN HERE (NOTE 9)

Signed	Signed
In the presence of	In the presence of
[Insert execution clause for CSIRO]	

INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet Form B1 should be used with appropriate headings. The boxed sections should only contain the words "See Annexure".
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the person signing this document and their witnesses.
4. Duplicates are not issued for Crown Land Titles.

NOTES

1. DESCRIPTION OF LAND

Lot and Diagram/Plan number or Location name and number to be stated.
 Extent – Whole, part or balance of the land comprised in the Certificate of Crown Land Title to be stated.
 The Certificate of Crown Land Title Volume and Folio number to be stated.

2. LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS

In this panel show (subject to the next paragraph) those limitations, interests, encumbrances and notifications affecting the land being leased that are recorded on the crown land title:
 a) In the Second Schedule;
 b) If no Second Schedule, that are encumbrances.
 (Unless to be removed by action or document before registration hereof)

Do not show any:

- (a) Easement Benefits or Restrictive/Covenant Benefits; or
- (b) Subsidiary interests or changes affecting a limitation, etc, that is to be entered in the panel (eg, if a mortgage is shown, do not show any partial discharges or any document affecting either).

The documents shown are to be identified by nature and number. The plan/diagram encumbrances shown are to be identified by nature and relevant plan/diagram.
 If none show "nil".

3. LESSOR

State full name and address of Lessor/Lessors and the address/addresses to which future notices can be sent.

4. LESSEE

State full name of Lessee/Lessees and the address/addresses to which future notices can be sent. If two or more state tenancy eg. Joint Tenants, Tenants in Common. If Tenants in Common specify shares.

5. TERM OF LEASE

Term to be stated in years, months and days.
 Commencement date to be stated. Options to renew to be shown.

6. RECITE ANY EASEMENTS TO BE CREATED

Here set forth Easements to be created as appurtenant to the lease commencing with the words "together with" and/or any Reservations hereby created encumbering the lease commencing with the words "reserving to".

7. State amount of yearly rental in words.

8. State term of payment.

9. EXECUTION

A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of witnesses must be stated.

EXAMINED

Office Use Only

LEASE OF CROWN LAND (L)

LODGED BY

ADDRESS

PHONE No.

FAX No.

REFERENCE No.

ISSUING BOX No.

PREPARED BY

ADDRESS

PHONE No.

FAX No.

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. _____ Received Items
2. _____ Nos.
3. _____
4. _____ Receiving Clerk
5. _____
6. _____

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.