



Australian Government

SITE NOMINATION DEED

SITE NOMINATION DEED
THE COMMONWEALTH OF AUSTRALIA
AND
THE MUCKATY ABORIGINAL LAND TRUST
AND
THE NORTHERN LAND COUNCIL

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File reference: 06028249

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SITE NOMINATION DEED**Date**

This Deed is dated 18 JUNE 2007.

Parties

This Deed is made between the following parties:

- 1 **Commonwealth of Australia** represented by the Department of Education, Science and Training
AND
- 2 **The Muckaty Aboriginal Land Trust**, an Aboriginal Land Trust established under section 4(1) of the *Aboriginal Land Rights (Northern Territory) Act 1976*, of c/- Northern Land Council, 9 Rowling Street, Casuarina, Northern Territory
AND
- 3 **The Northern Land Council**, an Aboriginal Land Council established under section 21 of the *Aboriginal Land Rights (Northern Territory) Act 1976*, of 9 Rowling Street, Casuarina, Northern Territory

Recitals

This Deed is made in the following context:

- A. The Land Trust has been established to hold certain Aboriginal land.
- B. The NLC has nominated an area of Aboriginal land held by the Land Trust as a Potential Site for the purposes of the CRWM Act.
- C. If the nominated land is subsequently approved as a Site, the Site may be declared as a Selected Site for a Facility under the CRWM Act.
- D. A declaration may also be made under the CRWM Act that particular Aboriginal land held by the Land Trust is required to provide an Access Road to the Selected Site.
- E. Under the CRWM Act, the Commonwealth will acquire the rights and interests in the Selected Site that are specified in the declaration.
- F. Under the CRWM Act, the Commonwealth will also acquire the rights and interests in the Access Road Area that are specified in the declaration.

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- H The Parties therefore wish to enter into this Deed for their mutual benefit.
- I Under section 27(3) of the ALRA, the NLC has obtained the Minister's approval to the NLC and the Land Trust entering into this Deed. Under section 5(2) of the ALRA, the NLC has directed the Land Trust to enter into this Deed.
- J The NLC has complied with section 23(3) of the ALRA in relation to this Deed.

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Operative provisions

The Parties agree as follows:

PART 1. INTRODUCTORY MATTERS

1. Interpretation

1.1. Definitions

1.1.1. In this Deed, unless the context indicates otherwise:

'Aboriginal'	means an Aboriginal within the meaning of the ALRA.
'Aboriginal land'	means Aboriginal land within the meaning of the ALRA
'Aboriginals concerned'	has the meaning given by the ALRA.
'Access Road'	means an all-weather access road to the Selected Site.
'Access Road Area'	means land that is declared under the CRWM Act to be required for providing the Access Road.
'ALRA'	means the <i>Aboriginal Land Rights (Northern Territory) Act 1976 (Cth)</i> .
'ARPANS Act'	means the <i>Australian Radiation Protection and Nuclear Safety Act 1998 (Cth)</i> .
'ARPANSA'	means the Australian Radiation Protection and Nuclear Safety Agency mentioned in the ARPANS Act.
'Base Date'	means 1 January 2007.
'Bootu Creek Agreement'	means the Land Use Agreement – Memorandum of Lease between Bootu Creek Resources Pty Ltd (ACN 097 091 506) and Groote Eylandt Mining Company Pty Ltd (ACN 004 618 491) and the Land Trust and the NLC dated 18 April 2005.
'Charitable Trust'	means the charitable trust to be established in accordance with clause 4.1.
'Commencement Date'	means the date mentioned in clause 14.1.
'Commonwealth'	means the Commonwealth of Australia, represented by the Department of Education, Science and Training.
'CPI'	means the Consumer Price Index (All Groups) weighted average of 8 capital cities, kept by the Australian Statistician and published by the Australian Bureau of Statistics ('the Index') and in the event that the Index is discontinued or abolished then such price index as the Australian Statistician substitutes for it.
'CRWM Act'	means the <i>Commonwealth Radioactive Waste Management Act 2005 (Cth)</i> .
'Deed'	means this deed including any schedules and attachments.

- 'EPBC Act'** means the *Environment Protection and Biodiversity Conservation Act 1999* (Cth).
- 'Facility'** means a facility within the meaning of the CRWM Act.
- 'GST'** has the meaning given in the GST Act.
- 'GST Act'** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- 'Land Trust'** means the Muckaty Aboriginal Land Trust, an Aboriginal Land Trust established under section 4(1) of the ALRA, of c/- Northern Land Council, 9 Rowling Street, Casuarina, Northern Territory.
- 'Liaison Committee'** means the Liaison Committee established under clause 9.1.2 (if any).
- Ngapa/Milwayi land** means Aboriginal Land held by the Land Trust in relation to which either the Lauder branch of the Ngapa group or the Milwayi group are the Traditional Aboriginal Owners.
- 'Northern Land Council' or 'NLC'** means the Northern Land Council, an Aboriginal Land Council established under section 21 of the ALRA, of 9 Rowling Street, Casuarina, Northern Territory.
- 'Parties'** means the Commonwealth, the Land Trust and the NLC.
- Potential Site** means the particular Aboriginal land held by the Land Trust and nominated by the NLC, as described in Schedule 2 of this Deed.
- 'Project'** has the meaning given by clause 1.2.
- 'Non-Permitted Action'** has the meaning given by clause 1.3.
- 'Selected Site'** means all or part of the Potential Site which is declared under the CRWM Act to be selected as the Site for a Facility.
- 'Site'** means a site within the meaning of paragraph (b) of the definition of that term in the CRWM Act.
- 'Traditional Aboriginal Owners'** means traditional Aboriginal owners within the meaning of the ALRA.
- 1.1.2. Unless the context indicates otherwise, other words and expressions used in this Deed that are used or defined in the CRWM Act have the same meaning in this Deed as they do in the CRWM Act.
- 1.2. **Meaning of 'Project'**
- 1.2.1. For this Deed, **'Project'** means:

- a. the doing of all things necessary or permitted under the CRWM Act or otherwise for the purposes of investigating the Potential Site and if all or part of the Potential Site becomes a Selected Site, establishing a Facility on the Selected Site;
- b. the construction, operation and maintenance of the Facility, and the construction, maintenance and/or use of an Access Road over Ngapa/Milwayi land; and
- c. the doing of all such acts, matters and things in relation to the Facility and Access Road as are necessary for the purposes of the Commonwealth.

1.2.2 Without limiting clause 1.2.1, **'Project'** includes the following actions under the CRWM Act:

- a. the nomination by the NLC of the Potential Site;
- b. the approval of all or part of the Potential Site as a Site;
- c. the declaration of the Site as a Site for a Facility;
- d. the declaration of the Access Road Area over Ngapa/Milwayi land.

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- B. any other person acting for the Commonwealth in relation to the Project

1.4. Interpretation

1.4.1. In the interpretation of this Deed, unless the context indicates otherwise:

- a. the singular includes the plural and vice versa, including that any word or expression defined in the singular has the corresponding meaning if used in the plural and vice versa;
- b. a reference to any gender includes the other gender;
- c. a reference to 'person' includes a firm, company, corporation, authority or body corporate whether incorporated or not;
- d. a reference to an Act or law is to be read as a reference to any Act or law amending, or in substitution for, that Act or law;
- e. a reference to currency is a reference to Australian currency;
- f. a reference to any agreement or other instrument includes a reference to the agreement or instrument as referred to, or as amended, or as replaced, from time to time; and
- g. the headings in this Deed are not part of this Deed and are not to be used in its interpretation or construction.

PART 2. SITE NOMINATION**2. Nomination of Site by NLC****2.1. Nomination of Aboriginal land**

2.1.1. The NLC has nominated an area of Aboriginal land held by the Land Trust for the purposes of the CRWM Act.

2.1.2. Nothing in this Deed prevents the NLC from nominating other areas of Aboriginal land for the purposes of the CRWM Act.

2.2. The Potential Site

2.2.1. The NLC acknowledges that it must comply with the rules about nominations set out in section 3B of the CRWM Act in relation to the Potential Site.

2.2.2. Without limiting clause 2.2.1 the NLC must:

- a. specify the Potential Site, including by reference to portion number (if available), survey points (if available) and geographic coordinates;
- b. identify the Traditional Aboriginal Owners for the Potential Site, and provide a detailed written report supporting the identification, and a précis of that report in a form that can be made public;
- c. provide a written report describing the process by which the NLC consulted with and obtained the consent of the Traditional Aboriginal Owners as a group;
- d. provide a written report identifying any other Aboriginal community or group that may be affected by the nomination and describing how the NLC consulted with those communities or groups. and
- e. ensure that the nomination is made by the NLC in full council, unless otherwise agreed by the Parties.

2.3. If an Access Road Area may be declared

2.3.1. The Commonwealth has notified the NLC that a proposed Access Road Area may be declared under the CRWM Act over Ngapa/Milwayi land. In particular, the Parties acknowledge that the Access Road Area may be all or part of the area comprising:

- a. that part of the Transport Corridor Area (within the meaning of the Bootu Creek Agreement) from the Stuart Highway (including the Stuart Highway Access Road within the meaning of the Bootu Creek Agreement) to the longitude that runs through the south western corner of the Potential Site (Point H, longitude 133.83540903800, as set out in Schedule 2); and
- b. any land between that part of the Transport Corridor Area and the Potential Site.

2.3.2. The NLC agrees to:

- a. provide any reasonable assistance required by the Commonwealth to precisely identify the proposed Access Road Area including by reference to portion number (if available), survey points (if available) and geographic coordinates;
- b. identify the Traditional Aboriginal Owners for the proposed Access Road Area, together with a detailed written report supporting the identification, and a précis of that report in a form that can be made public;
- c. provide a written report describing the process by which the NLC consulted with and obtained the consent of the Traditional Aboriginal Owners as a group; and
- d. provide a written report identifying any other Aboriginal community or group that may be affected by the declaration and describing how the NLC consulted with those communities or groups.

3. Matters relating to Site Nomination

3.1. Acknowledgments in relation to Site nomination

3.1.1. The Parties acknowledge that:

- a. nothing in this Deed requires the Minister to approve or declare an area of land under the CRWM Act; and
- b. the Minister may approve and declare land under the CRWM Act, other than the Potential Site

3.2. Acknowledgements in relation to Commonwealth legislation

3.2.1. The Parties acknowledge that nothing in the Deed affects the operation of the CRWM Act or any other legislation applicable to the Project, including the ARPANS Act and the *Nuclear Non-Proliferation (Safeguards) Act 1987* (Cth).

3.2.2. To avoid doubt, the Parties acknowledge that nothing in this Deed affects the rights of the Commonwealth, a Commonwealth entity, a Commonwealth contractor, or their respective employees or agents, under the CRWM Act or otherwise.

3.3. Acknowledgement in relation to the Project

3.3.1. The Parties acknowledge that if all or part of the Potential Site is the Selected Site, the Commonwealth, or a person on the Commonwealth's behalf, will undertake the Project on the Selected Site.

3.3.2. The Parties also acknowledge that the Commonwealth may cancel the Project at any time for any reason.

3.4. Acknowledgment in relation to disposal of interests in Selected Site or Access Road Area

3.4.1. If as a result of the declaration of the Selected Site, the Commonwealth acquires an estate in fee simple in the Selected Site, the Commonwealth acknowledges that it will not dispose of that interest, except as provided for in the CRWM Act

3.4.2. If as a result of the declaration of the Selected Site, the Commonwealth acquires an estate in fee simple in the Access Road Area over Ngapa/Milwayi land, the Commonwealth agrees to use its best endeavours to ensure that it will not dispose of that interest other than as a grant of Aboriginal land to the Land Trust

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PART 3. BENEFITS FOR AGREEMENT

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PART 4. DEALINGS BETWEEN THE PARTIES**7. Access****7.1. Potential Site and proposed Access Road Area**

7.1.1. The Land Trust and the NLC agree to facilitate entry by a person mentioned in clause 3.2.2 to the following areas where entry is required for the purposes of the Project:

- a. the Potential Site;
- b. Ngapa/Milwayi land proposed by the Commonwealth as an Access Road Area;
- c. Ngapa/Milwayi land that is adjacent or near to the Potential Site or proposed Access Road Area.

7.2. Areas surrounding the Selected Site and Access Road Area

7.2.1. The Land Trust and the NLC agree to facilitate entry by a person mentioned in clause 3.2.2 to Ngapa/Milwayi land that is adjacent or near to the Selected Site or Access Road Area where access is required for the purposes of the Project.

8. Use of Access Road Area**8.1. Use by Traditional Aboriginal Owners, the NLC and certain third parties**

8.1.1. This clause applies if an Access Road Area is declared under the CRWM Act that is all or part of the area mentioned in clause 2.3.1 a. This clause applies subject to Commonwealth laws.

8.1.2. The Commonwealth will allow Traditional Aboriginal Owners, and the NLC or its agents, to enter the Access Road Area and to use the Access Road. The access and use will be subject to conditions or restrictions as considered necessary by the Commonwealth.

8.1.3. Except for the existing lessee under the Bootu Creek Agreement, the Commonwealth agrees that it will not permit a person to use the Access Road for mining or any commercial purpose (other than for or in relation to the Project) without first consulting with the NLC. The Commonwealth agrees to reasonably consider any proposal submitted by the NLC on behalf of Traditional Aboriginal Owners relating to the use of the Access Road for such mining or commercial purposes as may be negotiated by or on behalf of Traditional Aboriginal Owners. Any access arrangement made by the Commonwealth will be subject to conditions or restrictions as considered necessary by the Commonwealth, including entry by the person into a licence or access deed on terms reasonably acceptable to the Commonwealth.

- 8.1.4. The Commonwealth agrees to ensure that any subsequent access arrangement made by the Commonwealth with the existing lessee under the Bootu Creek Agreement to facilitate its continued use of the Access Road as envisaged by that Agreement will leave the Land Trust in no less favourable position financially as it would have been under that Agreement had the declaration of the Access Road Area not occurred. This obligation is additional to other money paid by the Commonwealth under this Deed.

9. Liaison and Consultation

9.1. Liaison and consultation arrangements

- 9.1.1. The Parties agree to liaise with each other in respect of the operation of this Deed and the conduct of the Project.
- 9.1.2. The Parties may agree to establish a Liaison Committee to facilitate liaison and consultation between the Parties in relation to the Project.

10. Cultural Heritage Training

10.1. Cultural heritage training

- 10.1.1. The Commonwealth agrees to provide, in consultation with the Land Trust and the NLC, appropriate education and training to persons engaged in the Project, for the purpose mentioned in clause 10.1.2.
- 10.1.2. The purpose of the education and training is:
- a. to familiarise people with the traditions and culture of the affected Traditional Aboriginal Owners; and
 - b. to promote an understanding and respect for Aboriginal tradition.

11. Environmental Management

11.1. Commonwealth legislation

- 11.1.1. The Parties acknowledge that, except as provided in the CRWM Act, the Commonwealth is bound to comply with the EPBC Act in relation to the Project.

11.2. Environmental management

- 11.2.1. The Parties acknowledge that, prior to the establishment of a Facility, the Commonwealth will undertake an environmental impact assessment of the Project in relation to the Selected Site
- 11.2.2. Following the conclusion of the Project, the Commonwealth agrees to rehabilitate the Selected Site to ameliorate the environmental effects of the Project, as far as reasonably practicable.

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PART 5. ADMINISTRATIVE MATTERS**13. Dispute resolution****13.1. Disputes**

- 13.1.1 The Parties agree that they will seek to resolve any dispute in relation to this Deed in the first instance through discussions between their respective contact officers nominated for this clause from time to time
- 13.1.2 If the dispute cannot be resolved in discussions between the contact officers, the Parties agree that they will then seek to resolve the dispute through the Liaison Committee (if any).
- 13.1.3 If the dispute is unable to be resolved through the Liaison Committee within a reasonable time (or no Liaison Committee has been established), the Parties agree that they will then seek to resolve the dispute through discussions between the General Manager, Science and Technology Policy (for the Commonwealth) and the Chair of the NLC (or his or her nominee).
- 13.1.4 The Parties may nominate different representatives to undertake the discussions under clause 13.1.3 from time to time. However, the discussions must always include the Chair of the NLC (or his or her nominee).

14. Commencement and termination**14.1. Commencement**

- 14.1.1 This Deed commences on the date it is signed by the Parties, and if signed on different days, the later of those days.

15. Miscellaneous**15.1. Notices**

- 15.1.1 A notice, consent or other communication ('notice') under this Deed is only effective if it is in writing, signed and either left at the addressee's address or sent to the addressee by mail or fax.
- 15.1.2 If the notice is sent by mail, it is taken to have been received 5 working days after it is posted. If it is sent by fax, it is taken to have been received when the addressee receives it, as evidenced by a record of transmission from the transmitting fax machine.

15.1.3. The Parties' contact details for notices are as follows:

a. **The Commonwealth**

Address: Director, Radioactive Waste Management
Department of Education, Science and Training
Location 340
GPO Box 9880
CANBERRA ACT 2601

Fax number: +61 2 6240 9148

Attention: Mr Patrick Davoren

b. **The Land Trust**

Address: c/- Northern Land Council
9 Rowling Street
Casuarina NT

Fax number: (08) 8931 1875

Attention: Chair

c. **The NLC**

Address: 9 Rowling Street
Casuarina NT

Fax number: (08) 8931 1875

Attention: Chair

15.1.4. A Party may change its contact details for notices by notifying the other Parties in writing.

15.1.5. In this clause, '**working day**' means a day other than a Saturday, Sunday or public holiday in the place where the notice is received.

15.2. Assignment

15.2.1. A Party must not assign its rights under this Deed without the written consent of the other Parties.

15.3. Entire Deed

15.3.1. This Deed constitutes the entire agreement of the Parties in relation to its subject matter and any previous agreements and negotiations on that subject matter cease to have any effect.

15.4. Variation

15.4.1. The Parties may vary this Deed at any time by agreement in writing. No variation is of any force unless agreed in writing and signed by each Party.

15.5. Waiver

- 15.5.1 A waiver by a Party of a provision of this Deed is not binding unless made in writing. A waiver relates only to the specific matter, non-compliance or breach in respect of which it is given and does not apply to any subsequent or other matter, non-compliance or breach.

15.6. Severance

- 15.6.1 If any of the provisions of this Deed are declared or determined by any court to be invalid, unenforceable or illegal at law, those provisions shall be ineffective and severable from this Deed, and the validity of the remaining provisions is not affected by the invalidity of those provisions.

15.7. Execution of Deed and other documents

- 15.7.1. Each Party agrees, to the extent permitted by law, to:
- a. sign and deliver such agreements and documents and do such further acts and things as are reasonably required to give full effect to each provision of this Deed; and
 - b. refrain from taking any action which is or is likely to be inconsistent with the proper fulfilment of its undertakings under each provision of this Deed.
- 15.7.2. This Deed may be signed in separate counterparts.

15.8. Taxes, duties and charges

- 15.8.1. Subject to clause 6, the Commonwealth agrees to pay all taxes, duties and government charges payable by reason of the making of this Deed.

15.9. Successors and assigns

- 15.9.1 This Deed is binding on and enures to the benefit of the Parties and their successors and assigns.

15.10. Application of laws

- 15.10.1. This Deed is governed by the laws in force in the Northern Territory. Each Party submits to the jurisdiction of the appropriate courts of that Territory and the Commonwealth and any courts competent to hear appeals from them.

16. Confidentiality

16.1. Confidential Information not to be disclosed

16.1.1. The Parties acknowledge that certain provisions of this Deed and certain information provided by the NLC to the Commonwealth for the purposes of this Deed may be confidential to the NLC, the Land Trust or Traditional Aboriginal Owners ('**Confidential Information**').

16.1.2. In such a case, subject to clause 16.2, the Commonwealth agrees that it will not disclose the Confidential Information to a third party unless agreed by the Parties.

16.2. Exceptions to obligations

16.2.1. Clause 16.1.2 will not be taken to have been breached to the extent that Confidential Information:

- a. is disclosed by the Commonwealth to its officers or advisers solely in order to comply with obligations, or to exercise rights, under this Deed;
- b. is disclosed to the Commonwealth's internal management, solely to enable effective management or auditing of activities related to the Deed;
- c. is disclosed by the Commonwealth to the responsible Minister, or in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
- d. is shared within the Commonwealth agency responsible for this Deed or with another Commonwealth agency, where this serves the Commonwealth's legitimate interests;
- e. is authorised or required by law to be disclosed; or
- f. is in the public domain otherwise than due to a breach of clause 16.

16.2.2. If the Commonwealth discloses Confidential Information in accordance with clause 16.2.1, the Commonwealth will notify the receiving person that the information is confidential.

EXECUTED by the Parties as a Deed:

EXECUTED AS A DEED for and on behalf of the COMMONWEALTH OF AUSTRALIA by:

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in the presence of:

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16 August 2007

EXECUTED AS A DEED for and on behalf of the Land Trust by:

.....
[signature]

in the presence of:

.....
[name]

.....
[signature]

Date

[insert name]

[signature]

in the presence of

[name]

[signature]

[Date]

EXECUTED AS A DEED for and on behalf of the NLC by:

[name]

[signature]

[position]

in the presence of:

[name]

[signature]

{Date}

[name]

[signature]

[position]

in the presence of:

[name]

[signature]

[Date]

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SCHEDULE 2. DESCRIPTION OF POTENTIAL SITE

The site is on Aboriginal land at Muckaty Station (being freehold vested in the Muckaty Aboriginal Land Trust delineated as Northern Territory portion 5173).

The site comprises all land contained within a boundary delineated by a line which commences at point A and continuing along a straight line to point B, and continuing along a straight line to point C, and continuing along a straight line to point D, continuing along a straight line to point E, and continuing along a straight line to point F, and continuing along a straight line to point G, and continuing along a straight line to point H, and continuing along a straight line back to point A. The geographical coordinates for points A to H are:

Point	Latitude	Longitude
A	-18.69714653050	133.86195931400
B	-18.66642344350	133.86216442100
C	-18.66630760260	133.84320332600
D	-18.67251511320	133.82419877100
E	-18.67971422140	133.81940832700
F	-18.68609888960	133.82884605900
G	-18.68614020090	133.83548316300
H	-18.69698353040	133.83540903800

Reference Datum: Geocentric Datum of Australia 1994

Federal Court of Australia
District Registry: Victoria
Division: General

MARK LANE JANGALA and others named in the schedule
Applicants

And

THE COMMONWEALTH and others named in the schedule
Respondents

TERMS OF SETTLEMENT

WHEREAS:

- A. On 18 June 2007 the Northern Land Council (the **NLC**) nominated Aboriginal land in its area as a potential site pursuant to s 3A(2) of the *Commonwealth Radioactive Waste Management Act 2005* (Cth) (the **2005 Act**) (the **Nomination**).
- B. The Nomination specified the land nominated, being a parcel of Aboriginal land containing an area of approximately 225 hectares located generally in the south-east section of the land held by the Muckaty Aboriginal Land Trust (the **Nominated Land**).
- C. By notice made under s 3C(1) of the 2005 Act, the Minister responsible for that Act approved the Nominated Land as a site with effect from 9:00 am on 25 September 2007 (the **Approval**).
- D. By Schedule 2 of the *National Radioactive Waste Management Act 2012* (Cth) (the **2012 Act**) the Nomination and Approval continue in force as if made under the 2012 Act and the Nominated Land is a site within the meaning of the 2012 Act.
- E. The Applicants have brought these proceedings challenging the making of the Nomination and Approval on the grounds referred to in:
 - i. the Third Further Amended Statement of Claim dated 18 February 2014;
 - ii. written submissions dated 30 May 2014;
 - iii. the Applicants' opening address in the week commencing 2 June 2014;
 - iv. a proposed Fourth Further Amended Statement of Claim dated 10 June 2014. (the **allegations**).
- F. The Respondents deny the allegations.
- G. The Respondents remain satisfied that the nomination was made with the consent of the traditional Aboriginal owners and after consultation with other Aboriginals interested in the land. However, because of the divisions within the local Aboriginal community that have arisen since the nomination was made, and which have been worsened by the Court proceedings, the Respondents have formed the view that in the present circumstances it would be preferable if the nomination were not acted on.
- H. The parties have agreed to compromise the proceedings on the terms set out herein.

IT IS AGREED AS FOLLOWS:

1. The Applicants acknowledge that the Respondents agree upon these terms of settlement without any admission as to the allegations, and without any admission that the Nomination or Approval involved error.
2. In consideration of 3 below, the First Respondent undertakes to the Court not to act upon the Nomination and Approval including under s 14 of the 2012 Act.
3. The parties consent to the making of orders that:
 - a. the proceeding be dismissed;
 - b. the parties bear their own costs of the proceedings.
4. Subject to these terms of settlement, the parties release and forever discharge each other with respect to the matters the subject of the allegations.

/s June 2014

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Schedule

No: (P)VID433/2010

Federal Court Of Australia
District Registry: Victoria
Division: General

Second Applicant: LORNA FEJO NANGALA
Third Applicant DICK FOSTER JANGALA
Fourth Applicant: RONALD BROWN JAPANGARTI

Second Respondent: NORTHERN LAND COUNCIL
Third Respondent: MINISTER FOR RESOURCES AND ENERGY
Fourth Respondent: MUCKATY ABORIGINAL LAND TRUST

Federal Court of Australia
District Registry: Victoria
Division: General

MARK LANE JANGALA and others named in the schedule
Applicants

And

THE COMMONWEALTH and others named in the schedule
Respondents

MINUTE OF PROPOSED CONSENT ORDERS

JUDGE: Justice North

DATE OF ORDER:

WHERE MADE: Melbourne

THE COURT NOTES THAT:

- A. On 18 June 2007 the Northern Land Council (the **NLC**) nominated Aboriginal land in its area as a potential site pursuant to s 3A(2) of the *Commonwealth Radioactive Waste Management Act 2005* (Cth) (the **2005 Act**) (the **Nomination**).
- B. The Nomination specified the land nominated, being a parcel of Aboriginal land containing an area of approximately 225 hectares located generally in the south-east section of the land held by the Muckaty Aboriginal Land Trust (the **Nominated Land**).
- C. By notice made under s 3C(1) of the 2005 Act, the Minister responsible for that Act approved the Nominated Land as a site with effect from 9:00 am on 25 September 2007 (the **Approval**).
- D. By Schedule 2 of the *National Radioactive Waste Management Act 2012* (Cth) (the **2012 Act**) the Nomination and Approval continue in force as if made under the 2012 Act and the Nominated Land is a site within the meaning of the 2012 Act.
- E. The First Respondent undertakes to the Court not to act upon the Nomination and Approval including under s 14 of the 2012 Act.

Filed on behalf of (name & role of party)	Mark Lane Jangala, Lorna Fejo Nangala, Dick Foster Jangala and Ronald Brown Japangarti (the Applicants)		
Prepared by (name of person/lawyer)	Elizabeth O'Shea		
Law firm (if applicable)	Maurice Blackburn Lawyers		
Tel	(03) 9605 2636	Fax	(03) 9258 9610
Email	eoshea@mauriceblackburn.com.au		
Address for service (include state and postcode)	Level 10, 456 Lonsdale Street, MELBOURNE VIC 3000		

THE COURT ORDERS BY CONSENT THAT:

1. The proceedings are dismissed.
2. Each party bear its own costs of the proceedings.

18 June 2014

s22

Schedule

No: (P)VID433/2010

Federal Court Of Australia
District Registry: Victoria
Division: General

Second Applicant: LORNA FEJO NANGALA
Third Applicant DICK FOSTER JANGALA
Fourth Applicant: RONALD BROWN JAPANGARTI

Second Respondent: NORTHERN LAND COUNCIL
Third Respondent: MINISTER FOR RESOURCES AND ENERGY
Fourth Respondent: MUCKATY ABORIGINAL LAND TRUST



Minister for Action

Min ID: MS14-000765

By [16 June 2014] [A settlement offer expires on 16 June]

RADIOACTIVE WASTE - MUCKATY COURT CASE AND NATION-WIDE PROPOSAL

Recommendation: That you agree to

1. settlement of the federal court case requiring you to cease to consider the Muckaty site; and
2. a letter to the Prime Minister, upon settlement, seeking approval to bring forward a cabinet submission to initiate a nation-wide site selection volunteer process for a site (**Attachment A**).

Key Points:

- The Federal Court trial regarding the Muckaty Station nomination commenced on 2 June 2014. On 1 June 2014 the Applicants provided a 'settlement offer' on a no fault no cost basis if the Northern Land Council (NLC) and/or the Commonwealth undertake not to proceed with the 2007 nomination. The offer is valid until 5pm 16 June 2014.
- The NLC has advised divisions within the local Aboriginal community have arisen since the 2007 nomination was made and have been worsened by the court proceedings. The NLC can't withdraw the nomination and is requesting through our solicitors that no further steps are taken by the Commonwealth in respect of the nominated site. The NLC's letter to the Commonwealth and draft terms of settlement agreed between the NLC and Commonwealth's legal teams are at **Attachment B and C**.
- Through October 2012 to January 2014 the NLC and Department corresponded about a possible additional nomination and possible package of benefits of up to \$17 million (letters at **Attachment D**). Traditional Owners may still wish to proceed with an additional nomination however, given the NLC concerns about community division the Department considers any site on Muckaty may bring with it the same level of community concerns and litigation.
- The *National Radioactive Waste Management Act 2012* provides for a nation-wide process if it is unlikely that a facility will be able to be constructed and operated on Aboriginal land. If a nation-wide process is initiated you may seek nominations from freehold land owners **s42**

s42

Sensitivities:

- Abandoning consideration of Aboriginal Land nominations may cause tensions with traditional owners that still wish to volunteer an additional site.
- The NLC and the Commonwealth may be exposed to liabilities for the applicants' legal fees if the settlement offer is not taken.

Regulatory Implication: YES

- The *National Radioactive Waste Management Act 2012* allows regulations for a nation-wide process to be drafted and the cabinet submission will explore if these are necessary.

Michael Sheldrick (02) 6243 7384
General Manager
Uranium, R&E International
Resources Division
16 June 2014

Consultation: :Legal Services
AGS, NLC
PM&C – Land Rights Policy
PM&C – Resources and Energy

APPROVED / NOT APPROVED

Contact: Nicholas Vazenios (02) 6243 7179

Ian Macfarlane 25/6/14

Sensitive

PROTECTED Sensitive: Cabinet



THE HON IAN MACFARLANE MP

MINISTER FOR INDUSTRY

PO BOX 6022
 PARLIAMENT HOUSE
 CANBERRA ACT 2600

25 JUN 2014

MS14-000765

The Hon Tony Abbott MP
 Prime Minister
 PO Box 6022
 Parliament House
 Canberra ACT 2600

Dear Prime Minister

A handwritten signature in black ink, appearing to read 'Tony', written over the word 'Minister' in the salutation.

I am writing to advise that I have agreed to the request from the Northern Land Council that I no longer consider the volunteer site at Muckaty Station as a possible location for a national radioactive waste management facility. As a result, Federal Court proceedings have now been settled.

Under the *National Radioactive Waste Management Act 2014* (the Act), an Aboriginal Land Council in the Northern Territory still has an opportunity to volunteer a site for a facility. The Act provides that a nomination must contain evidence of all interests in the land, evidence of consultations with interested parties and the consent of traditional Aboriginal owners. If a facility cannot be sited in this way, the Act provides for a nation-wide search to be initiated.

In light of the Federal Court settlement, the Government currently does not have a volunteer site before it for further consideration. I have attached a copy of the letter which will go to the four Northern Land Councils giving them an opportunity to nominate an alternative site. I have made it clear that the Government will only consider nominations to which the relevant traditional owners have consented and that are not disputed by any Aboriginal community or group that may be affected.

As agreed with Senator the Hon Nigel Scullion, if a Land Council in the Northern Territory is unable to provide a viable nomination by 30 September 2014 I will seek to initiate a nation-wide search. I intend to seek endorsement of this approach through a Cabinet submission. Aboriginal Land Trusts in the Northern Territory may still have an opportunity to volunteer a site under a nation-wide process.

Phone: (02) 6277 7070 Fax: (02) 6273 3662

PROTECTED Sensitive: Cabinet

Current radioactive waste management approaches are temporary and pose avoidable risk to the ongoing operations of Australia's beneficial nuclear science, medical and industrial activities. The Government remains committed to the establishment of a facility on a volunteer site by the end of this decade.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Ian Macfarlane', with a stylized, cursive script.

Ian Macfarlane

Cc: Senator the Hon Nigel Scullion, Minister for Indigenous Affairs



THE HON IAN MACFARLANE MP
MINISTER FOR INDUSTRY

25 JUN 2014

PO BOX 6022
 PARLIAMENT HOUSE
 CANBERRA ACT 2600

MS14-000765

Mr Gibson Farmer Ilortaminni
 Chairman
 Tiwi Land Council
 PO Box 442
 Palmerston NT 0831

Dear Mr Ilortaminni

I am writing to all Aboriginal Land Councils in the Northern Territory regarding the possible volunteering of a site under the *National Radioactive Waste Management Act 2012* (Act) that came into effect on 4 April 2012.

The Act provides for two volunteer processes for the selection of a site for a national radioactive waste management facility. Under the first process, Aboriginal Land Councils in the Northern Territory are able to volunteer a site for consideration under section 5 of the Act.

The Act requires that any such nomination must contain evidence;

- of all interests in the land,
- that the Land Council has consulted with the traditional Aboriginal owners of the land,
- that the owners as a group have consented to the proposed nomination and,
- that any Aboriginal group or community that may be affected has been consulted and has had adequate opportunity to express their view to the Land Council.

I will only consider nominations to which the relevant traditional owners have consented in accordance with the *Aboriginal Land Rights (Northern Territory) Act 1976* and that are not disputed by any Aboriginal community or group that may be affected.

This opportunity to nominate a site has been open to Aboriginal Land Councils for two years and I now invite you to submit any formal nominations by 30 September 2014.

If it is unlikely that a facility nominated by a Land Council under section 5 of the Act can be constructed and operated in that way, I intend to initiate a nation-wide site selection process.

Yours sincerely

Ian Macfarlane

Phone: (02) 6277 7070 Fax: (02) 6273 3662



THE HON IAN MACFARLANE MP
MINISTER FOR INDUSTRY

25 JUN 2014

PO BOX 6022
PARLIAMENT HOUSE
CANBERRA ACT 2600

MS14-000765

Mr Maurie Ryan
Chairman
Central Land Council
PO Box 3321
Alice Springs NT 0871

Dear Mr ^{Maurie}Ryan

I am writing to all Aboriginal Land Councils in the Northern Territory regarding the possible volunteering of a site under the *National Radioactive Waste Management Act 2012* (Act) that came into effect on 4 April 2012.

The Act provides for two volunteer processes for the selection of a site for a national radioactive waste management facility. Under the first process, Aboriginal Land Councils in the Northern Territory are able to volunteer a site for consideration under section 5 of the Act.

The Act requires that any such nomination must contain evidence;

- of all interests in the land,
- that the Land Council has consulted with the traditional Aboriginal owners of the land,
- that the owners as a group have consented to the proposed nomination and,
- that any Aboriginal group or community that may be affected has been consulted and has had adequate opportunity to express their view to the Land Council.

I will only consider nominations to which the relevant traditional owners have consented in accordance with the *Aboriginal Land Rights (Northern Territory) Act 1976* and that are not disputed by any Aboriginal community or group that may be affected.

This opportunity to nominate a site has been open to Aboriginal Land Councils for two years and I now invite you to submit any formal nominations by 30 September 2014.

If it is unlikely that a facility nominated by a Land Council under section 5 of the Act can be constructed and operated in that way, I intend to initiate a nation-wide site selection process.

Yours sincerely

Ian Macfarlane

Phone: (02) 6277 7070 Fax: (02) 6273 3662

COPY



Attachment A

THE HON IAN MACFARLANE MP
MINISTER FOR INDUSTRY

25 JUN 2014

PO BOX 6022
PARLIAMENT HOUSE
CANBERRA ACT 2600

MS14-000765

Mr Tony Wurramarrba
Chairman
Anindilyakwa Land Council
PO Box 172
Alyangula NT 0885

Dear Mr Wurramarrba *Tony*

I am writing to all Aboriginal Land Councils in the Northern Territory regarding the possible volunteering of a site under the *National Radioactive Waste Management Act 2012* (Act) that came into effect on 4 April 2012.

The Act provides for two volunteer processes for the selection of a site for a national radioactive waste management facility. Under the first process, Aboriginal Land Councils in the Northern Territory are able to volunteer a site for consideration under section 5 of the Act.

The Act requires that any such nomination must contain evidence;

- of all interests in the land,
- that the Land Council has consulted with the traditional Aboriginal owners of the land,
- that the owners as a group have consented to the proposed nomination and,
- that any Aboriginal group or community that may be affected has been consulted and has had adequate opportunity to express their view to the Land Council.

I will only consider nominations to which the relevant traditional owners have consented in accordance with the *Aboriginal Land Rights (Northern Territory) Act 1976* and that are not disputed by any Aboriginal community or group that may be affected.

This opportunity to nominate a site has been open to Aboriginal Land Councils for two years and I now invite you to submit any formal nominations by 30 September 2014.

If it is unlikely that a facility nominated by a Land Council under section 5 of the Act can be constructed and operated in that way, I intend to initiate a nation-wide site selection process.

Yours sincerely

Ian Macfarlane

Phone: (02) 6277 7070 Fax: (02) 6273 3662



THE HON IAN MACFARLANE MP
MINISTER FOR INDUSTRY

25 JUN 2014

PO BOX 6022
PARLIAMENT HOUSE
CANBERRA ACT 2600
MS14-000765

Chairman
Northern Land Council
GPO Box 1222
Darwin NT 0801

Dear Mr Bush-Blanasi

I am writing to all Aboriginal Land Councils in the Northern Territory regarding the possible volunteering of a site under the *National Radioactive Waste Management Act 2012* (Act) that came into effect on 4 April 2012.

The Act provides for two volunteer processes for the selection of a site for a national radioactive waste management facility. Under the first process, Aboriginal Land Councils in the Northern Territory are able to volunteer a site for consideration under section 5 of the Act.

The Act requires that any such nomination must contain evidence;

- of all interests in the land,
- that the Land Council has consulted with the traditional Aboriginal owners of the land,
- that the owners as a group have consented to the proposed nomination and,
- that any Aboriginal group or community that may be affected has been consulted and has had adequate opportunity to express their view to the Land Council.

I will only consider nominations to which the relevant traditional owners have consented in accordance with the *Aboriginal Land Rights (Northern Territory) Act 1976* and that are not disputed by any Aboriginal community or group that may be affected.

This opportunity to nominate a site has been open to Aboriginal Land Councils for two years and I now invite you to submit any formal nominations by 30 September 2014.

If it is unlikely that a facility nominated by a Land Council under section 5 of the Act can be constructed and operated in that way, I intend to initiate a nation-wide site selection process.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Ian Macfarlane'.

Ian Macfarlane

Phone: (02) 6277 7070 Fax: (02) 6273 3662

s42

Federal Court of Australia
District Registry: Victoria
Division: General

No. VID 433 of 2010

Mark Lane Jangala & Ors

Applicants

Commonwealth of Australia & Ors

Respondents

TERMS OF SETTLEMENT

WHEREAS:

- A. On 18 June 2007 the Northern Land Council (**the NLC**) nominated Aboriginal land in its area as a potential site pursuant to s 3A(2) of the *Commonwealth Radioactive Waste Management Act 2005* (Cth) (**the 2005 Act**) (**the Nomination**).
- B. The Nomination specified the land nominated, being a parcel of Aboriginal land containing an area of approximately 225 hectares located generally in the south-east section of the land held by the Muckaty Aboriginal Land Trust (**the Nominated Land**).
- C. By notice made under s 3C(1) of the 2005 Act, the Minister responsible for that Act approved the Nominated Land as a site with affect from 9:00 am on 25 September 2007 (**the Approval**).
- D. By Schedule 2 of the *National Radioactive Waste Management Act 2012* (Cth) (**the 2012 Act**) the Nomination and Approval continue in force as if made under the 2012 Act and the Nominated Land is a site within the meaning of the 2012 Act.
- E. The Applicants have brought these proceedings challenging the making of the Nomination and Approval on the grounds referred to in:
 - (1) the Third Further Amended Statement of Claim dated 18 February 2014;

- (2) written submissions dated 30 May 2014;
- (3) the Applicants' opening address in the week commencing 2 June 2014;
and
- (4) a proposed Fourth Further Amended Statement of Claim dated 10 June 2014.

(the allegations).

- F. The Respondents deny the allegations.
- G. The Respondents remain satisfied that the nomination was made with the consent of the traditional Aboriginal owners and after consultation with other Aboriginals interested in the land. However, because of the divisions within the local Aboriginal community that have arisen since the nomination was made, and which have been worsened by the Court proceedings, the Respondents have formed the view that in the present circumstances it would preferable if the nomination were not acted on.
- H. The parties agree to compromise the proceedings on the terms set out herein.

IT IS AGREED AS FOLLOWS:

- 1. The Applicants acknowledge that the Respondents agree upon these terms of settlement without any admission as to the allegations, and without any admission that the Nomination or Approval involved error.
- 2. The First Respondent and the Minister for Industry (as the Minister administering the 2012 Act) undertake that no step will be taken under s 14 of the 2012 Act in respect of the Nomination or Approval.
- 3. The parties consent to the making of orders that:
 - (1) the proceeding be dismissed;
 - (2) the parties bear their own costs of the proceedings.

4. Subject to these terms of settlement, the parties release and forever discharge each other with respect to the matters the subject of the allegations.

June 2014

.....
Maurice Blackburn
Solicitor for the Applicants

.....
Australian Government Solicitor
Solicitor for the First and Third Respondents

.....
Northern Land Council
Solicitor for the Second and Fourth Respondents

SCHEDULE OF PARTIES

Applicants

First Applicant
Mark Lane Jangala

Second Applicant
Lorna Fejo Nangala

Third Applicant
Dick Foster Jangala

Fourth Applicant
Ronald Brown Japangarti

Respondents

First Respondent
Commonwealth of Australia

Second Respondent
Northern Land Council

Third Respondent
Minister for Resources and Energy

Fourth Respondent
Muckaty Aboriginal Land Trust

Federal Court of Australia
District Registry: Victoria
Division: General

No. VID 433 of 2010

Mark Lane Jangala & Ors

Applicants

Commonwealth of Australia & Ors

Respondents

**WRITTEN CONSENT ORDERS
(Rule 39.11)**

Judge: Justice North

Date of Order: June 2014

Where made: Melbourne

The Court orders by consent that:

1. The proceedings are dismissed.
2. Each party bear its own costs of the proceedings.

June 2014

.....
Maurice Blackburn
Solicitor for the Applicants

.....
Australian Government Solicitor
Solicitor for the First and Third Respondents

.....
Northern Land Council
Solicitor for the Second and Fourth Respondents

SCHEDULE OF PARTIES

Applicants

First Applicant
Mark Lane Jangala

Second Applicant
Lorna Fejo Nangala

Third Applicant
Dick Foster Jangala

Fourth Applicant
Ronald Brown Japangarti

Respondents

First Respondent
Commonwealth of Australia

Second Respondent
Northern Land Council

Third Respondent
Minister for Resources and Energy

Fourth Respondent
Muckaty Aboriginal Land Trust



Northern Land Council

Address all correspondence to:
CHAIRMAN
GPO Box 1222
DARWIN NT 0801

ABN 58 827 515 335

45 Mitchell Street, Darwin NT 0803
Ph: (08) 9320 5100
Fax: (08) 9345 2535
Phone: 1800 615 229

17 October 2012

Our ref: L.O1: 2010/0270

Hon. Martin Ferguson AM, MP
Minister for Resources and Energy
PO Box 6022
Parliament House
Canberra ACT 2600

Fax: (02) 6273 0434

Dear Minister

NATIONAL RADIOACTIVE WASTE MANAGEMENT ACT 2012: ADDITIONAL NOMINATION OF SITE AT MUCKATY STATION

In light of the enactment of the *National Radioactive Waste Management Act 2012* last April, the Northern Land Council (NLC) has conducted preliminary consultations with relevant traditional owners of Aboriginal land at Muckaty Station regarding an additional nomination of land for consideration as the site for the Commonwealth radioactive waste management facility.

You will recall that traditional owners wrote to you in a letter dated 5 May 2008 and proposed the nomination of Ngapa land at Gearbox Hill on the north-eastern boundary of Muckaty Station (this additional proposal having first been raised with the NLC and the department in 2007), and subsequently confirmed their support for that proposal at meetings with you in Canberra in 2008 and in Darwin in 2010.

The NLC's consultations this year have focused on Ngapa land about 15 km to the north-west of Gearbox Hill on the northern boundary of Muckaty Station. The land adjoins an existing formed and graded road along the boundary from the Stuart Highway to the east (the road crosses Helen Springs Station, before entering Muckaty Station). The traditional owners have confirmed their support for an additional nomination, and propose that this land be the subject of a formal nomination process.

Accordingly, pursuant to the statute, the NLC will shortly commence formal consultations with traditional owners, interested Aboriginals, and Aboriginal communities or groups that may be affected by the proposed nomination. I anticipate that these meetings will extend into 2013. I would be grateful if Departmental representatives would attend and participate in those meetings.

Yours sincerely


Samuel Hosh-Blunasi
AG CHAIRMAN

612/3572

MINISTER	RD
AND TOURS	
By Reply by Air	
<input type="checkbox"/> Reply by Air	
<input type="checkbox"/> Reply by Air	
Date	17 OCT 2012
Received	
<input type="checkbox"/> Reply by Departmental Office	
<input type="checkbox"/> For approval/endorsement	
<input type="checkbox"/> For information (N/A)	
<input type="checkbox"/> Prepare brief advising Minister	
<input type="checkbox"/> Refer to	

RECEIVED
PO Box 180
Darwin NT 0801
Tel: (08) 9345 2535
Fax: (08) 9345 2535

ADMIN
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Tel: (08) 9345 2535
Fax: (08) 9345 2535

RECEIVED
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Fax: (08) 9345 2535

30 May 2013

Mr Wali Wunungmurra
Chairman
Northern Land Council
PO Box 1222
DARWIN NT 0810



Australian Government
Department of Resources,
Energy and Tourism

51 Allara Street, Canberra City ACT 2601
GPO Box 1564, Canberra ACT 2601
Phone (02) 6276 1000
www.ret.gov.au
ABN 46 252 861 927

**NOMINATION PROCESS - NATIONAL RADIOACTIVE WASTE
MANAGEMENT ACT - WITHOUT PREJUDICE**

Dear Mr Wunungmurra

I refer to your letter of 17 October 2012, expressing the support of traditional Aboriginal owners for an additional nomination under the *National Radioactive Waste Management Act 2012*.

Since this time the Northern Land Council (NLC) has held formal consultations with traditional Aboriginal owners, interested Aboriginals, and Aboriginal communities or groups that may be affected by a proposed nomination. These consultations included a visit to ANSTO's research reactor and most recently the NLC's inspection of Spain's El Cabril radioactive waste management facility.

This has provided traditional Aboriginal owners and relevant parties with the opportunity to obtain information on Australia's radioactive waste inventory, broad radioactive waste management practices, and the effect of a potential nomination and the things that might be done on or in relation to nominated land.

The *National Radioactive Waste Management Act 2012* provides that the Commonwealth is liable to pay a reasonable amount of compensation to a party whose rights or interests have been acquired, extinguished or otherwise affected for the purposes of a national radioactive waste management facility.

The Commonwealth will propose an offer of \$17 million (exclusive of adjustments for the consumer price index) in satisfaction of any Commonwealth compensation liability, should the traditional Aboriginal owners make an additional nomination of a site at Muckaty Station.

In making this offer, the Commonwealth has taken into account the present value of the 2007 nominated site – which now equates to \$14 million (including adjustments for the consumer price index). The Commonwealth acknowledges that an additional nomination takes into account the rights and interests of all relevant traditional Aboriginal owners in the same manner as the 2007 nomination.

This offer will be made without prejudice and would be subject to the making of a nomination in accordance with the *National Radioactive Waste Management Act 2012*, agreement on all aspects through the execution of a deed, and the obtaining of all further Government and statutory approvals.

I would like to thank the NLC for its approach on this issue and look forward to a positive outcome in the near future.

A handwritten signature in black ink, appearing to read 'Martin Hoffman', with a long horizontal flourish extending to the right.

Martin Hoffman
Deputy Secretary



Northern Land Council

ABN 56 827 515 890

Address all correspondence to:
 CHAIRMAN
 GPO Box 1232
 DARWIN NT 0801

45 Mitchell Street, Darwin NT 0800
 Phone: (08) 8920 5100
 Fax: (08) 8945 2633
 Freecalls 1800 645 289

19 December 2013

Mr Michael Sheldrick
 Department of Resources, Energy and Tourism
 GPO Box 1564
 Canberra ACT 2601

Dear Sir

NATIONAL RADIOACTIVE MANAGEMENT WASTE FACILITY ACT: PROPOSED ADDITIONAL NOMINATION OF LAND AT MUCKATY STATION

I refer to a letter dated 30 May 2013 from Martin Hoffman, Deputy Secretary, in relation to the above matter.

The letter followed on from the successful visit last April by traditional owners and other Aboriginal persons from across the NLC region to the El Cabil radioactive waste facility in Spain.

The El Cabil visit was an important opportunity for the participants to observe first hand an operating facility, and form their own views on the basis of accurate information regarding scientific and environmental issues.

s45

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In that respect, the typical nature of the proposed development inevitably means there is an increased wish by Aboriginal people in the region to be able to appropriately benefit from it.

s45

BOULBOULA
 PO Box 483
 Boulboulia NT 0821
 Ph: (08) 8971 0000
 Fax: (08) 8975 8742

DEIRU
 PO Box 15
 Deirub NT 0821
 Ph: (08) 8975 8000
 Fax: (08) 8975 8100

KATHERINE
 PO Box 296
 Katherine NT 0851
 Ph: (08) 8971 8089
 Fax: (08) 8972 8110

MURUJI
 PO Box 100
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 Fax: (08) 8975 8000

TERANG CREEK
 PO Box 100
 Terang Creek NT 0821
 Ph: (08) 8975 8000
 Fax: (08) 8975 8000

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As you are aware, the scheduling was given in principle support by the then Coalition Government in 2007, but the timing meant that it could not then be included in the nomination deed (noting that some details were unresolved, including that the land was then owned by a private entity, and the need to involve the Indigenous Land Corporation (ILC) in the matter).

Subsequently the incoming Labor Government gave in principle support to the proposal, and as a first step the land was purchased by the ILC.

The traditional owners also welcomed the Industry Minister's recent commitment to visit Muckaty Station at a convenient time, and look forward to that occurring in the New Year.

The NLC and traditional owners look forward to promptly progressing consultations regarding the proposed additional nomination in 2014.

Yours sincerely


 Ron Levy
Principal Legal Officer



Australian Government
Department of Industry

51 Alinga Road
CANBERRA CITY ACT 2601
3PO Box 1554
Canberra ACT 2601 Australia
Web: www.industry.gov.au
ABN 74 458 600 295

13 January 2014

Dear Mr Levy

**NATIONAL RADIOACTIVE WASTE MANAGEMENT ACT 2012:
PROPOSED ADDITIONAL NOMINATION OF LAND AT MUCKATY STATION**

Thank you for your letter of 19 December 2013 regarding an offer in satisfaction of any Commonwealth compensation liability in relation to the possible acquisition of the additional site at Muckaty Station (the Site).

s45

The Commonwealth is committed to managing Australia's radioactive waste inventory on a volunteer site. Similarly, the Commonwealth is committed to meeting its obligation to pay a reasonable amount of compensation for the acquisition of a volunteer site consistent with the *National Radioactive Waste Management Act 2012* (NRWM Act).

s45

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However, should the Northern Land Council consider that a significant increase to the offer is required, as indicated in your letter of 19 December 2013, it should propose an alternative quantum with justification, noting the requirements of the NRWM Act regarding compensation.

Yours sincerely

Handwritten signature of Michael Sheldrick in black ink.

Michael Sheldrick
General Manager
Uranium, Taxation and Radioactive Waste Management Branch
Resources Division

B13/435

30 May 2013

Mr Wali Wunungmurra
Chairman
Northern Land Council
PO Box 1222
DARWIN NT 0810



Australian Government
Department of Resources,
Energy and Tourism

51 Allara Street, Canberra City ACT 2601
GPO Box 1564, Canberra ACT 2601
Phone (02) 6276 1000
www.ret.gov.au

ABN 46 252 861 927

**NOMINATION PROCESS - NATIONAL RADIOACTIVE WASTE
MANAGEMENT ACT - WITHOUT PREJUDICE**

Dear Mr Wunungmurra

I refer to your letter of 17 October 2012, expressing the support of traditional Aboriginal owners for an additional nomination under the *National Radioactive Waste Management Act 2012*.

Since this time the Northern Land Council (NLC) has held formal consultations with traditional Aboriginal owners, interested Aboriginals, and Aboriginal communities or groups that may be affected by a proposed nomination. These consultations included a visit to ANSTO's research reactor and most recently the NLC's inspection of Spain's El Cabril radioactive waste management facility.

This has provided traditional Aboriginal owners and relevant parties with the opportunity to obtain information on Australia's radioactive waste inventory, broad radioactive waste management practices, and the effect of a potential nomination and the things that might be done on or in relation to nominated land.

The *National Radioactive Waste Management Act 2012* provides that the Commonwealth is liable to pay a reasonable amount of compensation to a party whose rights or interests have been acquired, extinguished or otherwise affected for the purposes of a national radioactive waste management facility.

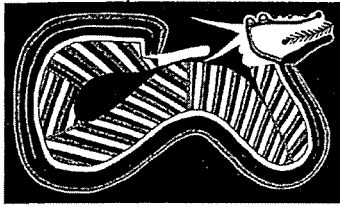
s45

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I would like to thank the NLC for its approach on this issue and look forward to a positive outcome in the near future.

A handwritten signature in black ink, appearing to read 'Martin Hoffman', with a long horizontal flourish extending to the right.

Martin Hoffman
Deputy Secretary



Northern Land Council

ABN 56 327 515 336

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19 December 2013

Mr Michael Sheldrick
Department of Resources, Energy and Tourism
GPO Box 1564
Canberra ACT 2601

Dear Sir

NATIONAL RADIOACTIVE MANAGEMENT WASTE FACILITY ACT: PROPOSED ADDITIONAL NOMINATION OF LAND AT MUCKATY STATION

I refer to a letter dated 30 May 2013 from Martin Hoffman, Deputy Secretary, in relation to the above matter.

The letter followed on from the successful visit last April by traditional owners and other Aboriginal persons from across the NLC region to the El Cabil radioactive waste facility in Spain.

The El Cabil visit was an important opportunity for the participants to observe first hand an operating facility, and form their own views on the basis of accurate information regarding scientific and environmental issues.

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In that respect, the topical nature of the proposed development inevitably means there is an increased wish by Aboriginal people in the region to be able to appropriately benefit from it.

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As you are aware, the scheduling was given in principle support by the then Coalition Government in 2007, but the timing meant that it could not then be included in the nomination deed (noting that some details were unresolved, including that the land was then owned by a private entity, and the need to involve the Indigenous Land Corporation (ILC) in the matter).


Subsequently the incoming Labor Government gave in principle support to the proposal, and as a first step the land was purchased by the ILC.

The traditional owners also welcomed the Industry Minister's recent commitment to visit Muckaty Station at a convenient time, and look forward to that occurring in the New Year.

The NLC and traditional owners look forward to promptly progressing consultations regarding the proposed additional nomination in 2014.

Yours sincerely



 Ron Levy
Principal Legal Officer



COPY

THE HON IAN MACFARLANE MP

MINISTER FOR INDUSTRY

30 SEP 2014

PO BOX 6022
PARLIAMENT HOUSE
CANBERRA ACT 2600

MC14-003263

Mr Joe Morrison
Chief Executive Officer
Northern Land Council
GPO Box 1222
DARWIN NT 0801

Dear Mr Morrison *Joe*

Thank you for your letter of 29 August 2014 concerning the proposed nomination of a site under the *National Radioactive Waste Management Act 2012*.

In my letter to the Northern Land Council (NLC) on 5 September 2014, I advised you of my notice of intent to declare a nationwide nomination process and extended an invitation to comment. I also restated my invitation to bring forward nominations before 30 September 2014.

I note your update on the process for conducting anthropological research and consultation activities and that you will soon provide me with further advice on timing. This process should be used to develop evidence as to whether the site considered for nomination has the consent of all landowners and is free of dispute.

A benefits package can be negotiated and quantified once the details of a nomination have been provided to the Australian Government. This would occur during development of a formal agreement and prior to any acceptance of the nomination. I encourage traditional owners to consider what they would like to see in a benefits package and include this information in any proposal. No action would be taken by the Government on a nomination until a formal agreement is reached.

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I welcome any further update you can provide, as this will assist me in my decision on whether to proceed to a nationwide volunteer process.

Yours sincerely

Ian Macfarlane

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