

Schedule 9 – Ratification Deed

THIS DEED OF RATIFICATION is made on the day of 200

BETWEEN:

THE STATE OF WESTERN AUSTRALIA care of its Office of Native Title, Level 2, 197 St Georges Terrace, Perth, Western Australia (**State**)

and

THE MINISTER FOR LANDS, a body corporate continued under section 7(1) of the *Land Administration Act 1997* (WA), care of 1 Midland Square, Midland, WA, 6936

and

COMMONWEALTH SCIENTIFIC AND INDUSTRIAL RESEARCH ORGANISATION (ABN 41 687 119 230), established by section 8 of the *Science and Industry Research Act 1949* (Cth), of Limestone Avenue, Campbell, ACT 2612 (**CSIRO**)

and

THE COMMONWEALTH OF AUSTRALIA, represented by the Department of Innovation, Industry, Science and Research, of GPO Box 9389 Canberra ACT 2601 (**Commonwealth**)

and

IKE SIMPSON, ROBIN BODDINGTON, RON SIMPSON, CHARLIE SNOWBALL, M.W (name withheld for cultural reasons), DAVID JONES, COLIN HAMLETT, GAVIN EGAN, MACK MOURAMBINE, TIMOTHY SIMPSON, BILL PEARCE, MALCOLM RYAN, NEVILLE MONGOO, GORDON FRASER, ROCHELLE BAUMGARTEN, WILLIAM BAUMGARTEN, PAM MONGOO care of YMAC of 5th Floor, 256 Adelaide Terrace, Perth, WA, 6000 (**WY Claimants**)

and

YAMATJI MARLPA ABORIGINAL CORPORATION, a representative Aboriginal/Torres Strait Islander body recognised under section 203AD of the *Native Title Act 1993* (Cth), of 5th Floor, 256 Adelaide Terrace, Perth, WA, 6000 (**YMAC**)

and

[APPROVED BODY CORPORATE] (ABN [*insert ABN*]) of [*insert address*] (**Approved Body Corporate**)

and

[WY TRUSTEE COMPANY] (ABN [*insert ABN*]) of [*insert address*] (**WY Trustee Company**)

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 Deed.

1.3 Interpretation

This Deed shall be interpreted in accordance with clause 1.2 of the MRO ILUA as if references in clause 1.2 to the MRO ILUA were references to this Deed.

2. Ratification of the MRO ILUA

2.1 Asspf.0011 of the MRights and Liabiliti th/TT4 1 Tf10.98 0 0 10.98 104.94 756.8607 Tm-.033(

from any of the WY Claimant's obligations which accrued, arose or were due to be completed under the MRO ILUA before the date of this Deed;

- (ii) the WY Claimants remain entitled to any right and retain any obligation which accrued, arose or was due to be completed under the MRO ILUA before the date of this Deed;
- (iii) the WY Claimants are not entitled to any right and shall not have any obligation under the MRO ILUA in respect of anything done or not done on or after the date of this Deed other than under clauses 4.2 (WY Claimants' Consent), 6.3 (Recognition of importance of the Project), 19 (Full Compensation), 20 (Indemnity and release) and 27 (Negotiations for SKA Project); and
- (iv) subject to clauses 11.2(d)(ii)(B) and 11.2(d)(ii)(C) of the MRO ILUA, the WY Claimants will not, and are not to be entitled to, bring any claim or action against the Non-Native Title Parties in respect of anything done or not done by the Non-Native Title Parties under the MRO ILUA and the MRO ILUA may be pleaded as a bar to any such proceedings.

2.2 Incorporation of the MRO ILUA

- (a) For the purpose of this clause 2, the terms of the MRO ILUA (which are annexed to this Deed) are, with the exception of clause 30, incorporated by reference into this Deed as if restated in full.
- (b) The parties agree that:
 - (i) references in clauses 4.2 (WY Claimants' Consent), 7 (Independent Consultant), 8 (Approved Body Corporate), 9 (WY Trustee Company), 11 (Ratification), 12 (WY Trusts), 13.2(g) (List of WY Contracting Entities), 19 (Full compensation), 20 (Indemnity and release), 22.3 (Development Activity to which this clause does not apply), 27 (Negotiations for SKA project), 31.1 (Costs), 32 (Deemed consultation

amount is payable by the recipient to the supplier under clause 6.3(a) unless the recipient is entitled to an input tax credit for the taxable supply.

- (d) No party may claim or retain from the other party any amount in relation to a supply made under this Deed for which the first party can obtain an input tax credit or decreasing adjustment.

7. General

7.1 Address of the Approved Body Corporate

For the purpose of the MRO ILUA the address of the Approved Body Corporate to which all Notices must be sent is:

79 0 TD.001 0 7.02 o312 tvbsete Approved Body Corporatename

7.7 Counterparts

This Deed may be executed in any number of counterparts. All counterparts, taken together, will constitute the one instrument. A party may execute this Deed by signing any counterpart.

EXECUTED as a Deed.