

# Schedule 3 – Heritage Protection Protocol

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## 1. Definitions and Interpretation

### 1.1 Definitions

In this Schedule, the following words have the following meanings:

**Aboriginal Liaison Officer** means an Aboriginal Liaison Officer employed by YMAC. For the avoidance of doubt this person is not the ALO appointed pursuant to the MRO ILUA.

**Aboriginal Site** means land or waters which are of cultural, social, or spiritual significance to Aboriginal persons traditionally responsible for that land or those waters, and includes:

- (a) any 'Aboriginal Site' as defined in the *Aboriginal Heritage Act 1972 (WA)*; or
- (b) any 'Significant Aboriginal Area' or 'Significant Aboriginal Object' as defined in the *Aboriginal and Torres Strait Islanders Heritage Protection Act 1984 (Commonwealth)*; or
- (c) any 'site of particular significance' within the meaning of section 237(b) of the NTA,

whether recorded or not.

**ACMC** means the Aboriginal Cultural Material Committee referred to in the *Heritage Act*.

**Calendar Quarter** means a period of three (3) months commencing on 1 January, 1 April, 1 July or 1 October in any year.

**Claimant's Representative** means the member of the WY Claim Group appointed pursuant to item 13(d)(i).

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

**Current Work Program** means any Development Activity described in a Heritage Notice that CSIRO identifies as Development Activity it has planned and intends to conduct.

**Development Activity** means any physical work conducted or proposed to be conducted within the MRO.

**Heritage Act** means the *Aboriginal Heritage Act 1972 (WA)*.

**Heritage Consultant** means a suitably qualified member of the Australian Anthropological Society engaged pursuant to this Schedule to carry out one or more Heritage Surveys.

**Heritage Information** means information provided by the WY Claim Group during the course of or in relation to a Heritage Survey including that information contained in any report.

**Heritage Manager** means the person employed as Heritage Manager by YMAC or any person acting in that position.

**Heritage Notice** means a notice issued to YMAC by CSIRO pursuant to item 6, substantially in the form of Addendum 1.

**Heritage Officer** means a suitably qualified member of the Australian Anthropological Society employed by YMAC to carry out Heritage Surveys under the supervision of the Heritage Manager.

**Heritage Survey** means a survey conducted pursuant to this Schedule.

**Low Impact Activity** means:

- (a) non-ground disturbing activity; and
- (b) minor ground-disturbing activity using only hand-held tools,

and includes aerial surveys, geological mapping, metal detecting, non-ground disturbing geophysical surveys including electrical and magnetic surveys, rock chip sampling, hand specimen sampling and soil and drainage sampling, and incidental activities.

**Map** means a map of the area the subject of the proposed Heritage Survey, on the scale of 1:250,000 or greater depicting relevant cadastral and topographic features.

**MRO ILUA** means the agreement of which this Schedule forms part.

**Schedule** means this schedule, including any Addenda to this schedule.

**Survey Report** means a report arising out of a Heritage Survey as set out in item 10 and Addendum 3 to this Schedule.

**Traditional Owners** means those members of the WY Claim Group who have authority to speak for the land and waters the subject of Heritage Survey.

## 1.2 Terms defined in the MRO ILUA

Unless the context otherwise requires, terms which are defined in the MRO ILUA have the same meaning when used in this Schedule.

## 1.3 Interpretation

The following rules apply in interpreting this Schedule unless the context makes it clear that a rule is not intended to apply:

- (a) a reference to an item or addendum is a reference to an item or addendum of this Schedule; and
- (b) for the avoidance of doubt this Schedule shall be interpreted in accordance with clause 1.2 of the MRO ILUA..

## 2. Time

- (a) YMAC and CSIRO must co-operate to complete the processes contemplated by this Schedule expeditiously.
- (b) CSIRO acknowledges that members of the WY Claim Group may have cultural obligations which will necessitate a reasonable extension of some of the time frames specified in this Schedule, to take account of those traditional responsibilities.

## 3. Authority of YMAC under this Schedule

- (a) YMAC warrants that it has been authorised by the WY Claim Group and the Traditional Owners to act as their agent for the purposes of undertaking and performing the obligations imposed by this Schedule.
- (b) This Schedule and a Heritage Survey completed in accordance with the terms of this Schedule shall be binding on the WY Claimants acting in that capacity pursuant to section 62A of the NTA.

## 4. Exchange of Information

YMAC, the WY Claimants and CSIRO acknowledge the importance of a regular flow of information between CSIRO and the WY Claim Group, to ensure that people within the WY Claim Group are kept informed, to avoid misunderstandings and to enable informed decisions to be made. In accordance with this objective:

- (a) CSIRO will use its best endeavours to provide YMAC each year with an outline of the nature, location and timing of Development Activities in the MRO (including, where practicable, Low Impact Activities) proposed for that year, prior to conducting those Development Activities.
- (b) CSIRO will provide reasonable notice to YMAC of any significant change to the scope of the Development Activities notified under item 4(a).
- (c) if requested by YMAC, CSIRO will provide an outline of the nature, location and timing of Development Activities to be undertaken in the MRO, to the extent that such information is known to CSIRO.
- (d) where, as a result of receiving the above information, the WY Claim Group becomes aware of any particular cultural heritage concern arising from a proposal to conduct the relevant Development Activity, the WY Claim Group will use their reasonable endeavours to raise those concerns with CSIRO if practicable.

## 5. Circumstances when no Heritage Survey required

- (a) CSIRO may carry out Low Impact Activity in the MRO without conducting a Heritage Survey on any area that is not recorded as a Protected Area under the *Heritage Act*, provided the requirements of item 4 are complied with.
- (b) CSIRO may also carry out a Development Activity in the MRO without conducting a Heritage Survey despite item 6 where:
  - (i) after consultation, YMAC and CSIRO so agree;
  - (ii) the WY Claim Group waives all or part of their rights under this Schedule; or
  - (iii) in the circumstances described in item 6(b)(ii). This means that once a Heritage Survey has been conducted, the area/Development Activity the subject of the Heritage Survey does not need to be the subject of another Heritage Survey (unless YMAC, the WY Claim Group and CSIRO agree otherwise).
- (c) Nothing in this Schedule purports to authorise any act or omission that would be in breach of the *Heritage Act*.

## 6. The Heritage Notice

- (a) Except where excluded by item 6(b), if CSIRO intends to undertake any Development Activity in the MRO, it must issue a Heritage Notice to YMAC. The purpose of a Heritage Notice is to determine whether a Heritage Survey is required and if so, what kind.
- (b) Item 6(a) does not apply to any Development Activity which is:
  - (i) a Development Activity to which item 5 applies;
  - (ii) a Development Activity:
    - (A) that has been the subject of a previous Heritage Notice; and

- (B) to which the provisions of this Schedule have already been applied; or
- (iii) a Development Activity where:
  - (A) the proposed Development Activity; or
  - (B) the area on which the Development Activity is proposed to be conducted,
 

has been the subject of a separate heritage agreement or a previous heritage survey entered into or conducted (as the case may be), by CSIRO or the State's Department of Industry and Resources with or on behalf of the WY Claim Group or the WY Claimants prior to the Commencement Date and not under this Schedule.
- (c) For the avoidance of doubt the reference to a separate heritage agreement in item 6(b)(iii) includes, but is not limited to:
  - (i) the heritage agreement entered into between the State's Department of Industry and Resources and YMAC (as authorised representative of the WY Claimants) in May 2007 (under cover letter from YMAC dated 23 May 2007) for the purpose of conducting a heritage survey over an area of the MRO described in Schedules 2 and 3 of that heritage agreement. The heritage survey the subject of that heritage agreement was conducted between 21 May 2007 and 26 May 2007; and
  - (ii) the heritage agreement entered into between CSIRO and Danconsult (as agent for the WY Claim Group and the WY Claimants) on 19 January 2009 for the purpose of conducting a heritage survey over an area of the MRO described in Schedule 1 of that heritage agreement. The heritage survey the subject of that heritage agreement was conducted between 18 January 2009 and 20 January 2009.

## 7. Considering the Heritage Notice

- (a) Where CSIRO submits a Heritage Notice, YMAC and CSIRO will consult with each other to determine whether a Heritage Survey is required, in which consultation the following binding rules and non-binding presumptions will apply:
  - (i) where no previous heritage survey (whether under this Schedule or otherwise) has been undertaken in relation to the MRO, a Heritage Survey is required unless otherwise agreed;
  - (ii) where a previous Heritage Survey (conducted under this Schedule) has occurred within the MRO, but has not covered the proposed Development Activity the subject of the Heritage Notice, or the area on which the Development Activity is proposed to be conducted, a Heritage Survey is required, unless otherwise agreed;
  - (iii) where this Schedule does not deal with the particular circumstance, there is a presumption that a Heritage Survey is required.
- (b) If YMAC and CSIRO cannot reach agreement about whether a Heritage Survey is required under item 7(a), either YMAC or CSIRO may invoke the dispute resolution provisions of clause 26 of the MRO ILUA.
- (c) Subject to the presumptions and rules in item 7(a), in determining whether a Heritage Survey is required, YMAC and CSIRO will have regard to the following factors:
  - (i) the nature of the Development Activity outlined in the Heritage Notice and any anticipated development identified;

- (ii) whether there has been any previous Heritage Survey or other ethnographic heritage survey and the age, methodology, participants, standard and results of that survey;
  - (iii) the extent to which the land has been affected by previous ground disturbing activities;
  - (iv) whether the register maintained by the Department of Indigenous Affairs discloses any Aboriginal Sites on the relevant land;
  - (v) any relevant matter relating to the WY Claim Group's practices, laws and customs; and
  - (vi) any other relevant factor raised by any of the parties.
- (d) YMAC or CSIRO may request additional information from the other at any time to enable discussion and proper consideration of the Heritage Notice.

## 8. Survey Methodology

- (a) If it is determined by YMAC and CSIRO that a Heritage Survey is required, then the methodology to be adopted and the report delivered will be in accordance with this item.
- (b) Subject only to item 8(c), the WY Claim Group are not obliged or required to provide culturally sensitive information to CSIRO.
- (c) The information provided by the WY Claim Group and recorded in a Survey Report will be determined as follows:
  - (i) where CSIRO provides details in its Heritage Notice only of a particular Development Activity to be undertaken pursuant to its Current Work Program, the Survey Report will clearly indicate (using maps and co-ordinates) that part of the Development Activity that is cleared or not cleared. Should the proposed activities change then a new Heritage Notice must be issued;
  - (ii) where CSIRO provides details in its Heritage Notice of a range of possible Development Activities in an area (including activities outside its Current Work Program), the Survey Report will clearly indicate (using maps and co-ordinates) any parts of that area to be avoided because they contain Aboriginal Sites;
  - (iii) where any of the following applies:
    - (A) a survey has been conducted and a Survey Report completed pursuant to items 8(c)(i) or 8(c)(ii) above;
    - (B) an ethnographic survey in relation to the relevant area which the WY Claim Group accepts as valid has been completed; or
    - (C) CSIRO has conducted or proposes in a Current Work Program in a Heritage Notice drilling involving the construction of drill pads;

and CSIRO provides details in its Heritage Notice of possible future developments (including developments outside that which is permitted under the MRO ILUA), the Survey Report will give a clear indication of the ethnographic landscape, such that CSIRO can understand the heritage situation in order to facilitate development. This will include a description (using maps and co-ordinates) of:

    - (D) the location and nature of any Aboriginal Sites which, in the view of the WY Claim Group, are of sufficient significance that they may need to be

considered in planning the possible future developments described in the Heritage Notice; but

- (E) for the avoidance of doubt, the Survey Report need not include information to the level of detail sufficient to enable the Minister to determine a section 18 notice for permission to disturb or destroy an Aboriginal Site under the *Heritage Act*.

## 9. The Heritage Survey

- (a) The survey team, to be appointed by YMAC, shall consist of:
  - (i) the Heritage Officer or a Heritage Consultant;
  - (ii) such Traditional Owners as the Heritage Manager advises, in accordance with Addendum 2, are necessary to examine and assist in the survey; and
  - (iii) an Aboriginal Liaison Officer, if required.
- (b) CSIRO will send a nominee(s) with appropriate qualifications and authority on the survey to assist the persons conducting the survey with information and direction where required.
- (c) Prior to commencement of the survey YMAC shall submit an estimate of the costs to CSIRO for its approval.
- (d) CSIRO shall pay the costs and expenses of the Heritage Survey set at the rates set out in Addendum 2 to this Schedule.
- (e) CSIRO agrees to pay in advance of the commencement of the survey the following components of the approved estimated costs:
  - (i) 50% of the estimated administration fee; and
  - (ii) any disbursements that are to be paid by YMAC prior to the fieldwork component of the survey being completed.

If the survey is cancelled by CSIRO before it is completed, the portion of the administration fee already advanced and any disbursements already paid and not recovered will be forfeited, and the balance refunded to CSIRO.

- (f) The balance of the survey costs will be paid within 21 days after the Survey Report is delivered. The tax invoice of the survey costs must reconcile the costs advanced with the costs incurred.
- (g) If CSIRO has, on reasonable grounds (which will not include the mere fact that the person is employed by YMAC), concerns about the person to be appointed pursuant to item 9(a)(i), it may request the Heritage Manager to consider another person selected from the YMAC panel of independent consultants to conduct the survey. If after meeting to discuss the issue, CSIRO and the Heritage Manager do not agree as to who should conduct the survey, then either the WY Claimants or CSIRO may refer the matter to the President of the National Native Title Tribunal (or a member of the National Native Title Tribunal who is agreed to by the parties) who will choose a person to conduct the survey, from the persons nominated.

## 10. Survey Report

- (a) The Heritage Consultant will provide YMAC and CSIRO with:

- (i) preliminary advice recording the results of the Heritage Survey as soon as reasonably practicable;
  - (ii) a draft Survey Report as soon as reasonably practicable to enable them to comment on it; and
  - (iii) a final Survey Report as soon as reasonably practicable after the WY Claim Group has had an opportunity to consider the draft Survey Report, through its usual decision making structure.
- (b) In accordance with item 8 the Survey Report will record sufficient information to enable CSIRO to plan and (subject to the law and this Schedule) undertake the things that are the subject of the Heritage Notice.
  - (c) Unless otherwise agreed the Survey Report will substantially be in the form of Addendum 3.
  - (d) The Survey Report (in a form that can be relied upon by CSIRO) must be provided to CSIRO within such time frames as YMAC and CSIRO have agreed at the time of receipt of the preliminary report under sub-item 10(i).
  - (e) Delay caused by any of the following matters will be excluded from the time frames referred to in item 10(d):
    - (i) circumstances beyond the control of YMAC and the WY Claim Group;
    - (ii) the cultural responsibilities (such as law business or funerals) of the WY Claim Group;
    - (iii) the parties' bona fide compliance with dispute resolution processes in the MRO ILUA;
    - (iv) consultations undertaken by the parties in compliance with item 7; and
    - (v) the acts or omissions of CSIRO.
  - (f) A party asserting the existence of a delay preventing compliance with item 10(d) must advise the other party of that delay and take reasonable steps to mitigate the delay.
  - (g) For the avoidance of doubt, if the Survey Report is not delivered as required by this item, CSIRO will be released from its obligations under this Schedule in relation to the matters the subject of the relevant Heritage Notice.

## 11. Heritage Information

- (a) Heritage Information remains the intellectual property of the WY Claim Group.
- (b) Except as provided in item 12 of this Schedule, no Heritage Information shall be recorded or released to any person or entity whatsoever at any time.
- (c) In the course of the Heritage Survey being conducted the Heritage Officer may obtain or cause to be obtained, information in relation to the WY Claim that is not related to the purpose of the Heritage Survey. Such information is separate from the Heritage Survey and is confidential to the WY Claim Group.
- (d) CSIRO will not use any information from the WY Claim Group of which it becomes aware as a result of the conduct of the Heritage Survey in the WY Claim proceedings brought by the WY Claim Group.

## 12. Confidentiality

- (a) Heritage Information may be disclosed:
  - (i) to any person if the WY Claim Group provide express prior written consent;
  - (ii) to a consultant, employee, advisor, contractor or representative of the disclosing party if such person first agrees to be bound by this item;
  - (iii) to a Heritage Provider;
  - (iv) to any competent person, body or authority;
  - (v) if the disclosure is required to enable the disclosing party to properly exercise its rights or obligations under the MRO ILUA, this Schedule or under any law;
  - (vi) if the disclosure is required to enable the disclosing party to obtain legal advice or for use in legal proceedings;
  - (vii) if the disclosure is required by the rules of any stock exchange or by law;
  - (viii) the disclosure is by the disclosing party in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia or the State of Western Australia or to a responsible Minister; or
  - (ix) to the extent that the information is already in, or comes into, the public domain otherwise than by breach of item 11 or 12;
- (b) For the purposes of item 12(a) 'competent' means a person, body or authority, capable of receiving objections, or hearing objections, or making decisions or determinations, or giving any consent, authorisation, permit or licence, or accepting documents for lodgement or any other such function under or in accordance with any native title law or other law.
- (c) Termination of the MRO ILUA or its removal from the ILUA Register by the Native Title Registrar in accordance with section 199C of the NTA does not affect the operation of items 11(b) and 12 of this Schedule.
- (d) For the avoidance of doubt, the execution of an aboriginal heritage protection agreement in accordance with clause 22.2(c) of the MRO ILUA does not affect the operation of items 11(b) and 12 of this Schedule.

## 13. Section 18 Applications

- (a) In the event that CSIRO proposes to give notice under section 18 of the *Heritage Act* over any area within the MRO, CSIRO will first give sixty (60) days written notice to YMAC and the WY Claim Group and CSIRO and the WY Claim Group (or its representatives) will negotiate in good faith with a view to having the matter resolved by agreement within the sixty (60) day period or such other period that CSIRO and the WY Claim Group agree.
- (b) In their negotiations CSIRO and the WY Claim Group will discuss the following options in the following order of preference, and CSIRO will, in any event, take account of the order of preference in its decision whether to seek consent or otherwise, and the terms of any such application, that is to say:
  - (i) avoidance/preservation in situ;
  - (ii) salvage/relocation;
  - (iii) minimum possible disturbance;



- (iv) unavoidable total disturbance.
- (c) CSIRO will bear the reasonable costs of the negotiations.
- (d) If a section 18 notice results in the Minister consenting to the use of the land the subject of the notice, then in addition to any conditions imposed by the Minister, CSIRO must:
  - (i) invite the WY Claim Group to have one representative (**Claimant's Representative**) to be onsite at all times during the Activity to oversee such Activity; and
  - (ii) compensate the WY Claim Group in the sum of \$500 per day for each day that the Claimant's Representative is onsite assisting with the above monitoring, plus travel time, meals and accommodation of the same standard as CSIRO's onsite representatives. CSIRO shall have no payment obligation under this clause if the Claimant's Representative is an existing CSIRO employee or contractor.
- (e) At the end of the negotiation period under item 13(a), unless otherwise agreed, CSIRO shall be free to continue with its section 18 notice.
- (f) Clauses 25 (Default) and 26 (Dispute Resolution) of the MRO ILUA do not apply to this item 13.

# Schedule 3 - Addendum 1

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## Heritage Notice

In accordance with item 6 of the Schedule, the purpose of the information provided in and with the Heritage Notice is to determine whether a Heritage Survey is required and if so, its nature and extent. In order to facilitate this objective, a Heritage Notice must at least contain the following:

1. A statement by CSIRO as to whether it considers that a Heritage Survey is necessary.
2. The form of methodology referred to in item 8 which CSIRO nominates in the event that a Heritage Survey is undertaken.
3. Topographic maps of a reasonable scale showing the area to be surveyed.
4. Aerial photographs (if available) or smaller scale maps.
5. All known vehicular access routes to the MRO.
6. Details of any Current Work Program, and the area and level of potential Development Activity/development in the MRO.
7. The techniques and types of infrastructure, items of equipment and vehicles to be used in relation to the Development Activity.
8. The approximate number of personnel who will be involved in the Development Activity.
9. Any water, biological or other materials or resources proposed to be obtained from the MRO in relation to the proposed Development Activity.

A Heritage Notice may also set out:

10. Whether there has been any previous Heritage Survey or other heritage survey and, subject to any confidentiality restrictions, the age, methodology, participants, standard and results of that survey.
11. The extent to which the land has been affected by previous ground disturbing activities.
12. Whether the register maintained by the Department of Indigenous Affairs discloses any Aboriginal Sites on the land.
13. Any additional information which explains what sort of survey outcome is being sought and any other background material which will better help the WY Claim Group to understand the potential impacts of what is proposed.

# Schedule 3 - Addendum 2

## Costs for the Conduct of a Heritage Survey

This Addendum is agreed pursuant to the MRO ILUA.

	Item	Rate	GST	Description
1.	<b>Ethnographic Assessment</b>			
(a)	Land Access Manager	\$250.00	Plus GST	per survey *
(b)	Heritage Officer or Anthropologist (YMAC)	\$920.00	+GST	per person per day or pro rata for part thereof
(c)	External Consultant Anthropologist	At Cost	+GST	per person per day
(d)	DIA Register of Aboriginal Sites Search	\$200	+GST	per person per day or pro rata for part thereof
(e)	Aboriginal Liaison Officer (YMAC ALO) (if required)	\$500.00	+GST	per person per day
2.	<b>Archaeological Assessment</b> (if necessary and agreed)			
(a)	Archaeologist (Archaeological Team) external contractors	At Cost		
(b)	Fieldwork and reporting	At Cost		
3.	<b>Aboriginal Consultants (Traditional Owners – item 9(a)(ii))</b>			
(a)	Aboriginal Consultants 4-6 unless otherwise agreed	\$500.00 (indexed to CPI**)	+GST	per person per day
4.	<b>Field Expenses</b>			
(a)	Heritage Officer or Anthropologist accommodation/meals	\$150.0 At cost	+GST	
(b)	Archaeologist or Archaeological Team accommodation/meals	At cost	+GST	
(c)	Aboriginal Consultants accommodation/meals	At cost	+GST	
5.	<b>Travel Expenses</b>			
(a)	YMAC vehicle mileage (km)	\$0.70	+GST	per km
(b)	Hire Vehicle (if survey vehicle is hired)	commercial rates, plus fuel		

	<b>Item</b>	<b>Rate</b>	<b>GST</b>	<b>Description</b>
(c)	Aboriginal Consultants travel expenses (if required)	\$0.70 if using a 4WD or \$0.55 if using a 2WD	+GST	per km
(d)	Airfares	At cost		
(e)	Taxi travel (to and from airports or meetings)	At cost		
6.	<b>Incidental Expenses</b>			
(a)	Film, maps, report production and expendables	At cost. Nominal estimate \$200-\$400	+GST	
(b)	Standard Agreement	\$200.00	Plus GST	
(c)	Drafting of Agreement	\$150.00	Plus GST	Per hour
7.	<b>Administration Fee</b>			
(a)	Administration Fee (% of total expenditure)	20%	+GST	
(b)	Disbursements	At cost		

Schedule of Fees may be subject to change if parties agree

\* Additional costs may be charged at a rate of \$138.00 per hour should the survey require the attention of the Land Access Manager.

\*\* The Aboriginal Consultant's fee will be adjusted for CPI increases on 1 January each year by multiplying it by:

$$\left[ 1 + \left( \frac{CPI_n - CPI_{4Q2008}}{CPI_{4Q2008}} \right) \right]$$

Where:

- $CPI_n$  is the CPI for the Quarter ending 31 December in the year before each anniversary of 1 January 2009 in respect of which the revised amount is being determined; and
- $CPI_{4Q2008}$  is the CPI for the Quarter ending 31 December 2008.

# Schedule 3 - Addendum 3

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## Contents of Survey Report

The Survey Report will contain the following:

### 1. Copyright/Confidentiality

A statement to the effect that the Survey Report may only be copied in accordance with the MRO ILUA and subject to any other restriction agreed to by the WY Claimants and CSIRO from time to time.

### 2. Who conducted the Survey

- (a) Name and contact details of the Heritage Officer or Heritage Consultant
- (b) Names of Traditional Owners consulted
- (c) Confirmation that the Traditional Owners speak for the land and waters surveyed
- (d) Names of any other persons who participated in the survey

### 3. Survey Date

The date the fieldwork was conducted

### 4. Survey Methodology

A description of the survey methodology that was adopted (in accordance with item 9 of the Schedule).

### 5. Information in relation to the Area Surveyed

The information required by item 10 of the Schedule, including but not limited to:

- (a) The general location of the area within which the survey was undertaken (possibly by reference to the MRO boundaries, pastoral lease or a map);
- (b) Grid references of the area surveyed;
- (c) Results of search of the sites register at the Department of Indigenous Affairs (DIA) including the site number and name, if given and the reference number;
- (d) A description of the fieldwork undertaken;
- (e) Sufficient information to enable CSIRO to plan and (subject to the law and this Schedule) undertake the things that are the subject of the Heritage Notice including appropriate maps and co-ordinates; and
- (f) Any discussion and recommendations.

## 6. Survey database information

Details of information to be provided to DIA, which will include:

Information	Description of Content	Further comments
Title of Survey Report	Title of Survey Report containing information on survey.	
Project Name	Project name.	
CSIRO	Name(s) of CSIRO	
Consultant Organisation	Lead consultant or consultant group undertaking study.	This will be YMAC
Reporting Person(s)	Role in survey: <ul style="list-style-type: none"> <li>• Author(s)</li> <li>• Recorder (if not the same as author)</li> </ul> Name Group/Organisation they represent Contact Details	These will include the Heritage Officer and/or Anthropologist and Recorder (if not the same as author)
Survey Date	Date that survey commenced	
Report Date	Date of report	
Survey Area(s)	<ul style="list-style-type: none"> <li>• A text description of survey area.</li> <li>• Boundary to be defined by:               <ul style="list-style-type: none"> <li>○ coordinates; or</li> <li>○ cadastral identifier.</li> </ul> </li> </ul> The coordinates of survey boundaries, maps and capture of ground coordinates as described in Introductory Notes.	
Organisation that holds complete report	Organisation name.	This will be YMAC.
Aboriginal People Consulted (Traditional Owners)	Native Title Claim Group(s) represented	
Other Participants	Role in survey (eg CSIRO representative) Name Group/Organisation they represent Contact details	
Survey Type	<ul style="list-style-type: none"> <li>• Archaeological</li> <li>• Ethnographic</li> <li>• Both</li> </ul>	

Information	Description of Content	Further comments
Survey Methodology	Reference to relevant item in Schedule	
Archaeological Method	Description of archaeological method employed (e.g. sampling strategy); Transect; and/or purposive; and/or random or arbitrary; or none stated. Percentage coverage of survey area.	
Ethnographic Method	Provide an account of the consultation process (including all informants/ reporters, any potentially relevant people who were not consulted, and why)	This will be answered by setting out in short form the process by which YMAC takes instructions on heritage survey participants.
Contact for further information	Name of relevant Native Title Representative Body	This will be YMAC

Additional survey information to be provided to DIA in situations where WY Claimants decide to ‘opt in’ to disclose such information:

Survey conducted pursuant to item 8(c)(i) of this Schedule	
Information	Description of Content
Aboriginal Consultants (see item 9(a)(ii)) (For each area)	Group/organisation they represent.
Name of each area	Names of area(s) if applicable (e.g. drill hole xyz)
Area characteristics	<ul style="list-style-type: none"> <li>• A textual description of each area.</li> <li>• Boundaries to be defined by coordinates. <ul style="list-style-type: none"> <li>○ The coordinates of each area, maps and capture of ground coordinates as described in the End Notes</li> </ul> </li> </ul>
Cleared for activity? Conditions?	<ul style="list-style-type: none"> <li>• Development Activity (specify type(s) of Development Activity)</li> <li>• Development Activity(s) cleared? Y/N</li> <li>• Outline any conditions associated with the clearance (if applicable) and/or recommendations for heritage management.</li> </ul>

Survey conducted pursuant to item 8(c)(ii) of this Schedule	
Information	Description of Content
Aboriginal Consultants (see item 9(a)(ii)) (For each area)	Group/Organisation they represent.
Avoidance area(s)	Name of area(s) if applicable

Area characteristics	<ul style="list-style-type: none"> <li>• A textual description of each avoidance area.</li> <li>• Boundaries to be defined by coordinates. <ul style="list-style-type: none"> <li>○ The coordinates of survey boundaries, maps and capture of ground coordinates as described in the End Notes.</li> </ul> </li> </ul>
Conditions or recommendations?	Outline any conditions on the Development Activity proceeding and/or recommendations for heritage management.

<b>Survey conducted pursuant to item 8(c)(iii) of this Schedule</b>	
<b>Information</b>	<b>Description of Content</b>
Aboriginal Consultants (see item 9(a)(ii)) (For each site)	Group/Organisation they represent.
Site location and extent	Define location and extent of site with three or more listed coordinate points. The coordinates of site area, maps and capture of ground coordinates are to be as described in the End Notes.
Site information	<p>Provide a textual description of the site. DIA's preference is for sufficient information about the site to be provided to enable the Aboriginal Cultural Material Committee to perform its site evaluation function with reference to sections 5 and 39 of the <i>Heritage Act</i>.</p> <p>Optional hyperlink to DIA site registration form</p>
Conditions or recommendations?	Outline any conditions on the Development Activity proceeding and/or recommendations for heritage management.

**END NOTES:**

- All coordinates should be expressed in northings and eastings, in Map Grid of Australia (MGA) or Australian Map Grid (AMG) coordinate systems with MGA or AMG Zone details.
- Maps are to include relevant land cadastre, pastoral leases ("abc"), other relevant topography, map scale and north point.
- Ground coordinates should be recorded using GPS, DGPS or terrestrial survey.