

Schedule 4 - Access Protocol

Background

- A CSIRO is the lessee of the Crown Lease. The area of the Crown Lease is wholly occupied by the MRO which houses the Project. CSIRO has the rights and interests which are conferred by the Crown Lease and is entitled to exercise those rights and interests in accordance with the Crown Lease.
- B The WY Claim has been made over an area of land which includes the MRO and is a registered native title claim for the purposes of the NTA. CSIRO recognises the relationship of Aboriginal people including the WY Claim Group to their traditional land and waters is central to their well-being and to their continuing connection to the religious, emotional, spiritual and non-human world.
- C CSIRO and the WY Claim Group accept that this Access Protocol applies to the MRO and recognise the respective rights, interests and responsibilities that each party has in relation to the MRO.
- D CSIRO and the WY Claim Group have agreed to be bound by this Protocol in order to manage, to the extent set out in the Access Protocol, the exercise of their respective rights, interests and responsibilities in relation to the MRO, with a view to ongoing co-operation and good faith between CSIRO and the WY Claim Group.

NOW it is agreed as follows:

1. Definitions and Interpretation

1.1 Definitions

In this Schedule the following words have the following meanings:

Excluded Area means the areas of the MRO described in item 4(b).

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

MRO Manager means the person assigned to the role of MRO Manager by CSIRO. Where the MRO Manager is not on the MRO a reference to the MRO Manager shall include a reference to the person assigned the role of MRO Manager by the MRO Manager.

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 is a reference to an item 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. Area of this Access Protocol

This Access Protocol applies to the MRO.

3. WY Claim Group Access Rights

- (a) Subject to the provisions of this Access Protocol, and in particular items 5 and 6, the WY Claim Group may access those areas of the MRO which are not Excluded Areas.
- (b) The WY Claim Group will not be charged by CSIRO for accessing the MRO in accordance with this Access Protocol.

4. Excluded Areas

- (a) Subject to item 4(c), the WY Claim Group may not access Excluded Areas of the MRO at any time.
- (b) Excluded Areas of the MRO include:
 - (i) the MRO central compound comprising the control buildings, water tanks, power distribution facility and other buildings and being an area of approximately 6.5 hectares and bounded by a security fence;
 - (ii) any underground services or service conduits or other infrastructure (other than roads) associated with the Project;
 - (iii) within twenty (20) metres of any antenna or separate item of equipment the boundary to which is indicated by a fence or sign;
 - (iv) during the construction of the Project infrastructure, facilities and radio telescope arrays:
 - (A) the construction compound, being the temporary facilities for the purpose of accommodating staff and constructing the Project and being an area of approximately 0.3 hectares and bound by a security fence; and
 - (B) within twenty (20) metres of areas of construction as designated by signs; and
 - (v) any other areas of the MRO declared to be an Excluded Area by CSIRO pursuant to item 7.
- (c) CSIRO, through the MRO Manager, may grant access to Excluded Areas to individual members of the WY Claim Group on any such terms, conditions or restrictions as it sees fit, including that access is subject to:
 - (i) the supervision of CSIRO; and
 - (ii) the completion of any safety induction required by CSIRO.

5. Access Restrictions

The WY Claim Group agree that (without the prior approval of the MRO Manager) when accessing the MRO in accordance with item 3(a) they will:

- (a) limit the use of motor vehicles to existing roads or tracks within the MRO other than to access a camping location not serviced by any such road or track and then by the shortest agreed route from such road;

- (b) not use vehicles on the MRO if public roads in the area are closed or inaccessible due to wet weather conditions, except:
 - (i) in the case of emergency; or
 - (ii) if members of the WY Claim Group are on the MRO prior to the public roads in the area being closed or becoming inaccessible, and need to return to their homes
in which case the WY Claim Group will take all appropriate precautions to avoid damage to the roads and tracks within the MRO and other affected land.
- (c) not construct any new tracks upon the MRO;
- (d) comply with any and all radio-quietness requirements of the MRO;
- (e) when camping on the MRO:
 - (i) not camp within a radius of 100 m of any Excluded Area;
 - (ii) construct all campsites safely and to prevent damage to any Project infrastructure, buildings, radio telescope arrays, fences and other improvements upon the MRO; and
 - (iii) notify the MRO Manager of the location and duration of any camp when camping for a period of more than twenty four (24) hours;
- (f) not interfere with Project facilities including any infrastructure, buildings, radio telescope arrays, vehicles, fences, and any other improvements upon the MRO;
- (g) keep any dog or other animal brought with them strictly within the control of the relevant member of the WY Claim Group at all times;
- (h) not light fires except for the purpose of cooking or providing heat or light and will ensure that all sites where fires are to be lit are cleared prior to use and all fires are fully extinguished before leaving the site;
- (i) not leave any litter or rubbish on the MRO;
- (j) leave gates as they are found, that is open if they are found open and closed if they are found closed;
- (k) not use firearms on the MRO;
- (l) not enter the MRO with people who are not members of the WY Claim Group or immediate kin relations of members of the WY Claim Group, and not to purport to give any such people permission to enter the MRO;
- (m) not erect any dwellings or other permanent structures on the MRO;
- (n) use their best endeavours to ensure that pest animals and plants are excluded from the MRO, or if present not spread on the MRO; and
- (o) comply with any reasonable direction issued by the MRO Manager pursuant to item 6 and any further conditions upon access to the MRO declared by CSIRO pursuant to item 7.

6. Reasonable Directions of CSIRO

- (a) While on the MRO, members of the WY Claim Group will comply with all reasonable directions of the MRO Manager consistent with this Access Protocol and any other reasonable site management documents consistent with this Access Protocol in respect of the MRO that may be issued to the WY Claim Group from time to time.

- (b) The directions referred to in item 6(a) may be about matters including, but not limited to:
 - (i) temporary restrictions or conditions upon access to an area of the MRO;
 - (ii) camping (including location, duration and radio-quietness impact);
 - (iii) use (including closure) of roads and tracks on the MRO;
 - (iv) the lighting and extinguishment of fires;
 - (v) control of any dog or other animal brought onto the MRO;
 - (vi) bona fide safety or security reasons or concerns; and
 - (vii) conservation of soil, flora, fauna or other environmental matters (including but not limited to feral animal control).

7. Declaration of Excluded Areas or access restrictions

- (a) CSIRO may, in its management of the MRO and the Project, either temporarily or permanently declare an area of the MRO to be an Excluded Area or impose further conditions upon access to the MRO by members of the WY Claim Group.
- (b) CSIRO will only declare an area of the MRO to be an Excluded Area or impose further conditions upon access pursuant to item 7(a) in the following circumstances:
 - (i) for bona fide safety or security reasons or concerns;
 - (ii) for the uninterrupted development, operation or undertaking of the Project, or any part of it, by CSIRO, including for the purpose of preserving radio-quiet within the MRO; or
 - (iii) as required by or under any law.
- (c) Subject to item 7(d), before declaring an area of the MRO to be an Excluded Area or imposing further conditions upon access pursuant to item 7(a) CSIRO will first consult with the Liaison Committee.
- (d) CSIRO may declare an area of the MRO to be an Excluded Area or impose further conditions upon access without consulting the Liaison Committee in the case of:
 - (i) emergency;
 - (ii) bona fide safety or security reasons or concerns; or
 - (iii) reasonable directions issued by the MRO Manager pursuant to item 6.
- (e) CSIRO must notify the Liaison Committee as soon as reasonably practicable after declaring an area of the MRO to be an Excluded Area or imposing further conditions upon access pursuant to item 7(d). The notice must include the following information:
 - (i) the reason for declaring the Excluded Area or imposing further conditions upon access;
 - (ii) the boundary of the Excluded Area or the area to which the further conditions upon access apply; and
 - (iii) the length of time that the area will be an Excluded Area or subject to the further conditions upon access.

8. Dispute Resolution

- (a) If any dispute arises about any matter arising from this Access Protocol, CSIRO and the WY Claim Group will in good faith seek to resolve the dispute as quickly as possible, with a view to facilitating access to the MRO on reasonable terms.
- (b) Where possible, disputes should first attempt to be resolved at an individual level between the MRO Manager and the member of the WY Claim Group seeking access and with whom the dispute arose.
- (c) Until the dispute is resolved the WY Claim Group will comply with any direction of the MRO Manager and, if they wish, the dispute will later be referred to the Liaison Committee for their consideration and recommendation with a view to resolving the dispute as quickly as possible.
- (d) In the event that the Liaison Committee is unable to resolve the dispute to the satisfaction of all parties the dispute resolution procedure set out in clause 26 of the MRO ILUA will apply.