

**MAPPING SURVEY PROCEDURES**  
**(SCHEDULE 4 TO FRAMEWORK ILUA)**

## 1. Definitions and Interpretation

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### 1.1 Definitions

In these *mapping survey procedures*, unless the context otherwise requires:

***Aboriginal record*** has the meaning given in the *Aboriginal heritage act*;

***Aboriginal tradition*** has the meaning given in the *Aboriginal heritage act*;

***accessible land*** means the whole or relevant portion(s) of the *mapping survey area* to which, subject to:

- (a) obtaining a *mapping authorisation*; and
- (b) the conditions, if any, set out in that *mapping authorisation*,

any *explorer* is entitled to have access for purposes of carrying out *specified exploration activities*, by reason of an *exploration mapping survey* and *exploration mapping report*;

***cultural confidence*** means any cultural information, including information held in an *Aboriginal record*, disclosure of which is by *Aboriginal tradition* restricted or forbidden;

***cultural mapping report*** means a written report which is prepared pursuant to clause 5.4(b) and which specifies the matters referred to in that clause;

***exploration mapping report*** means a written report which is prepared pursuant to clause 5.4(a) and which specifies the matters referred to in that clause;

***mapping access procedures*** means the procedures annexed to the *exploration contract conditions* as annexure B, as such annexure is amended from time to time pursuant to the *framework ILUA*;

***mapping authorisation*** means an authorisation issued pursuant to clause 3.2 of the *mapping access procedures* by the *mapping caretaker* to an *explorer* authorising the *explorer* to carry out *authorised exploration activities* subject to any conditions specified in the authorisation;

***mapping caretaker*** means the person appointed from time to time pursuant to clause 8.1;

***mapping notice*** means a notice requesting the carrying out of a *mapping survey* given by the *native title parties* pursuant to clause 8.1 of the *framework ILUA*;

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***mapping report*** means an *exploration mapping report* or a *cultural mapping report*;

***mapping survey approval*** means approval by a *mapping survey team* pursuant to an *exploration mapping survey* and *exploration mapping report* for *specified exploration activities* to be undertaken on *accessible land*;

***mapping survey area*** means the whole, part or parts of the *ILUA area* in respect of which a *mapping survey* is undertaken as agreed to between the *state* and the *native title bodies* pursuant to clause 8.3(b)(i) of the *framework ILUA*;

***mapping survey budget*** means a budget for undertaking a *mapping survey* established pursuant to clause 4;

***mapping survey team*** means a team organised for purposes of carrying out a *mapping survey* in accordance with clause 5;

***specialist*** means an anthropologist or archaeologist or both, as appropriate, appointed pursuant to clause 5.2(a)(i) for the purposes of carrying out a *mapping survey*;

***specified exploration activities*** means the *exploration activities* in respect of which a *mapping survey* is undertaken as agreed to between the *state* and the *native title bodies* pursuant to clause 8.3(b)(iii) of the *framework ILUA*; and

other terms in italics defined or used in the *native title act* or the *mining act* bear their defined meanings when used in these *mapping survey procedures*.

## 2. Purpose and Application

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- (a) These *mapping survey procedures* set out the procedures which are to be followed in relation to carrying out:
  - (i) an *exploration mapping survey*; or
  - (ii) an *exploration mapping survey* and a *cultural mapping survey*.
- (b) These *mapping procedures* also set out the procedures which apply to the appointment and the functions of the *mapping caretaker*.

## 3. Survey Conditional

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The undertaking of a *mapping survey* is conditional on the *state* and the *native title bodies* agreeing on the matters referred to in clause 8.3 of the *framework ILUA*.

## 4. Budgets

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### 4.1 Agreed budget

The *native title bodies* and the *state* must use their respective best endeavours to agree upon the budget for undertaking a *mapping survey* within 20 *business days* of the date of the *mapping notice* in respect of that *mapping survey*.

### 4.2 Amended budget

The *state* and the *native title bodies* may at any time agree to amend any *mapping survey budget*.

### 4.3 Excess costs

The *state* is not responsible for any costs or expenses in relation to carrying out any *mapping survey* to the extent that they exceed, or are not provided for, in the *mapping survey budget* for that *mapping survey*, if applicable, as amended pursuant to clause 4.2.

## 5. Mapping Survey Process

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### 5.1 Survey Dates

Within 20 *business days* of the *state* and the *native title bodies* agreeing pursuant to clause 8.3 of the *framework ILUA* that a *mapping survey* is to be undertaken, the *native title bodies* must notify the *state* of the date(s) on which the *native title bodies* proposes that the *mapping survey* be undertaken.

### 5.2 Mapping survey team

- (a) Each *mapping survey team* will comprise of such Aboriginal persons and specialists as are agreed by the *state* and the *native title bodies*.
- (b) The *native title bodies* must ensure that the Aboriginal persons referred to in clause 5.2(a):
  - (i) have knowledge of the relevant *mapping survey area*; and
  - (ii) have the traditional knowledge and authority to determine whether there is any *Aboriginal site, object or remains* within that *mapping survey area*.
- (c) If at any time more persons than permitted under clause 5.2(a) are comprised in a *mapping survey team*, the *state* is not liable for any costs or expenses of those persons, unless otherwise agreed between the *state* and the *native title bodies*.

### 5.3 Mapping survey team functions

The functions of each *mapping survey team* are to assess the relevant *mapping survey area*:

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- (a) in the case of an *exploration mapping survey*:
  - (i) for the purpose of determining whether the *specified exploration activities* would damage, disturb or interfere with any *Aboriginal site, object or remains*; and
  - (ii) nominating the conditions, if any, which are necessary and which should accordingly apply in order to protect each *Aboriginal site, object or remains*; and
- (b) in the case of a *cultural mapping survey*, for the purposes of preserving, protecting, maintaining or enhancing the culture of the *native title parties* in relation to each *Aboriginal site, object or remains*.

#### 5.4 Discharge of functions

- (a) Each *mapping survey team* will discharge its functions in undertaking any *exploration mapping survey* by:
  - (i) conducting an inspection and assessment of the relevant *mapping survey area* in order to determine whether *mapping survey approval* will be given or withheld in relation to it;
  - (ii) in conjunction with the *specialists*, providing an *exploration mapping report* detailing which parts of that *mapping survey area* are given, and which parts are not given, *mapping survey approval*;
  - (iii) in conjunction with the *specialists*, identifying in that *exploration mapping report* any conditions, necessary in order to preserve and protect any *Aboriginal site, object or remains*, upon which *mapping survey approval* is given; and
  - (iv) promptly providing that *exploration mapping report* to the *native title bodies*.
- (b) Each *mapping survey team* will discharge its functions in undertaking any *cultural mapping survey* by:
  - (i) conducting an inspection and assessment of the relevant *mapping survey area* for the purposes referred to in clause 5.3(b);
  - (ii) in conjunction with the *specialists*, providing a *cultural mapping report* detailing each *Aboriginal site, object or remains* identified in the course of that *cultural mapping survey* and their significance to the culture of the *native title parties*; and
  - (iii) promptly providing that *cultural mapping report* to the *native title bodies*.

#### 5.5 Budget

Each *mapping survey* must be undertaken in accordance with the *mapping survey budget* for that survey.

## 6. Mapping Survey Team Reports

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### 6.1 Mapping Survey Reports

- (a) Each *mapping survey report* must be in writing and be signed by the *specialists*.
- (b) The *native title bodies* are entitled to retain any *mapping survey report*.
- (c) The copyright in any *mapping survey report* vests in the *native title parties*.

### 6.2 Exploration Mapping Reports

- (a) As soon as practicable after the completion of any *exploration mapping survey*, the *native title bodies* must provide to the *state*, care of the *mapping caretaker*, a copy of the *exploration mapping report* in relation to that *exploration mapping survey*.
- (b) An *exploration mapping report* must identify those parts of the relevant *mapping survey area* which are:
  - (i) given *mapping survey approval* as *accessible land*; and
  - (ii) not given *mapping survey approval* as *accessible land*.
- (c) An *exploration mapping report* must also specify any conditions, necessary to preserve and protect each *Aboriginal site, object or remains*, attaching to the carrying out of any *specified exploration activities* on any *accessible land*.

## 7. Payment

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### 7.1 Liability

The *state* is liable for the costs and expenses of carrying out any *mapping survey* up to a maximum of the amount stated in the *mapping survey budget*.

### 7.2 Payment

The *state* must pay the costs and expenses of any *mapping survey* as stated in the *mapping survey budget*.

## 8. Mapping Caretaker

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### 8.1 Appointment

The *mapping caretaker* will be the Chief Executive Officer of the Department of Aboriginal Affairs and Reconciliation of the *state*, or its successor or such other person nominated by the *state* by notice given to the other *parties* after consultation with them.

## 8.2 Functions

The functions of the *mapping caretaker* are to:

- (a) hold a copy of each *exploration mapping report*;
- (b) provide information to any *explorer* regarding the existence of any *exploration mapping report*, a copy of which is held by the *mapping caretaker*, and the area to which it relates.
- (c) assess *mapping access applications* and the *authorised exploration activities* to which they relate by reference to the information contained in the *exploration mapping report* and the *specified exploration activities* to which it extends; and
- (d) after assessing any *mapping access application*, to issue or refuse to issue a *mapping authorisation* in relation to that *mapping access application*.

## 8.3 Funding

The *state* is responsible for the cost and expenses of the appointment of the *mapping caretaker* and the performance by it of its functions.

## 8.4 Consent to Provisions of Copies

The *native title parties* consent to the *mapping caretaker* providing, and the *state* must ensure that the *mapping caretaker* provides, copies of any *exploration mapping report* to an independent statutory authority established for the purpose of the protection and preservation of Aboriginal heritage pursuant to the *Aboriginal heritage act*.

## 9. Confidentiality

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### 9.1 Reports

- (a) Nothing in these *mapping survey procedures* requires the *native title parties* or any member of any *mapping survey team* to disclose all or any part of any *cultural mapping report* to any other person.
- (b) Nothing in these *mapping survey procedures* requires the *native title parties* or any member of any *mapping survey team* to disclose in any *exploration mapping report*:
  - (i) the location of any *Aboriginal site, object or remains*, if they consider that location to be a matter of *cultural confidence*, but they must disclose sufficient information in accordance with clause 6.2(b) to ensure that the *mapping access procedures* are able to be implemented on a basis that enables an *explorer*, its employees, contractors and subcontractors to carry out *specified exploration activities* within those parts of the relevant *mapping survey area* in respect of which *mapping survey approval* is given, without damaging, destroying or interfering with the relevant *Aboriginal site, object or remains*; or

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- (ii) the significance of, or any *cultural confidence* regarding, any *Aboriginal site, object or remains* on, or in the vicinity of, the relevant *mapping survey area*.

## 9.2 Mapping Caretaker

Without detracting from any obligation of the *state* in relation to confidentiality under the *Aboriginal heritage act*, the *state* must ensure that the *mapping caretaker* keeps confidential and does not disclose to any person:

- (a) the location of any *Aboriginal site, object or remains*, if the *mapping caretaker* considers that location to be a matter of *cultural confidence*, but the *state* must ensure that the *mapping caretaker*, in granting any *mapping authorisation* pursuant to the *mapping access procedures*, discloses sufficient information in accordance with clause 3.3(c) of the *mapping access procedures* to enable the *explorer*, its employees, contractors and subcontractors to carry out *specified exploration activities* within those parts of the relevant *mapping survey area* in respect of which a *mapping authorisation* is granted to the *explorer* without damaging, disturbing or interfering with the relevant *Aboriginal site, object or remains*;
- (b) the significance of, or any *cultural confidence* regarding, any *Aboriginal site, object or remains* on, or in the vicinity of, the relevant *mapping survey area*; or
- (c) any information provided by the *explorer* to the *mapping caretaker* which is designated by the *explorer* as confidential information.

## 10. Status

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### 10.1 Relationship

Nothing in the *framework ILUA* or these *mapping survey procedures* creates the relationship of:

- (a) employer and employee, principal and agent, partners or joint venturers between any of those persons and the *state*; and
- (b) employer and employee, partners or joint venturers between either of the *native title parties* and any member of the *mapping survey team*.

### 10.2 Agent

Each member of a *mapping survey team* is an agent of the *native title parties* authorised by them to carry out the functions set out in these *mapping survey procedures*.

## 11. Compliance with laws

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The *native title parties* must ensure that all applicable *laws* are complied with in relation to:

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- (a) the performance by them of their obligations under these *mapping survey procedures*; and
- (b) the employment, retention or engagement of any person for the purposes of performing their obligations under these *mapping survey procedures*, including under the Workers Rehabilitation & Compensation Act 1986 (SA), the Occupational Health Safety & Welfare Act 1986 (SA), the Income Tax Assessment Act 1936 (Cth) and the Income Tax Assessment Act 1997 (Cth).

## 12. Vehicles

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### 12.1 Provision

The *state* must provide sufficient and appropriate all terrain 4 wheel drive vehicles for use by a *mapping survey team* for the purposes of undertaking any *mapping survey*.

### 12.2 Insurance and Spare Parts

The *state* must ensure that all vehicles provided pursuant to clause 12.1 for purposes of undertaking any *mapping survey* are:

- (a) registered and comprehensively insured; and
- (b) equipped with sufficient spare parts for the duration of the relevant *mapping survey*.

### 12.3 Log Book

The *native title bodies* must cause a log book to be kept and must ensure that the following information is recorded in the log book in relation to each vehicle used in relation to any *mapping survey*:

- (a) date;
- (b) place of departure;
- (c) destination;
- (d) reason for the journey;
- (e) name of driver; and
- (f) number of kilometres travelled.

### 12.4 Inspection

The *native title bodies* must make any log book maintained pursuant to clause 12.3 available to the *state* for inspection upon request.