

SCHEDULE 3 - ABORIGINAL DEVELOPMENT PACKAGE

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1. Employment and Training

(a) Principles:

- (i) Aboriginal employment and training should be maximised;
- (ii) Aboriginal employment and training should enhance regional capacity for further development; and
- (iii) Aboriginal employment and training should contribute to sustainable improvements in the skills, economic participation and opportunities for MG People and other Aboriginal people in the region.

(b) Information requirements:

The Developing Party must develop and maintain an Aboriginal Employment Strategy containing:

- (i) details of the proposed nature and size of the construction and any operations workforces and the potential for employment of MG People and other Aboriginal people in the Project;
- (ii) base skill levels relating to positions that will be required during construction and any operation phase of the Project; and
- (iii) an indication of the opportunities that may be available for MG People and other Aboriginal people in respect of the following matters:
 - (A) design and planning of the Project;
 - (B) construction of the Project;
 - (C) any operational phase of the Project; and
 - (D) environment management of the Project

(c) Other requirements:

The Aboriginal Employment Strategy must also contain the following, having regard to the size and duration of the Project:

- (i) reasonable training opportunities (including traineeships and apprenticeships) for Registered MG People for:
 - (A) management roles; and
 - (B) skilled labour; and
 - (C) unskilled labour,associated with the Project, having regard to the training and experience of Registered MG People;
- (ii) reasonable targets for employment of Registered MG People:
 - (A) during construction of the Project; and
 - (B) during any operational phase of the Project,

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subject to there being Registered MG People who are appropriately skilled and available to meet such targets; and

- (iii) periodic reviews by the MG Corporation and the Developing Party of the outcomes of the Aboriginal Employment Strategy; and
- (iv) the consequences (if any) if the Developing Party does not achieve the employment targets, which may include payment of a training levy in lieu of the achievement of employment targets.

2. Tender opportunities for goods and services

(a) Principles:

- (i) Aboriginal people, community organisations, interests and enterprises where qualified are expected to participate in the provision of goods and services for the Project;
- (ii) existing labour market programs and other government policy mechanisms are to be used to maximise Aboriginal participation in the Project

(b) Requirements:

The Developing Party must:

- (i) notify the MG Corporation of opportunities for Registered MG Organisations to tender for the provision of goods and services to the Developing Party in relation to:
 - (A) the construction of the Project; and
 - (B) any operational phase of the Project; and
- (ii) provide reasonable assistance to Registered MG Organisations to tender for the provision of goods and services to the Developing Party in relation to the Project.

3. Consultation about design

(a) Application:

This paragraph 3 does not apply to the development of the M2 Development Area.

(b) Principle:

The design of the Project should be planned to minimise negative social and cultural impacts on the MG People.

(c) Requirement:

The Developing Party must consult with the MG Corporation about the design of the Project with a view to minimise any negative social and cultural impacts on MG People.

4. Consultation during construction

(a) Principle:

The Developing Party shall be required to liaise with the MG Corporation about any necessary consultation with MG People directly and significantly affected by the Project.

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(b) Requirements:

Prior to the commencement of construction of the Project, the Developing Party must engage in and take account of consultation with the MG Corporation in relation to MG People directly and significantly affected by the construction of the Project.

5. Protection of Aboriginal heritage

(a) Principle:

All persons involved with the construction of the Project should have an appropriate understanding of Aboriginal heritage issues.

(b) Requirement:

(i) The Developing Party shall, in consultation with the MG Corporation, develop and implement procedures to ensure that organisations and individuals engaged in the construction of the Project have a knowledge and understanding of Aboriginal heritage in the Project area for the purposes of preventing disturbance to Aboriginal sites within the area, including a knowledge of the requirements of the AHA

(ii) Without limiting paragraph 5(b)(i) above, a Developing Party in relation to the Ord West Bank Development Area shall ensure that there are procedures for dealing with the discovery of Aboriginal remains during the construction and any operation of the Project.

6. Equity in the project

(a) Application:

This paragraph 6 does not apply if the Developing Party is the State, LandCorp or an agent of the State.

(b) Principle:

It is desirable that the MG Corporation hold equity in the Project for and on behalf of the MG People.

(c) Requirement – Option to acquire equity:

(i) Irrespective of all other obligations of the Developing Party under this deed regarding the Project, the MG Corporation has the right to acquire up to 5% equity in the Project at the relevant percentage of Development Cost. The Developing Party and the MG Corporation may, depending upon the economics and structure of the Project, agree that this requirement is satisfied by way of, for example:

(A) if the Developing Party is a company, the issue of shares in the Developing Party to the MG Corporation;

(B) an interest in a joint venture or partnership; or

(C) the purchase of Serviced Farm Lots.

(ii) This right may not be assigned, and may only be exercised between the Final Approval Date and the Practical Completion Date.

(d) Free carried equity:

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The Developing Party may agree to transfer, allot or grant equity in the Project to the MG Corporation without cost or charge.

7. Right of first refusal over developed land

(a) Application:

This paragraph 7 applies if the Developing Party is the State, LandCorp or an agent of the State.

(b) Principle:

It is desirable that the MG Corporation hold equity in the Project for and on behalf of the MG People.

(c) Requirement:

(i) Irrespective of all other obligations of the Developing Party under this deed regarding the Project, prior to the first transfer of freehold title or first grant of a lease of Serviced Farm Lots in the Project, the Developing Party must for a period of 20 Business Days give the MG Corporation the opportunity to acquire Serviced Farm Lots with an aggregate Market Value of up to 5% of the aggregate Market Value of all Serviced Farm Lots in the Project.

(ii) The price payable by the MG Corporation shall be the Market Value of the relevant Serviced Farm Lots.

8. Facilitation

(a) Principle:

The Developing Party must facilitate the operation of the Aboriginal Development Package

(b) Requirements:

(i) The Developing Party must facilitate the operation of the Aboriginal Development Package.

(ii) The Developing Party may, having regard to the size and duration of the Project, satisfy the requirement in paragraph 8(b)(i) by employing a person or persons to:

(A) assist with the employment and training of Registered MG People; and

(B) liaise with the MG Corporation to assist the effective operation of the Aboriginal Development Package

9. Duration and Transfer

(a) Principles:

(i) If the Project consists of the development of the relevant land for sale to the public then the Aboriginal Development Package shall apply up to the point at which the land is sold

(ii) If the Project consists of the development of the land for agriculture or other activities, and the operation by the Developing Party or a related entity of a farming or other enterprise on the land, then the Aboriginal Development Package shall apply for a specified period during the operational phase

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(which period shall be not less than 5 years) or until the land is subdivided and sold to the public.

- (iii) For the duration of the Aboriginal Development Package, the obligations on a Developing Party under its Aboriginal Development Package shall be passed on to any transferee of the Developing Party's freehold title or lease
- (b) Requirements:
 - (i) The duration of the Aboriginal Development Package shall be specified in the Aboriginal Development Package
 - (ii) The Developing Party must not transfer its lease or freehold title (as the case may be) prior to completion of the Project or prior to expiry of the Aboriginal Development Package unless prior to the transfer the transferee has executed a deed of undertaking:
 - (A) which is expressed to be for the benefit of, and enforceable by, the MG Corporation; and
 - (B) under which the transferee agrees to be bound by the Aboriginal Development Package as if it were the Developing Party