

[Insert name of holder of interest in land]

ABN **[insert ABN of holder of interest in land]**

AND

Commonwealth of Australia

represented by the Department of Industry and Science

ABN 74 599 608 295

Licence

(to access land)

Licence Number **[insert Licence number]**

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THIS AGREEMENT is made on the day of 201X

PARTIES

1. [Insert name of holder of interest in land] ABN [insert ABN of holder of interest in land]
 [insert address of holder of interest in the land]

 (Licensor)
2. **Commonwealth of Australia** represented by the **Department of Industry and Science** ABN 74 599 608 295
 10 Binara Street, Canberra ACT 2601

 (Licensee)

BACKGROUND

- A. The Licensor is the holder of an interest in the Land described in Item 1 of the Reference Schedule.
- B. The Licensor has nominated the Land, or part of the Land, as a potential Site under *the National Radioactive Waste Management Act 2012* (Cth) ('the Act') and the Minister has approved the nominated Land as a Site under the Act.
- C. The Licensee has requested that the Licensor permit the Licensee to enter upon and use the Licensed Area for the purposes of assessing the suitability of the Land as a Site appropriate for a Facility under the Act.
- D. The Licensor has agreed to licence the Licensed Area to the Licensee in accordance with the terms set out in this Licence.

REFERENCE SCHEDULE

Item 1

Commencement Date

The commencement date is [insert commencement date]

Item 2

Expiry Date

[insert expiry date]

Item 3

Option to Extend

The term of the Licence may be extended by the Licensee exercising an option to extend for (2) two periods each being [5] years in duration:

Option 1 to extend the term of the Licence for a further term of five (5) years, commencing on the day after the Expiry Date; and

Option 2 to extend the term of the Licence for a further term of five (5) years commencing on the day after the expiry date of the Licence as extended by the Licensee's exercise of Option 1.

Item 4

Licence Fee

\$ [insert] (exclusive of GST) per annum [payable by monthly instalments of \$ [insert] (exclusive of GST) per month.

Item 5

Licence Fee Commencement Date

The Commencement Date. [Or insert other date]

Item 6

Permitted Use

- (a) anything necessary for or incidental to the purposes of assessing if the Site is suitable to construct and operate a Facility, as specified in section 11 of the Act, including (but not limited to):
 - (i) gain access to and enter the Site and drive vehicles or fly aircraft to and from the Site;
 - (ii) in order to drive vehicles to and from the Site—use existing roads or construct roads on, or grade, land,
 - (iii) construct or rehabilitate bores;
 - (iv) operate drilling equipment;
 - (v) extract water;
 - (vi) collect samples of flora and fauna;
 - (vii) place monitoring equipment (including meteorological and hydrological measuring equipment);
 - (viii) build structures to protect bores, monitoring equipment or other things;
 - (ix) move or extract sand, gravel, soil, mineral and rock samples;
 - (x) conduct seismic or geological investigations;
 - (xi) conduct archaeological or heritage investigations; and
 - (xii) clear vegetation; and
- (b) anything necessary for the purposes of valuing the Site and determining what compensation may be payable in accordance with the Act.

Item 7

Licensor's address for service

Address: [insert]
Email: [insert]
Facsimile: [insert]
Attention: [insert]

Licensee's address for service

Address: Industry House, 10 Binara Street, Canberra
ACT 2601

Facsimile: [insert]

Email: [insert email address for notices]

Attention: [insert industry contact and telephone
number]

DRAFT

OPERATIVE CLAUSES

2 INTERPRETATION

2.1 Definitions

The following words have these meanings unless the contrary intention appears.

Authority means any federal, state or local government, government or semi-governmental, statutory, judicial, administrative or public person, instrumentality, department, commission or body charged with the administration of the Law.

Act means the *National Radioactive Waste Management Act 2012* (Cth).

Commencement Date means the date specified in Item 1.

Controlled material has the meaning given to it in the Act.

Corporations Act means the *Corporations Act 2001* (Cth).

Dealing includes any sale, transfer, assignment, sub-licensing, vestment, gifting, encumbrance, or mortgage.

Expiry Date means:

- (a) the date specified in Item 2; or
- (b) if an option to extend is exercised, the expiry date of that option to extend; or
- (c) any earlier date upon which this Licence is terminated in accordance with the terms of this Licence.

Facility means a facility for the management of controlled material generated, possessed or controlled by the Commonwealth or a Commonwealth entity in accordance with the Act.

GST means any consumption tax imposed by government which operates during the Term or any renewal or holding over period and includes (without limitation) a goods and services tax, a broad-based consumption or indirect tax and value-added tax.

GST Law means any law introducing, relating to or in furtherance of a GST.

Input Tax Credit means in relation to a supply, a credit under the GST Law for the GST payable by the recipient in respect of the supply.

Item means an item in the Reference Schedule.

Land means [insert the relevant land to which the Licensor has an interest] as depicted in the plan in Schedule 1 to this Licence.

Law includes:

- (a) the provisions of a statute, rule, regulation, proclamation, ordinance or bylaw, present or future, whether state, territory, federal or otherwise; and
- (b) a requirement, notice, order or direction received from or given by a statutory, public or other competent authority.

Licence means this agreement and includes any annexures or schedules to it.

Licensed Area means [insert a description of the area that is to be subject to the licence] as depicted on the plan in Schedule 2 to this Licence.

Licence Fee means the licence fee set out at item 4 of this Licence.

Licence Fee Day means the Licence Fee Commencement Date and the first day of each named month.

Licence Fee Commencement Date means the date specified in Item 5.

Licensee's Property means all property on or in the Licensed Area which is not Licensor's Property or plant, equipment or fixtures belonging to someone else associated with the Services.

Licensor's Property means all plant, equipment, building, fixtures, fittings, and other property of the Licensor on the Land.

Minister's Declaration means the declaration made by the Minister under section 14 of the Act that the Site be selected as the site for the Facility.

Permitted Use means the use specified in Item 6.

Services means the services (including water, sewerage, drainage, gas, electricity and communications) to or of the Land or any premises in it provided by Authorities, the Licensor or any other person authorised by the Licensor, and includes all plant and equipment in connection with those services.

Site means the Land or part of the Land, nominated by the Licensor and approved by the Minister under section 9 of the Act, and which forms part of or all of the Licensed Area.

Tax Invoice means an invoice for the supply required by the GST Law to support a claim by the recipient for an Input Tax Credit for the GST on the supply.

Term means the term of this Licence commencing on the Commencement Date and ending on the Expiry Date.

2.2 Interpretation

Unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) 'person' includes a firm, a body corporate, an unincorporated association or an authority;
- (c) a reference to:
 - (i) a person includes the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
 - (ii) a document includes any variation or replacement of it;
 - (iii) a law includes regulations and other instruments under it and amendments or replacements of any of them;
 - (iv) a thing includes the whole and each part of it;

- (v) a group of persons includes all of them collectively, any two or more of them collectively and each of them individually; and
- (vi) the president of a body or authority includes any person acting in that capacity; and
- (d) 'include' (in any form) or 'such as' when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar class.

3 ACKNOWLEDGEMENT OF POTENTIAL ACQUISITION

3.1 Licensor acknowledgements

- (a) The Licensor acknowledges that the purpose of this Licence is to enable the Licensee to assess the suitability of the Site as a Facility for the purposes of the Act, and after that assessment:
 - (i) the Minister's Declaration may be made and that Minister's Declaration may specify all or some of the rights or interests in the Site including the Licensor's interest in the Land are selected; and
 - (ii) where such a declaration is made, the Licensor's rights and interests in the Site will be acquired by the Commonwealth or extinguished in accordance with the Act; and
 - (iii) if the Licensor's rights or interests are acquired, or otherwise affected under the Act, the Licensor and the Licensee will be liable to pay the Licensor a reasonable amount of compensation to be agreed or determined in accordance with the Act.
- (b) The Licensor acknowledges that, at the Commencement Date, the Licensee does not know whether a Minister's Declaration will be made or if it is to be made, the timing of the Minister's Declaration. The Licensor further acknowledges that such details may not be available until after the end of the initial Term.

3.2 Licensee acknowledgement

The Licensee acknowledges that before the Minister's Declaration is made, the Licensor must be notified of the proposed declaration and invited to comment on it and the Minister must take into account relevant comments, in accordance with section 18 of the Act.

3.3 Compensation

The parties confirm that for the purposes of determining 'reasonable compensation' under the Act, the following formula will be used:

[to be inserted]

4 GRANT OF LICENCE

The Licensor agrees to grant a licence of the Licensed Area to the Licensee for the Term (unless terminated earlier in accordance with this Licence) in accordance with the terms of this Licence.

5 USE

Permitted Use

The Licensee must use the Licensed Area only for the Permitted Use.

6 LICENCE FEE

6.1 Instalments

The Licensee must pay the Licence Fee in equal monthly instalments to the Licensor in advance on each Licence Fee Day.

6.2 Pro rata

If an instalment under clause 6.1 is for a period of less than one month, then that instalment will be an amount equal to Licence Fee divided by 365 (or 366 in the case of a leap year) and multiplied by the number of days in the period.

6.3 Review

The Licence Fee will be reviewed in the following matter:

[to be confirmed]

7 PAYMENT REQUIREMENTS

The Licensee must make payments under this Licence to the Licensor (or to a person nominated by the Licensor in a notice to the Licensee) by Electronic Funds Transfer (EFT) or as otherwise directed by the Licensor without set-off, counterclaim, withholding or deduction.

8 INSURANCE EVENT

- (a) The Licensee confirms that it has current insurance with Comcover for public liability in respect of the Licensed Area for \$20 million.
- (b) The Licensor must, promptly after request from the Licensee, provide a copy of the Licensor's certificates of currency of insurance to the Licensee.
- (c) The Licensee must notify the Licensor immediately if he or she becomes aware of an act that is inconsistent with the Permitted Use and may result in an increase the Licensor's insurance policy premium having occurred (by the Licensee) or an event occurs which may allow a claim or affect rights under an insurance policy in connection with the Licensed Area or property on the Licensed Area.

9 RELEASE AND INDEMNITY

9.1 Release

The Licensee releases the Licensor from, and agrees that the Licensor is not liable for any liability or loss arising from, and cost incurred in connection with the Licence for:

- (a) damage, loss, injury or death to the extent caused by the wrongful act or omission or negligence or default of the Licensee (or its employees, agents or contractors);
- (b) anything the Licensor is permitted or required to do under this Licence, provided it is done with due skill and care.

9.2 Indemnity

- (a) The Licensee indemnifies the Licensor against any liability or loss relating to death or injury to any person, damage to property or other loss, expense or damage incurred by the Licensor if the Licensee or the Licensee's employees, agents or contractors default in the performance of this Licence or are negligent. The Licensee's liability to indemnify the Licensor will be reduced to the extent that the Licensor or the Licensor's employees, agents or contractors contributed to the liability or loss.
- (b) The Licensee's liability to indemnify the Licensor under clause 9.2(a) will not exceed \$[INSERT]. For the avoidance of doubt, the limit in this clause 9.2(b) applies only to the Licensee's liability to indemnify the Licensor under clause 9.2(a) and does not limit or restrict the Licensor's right independently of the indemnity in this clause 9.2(b) to recover damages from the Licensee for breach of this Licence or for negligence.

10 LICENSEE'S ADDITIONAL OBLIGATIONS

10.1 Licensee's obligations

The Licensee must:

- (a) Subject to sections 12 and 13 of the Act comply with all Laws and the requirements of authorities in connection with the Licensed Area, the Licensee's Property and the Licensee's use or occupation of the Licensed Area (including obtaining all permits);
- (b) inform the Licensor of damage to the Licensor's Property or the Licensed Area;
- (c) take all reasonable steps to avoid causing damage, loss, injury or death by its activities on the Licensed Area, including but not limited to:
 - (i) displaying warning or danger notices when any hazardous activities are undertaken or hazardous situations are created;
 - (ii) erecting safety fencing around areas where hazardous machinery is in use or stored or hazardous situations exist; and
 - (iii) securely covering or fencing off all unattended earthworks, such as trenches or bore holes;
- (d) avoid obstructing any existing users of the Land; and

- (e) promptly, when asked by the Licensor, do everything necessary for the Licensee to do to enable the Licensor to exercise its rights under this Licence.

10.2 Licensee's restrictions

The Licensee must not:

- (a) permit the Licensed Area or any part of it to be or become a hazard or danger to the safety of the occupants or users of the Land, including the Licensor and members of the public;
- (b) alter or remove the Licensor's Property from the Licensed Area or the Land.

11 DEALINGS WITH THE LAND AND LICENSED AREA

11.1 Licensee's obligations

The Licensee must not engage in any Dealing with this Licence. .

11.2 Licensor's obligations

- (a) The Licensor must not engage in any Dealing with this Licence or its interest in the Land without the Licensee's prior written consent, which shall not be unreasonably withheld or delayed, but may be given subject to reasonable conditions, to protect its rights under this Licence or the Act.
- (b) The Licensor acknowledges and agrees that the Licensee can, at any time, lodge a caveat over the Land to notify that the Land contains a Site, over which a declaration pursuant to section 14 of the Act may be made, and/or that the Licensee holds this Licence.
- (c) The Licensor cannot object to, or seek the withdrawal of, any caveat lodged by the Licensee under clause 11.2(b) or make any claim for compensation relating to any damage suffered or loss arising from a caveat lodged by the Licensee pursuant to clause 11.2(b).

12 LICENSOR'S ADDITIONAL OBLIGATIONS AND RIGHTS

12.1 Licensee's rights of use

Subject to the Licensor's rights, while the Licensee complies with its obligations under this Licence, it may enter upon and use the Licensed Area for the Permitted Use during the Term without interference by the Licensor.

12.2 Licensor's ongoing rights

The Licensor may undertake the following activities provided the Licensor provides at least 10 business days prior written notice to the Licensee:

- (a) carry out any works on the Land, provided the Licensor takes reasonable steps (except in emergencies) to minimise interference with the Licensed Area;
- (b) use, maintain, repair, alter, and add to Services to or in the Licensed Area if (except in emergencies) the Licensor takes reasonable steps to minimise interference with the Licensee's activities.

12.3 Licensee's obligation to minimise damage

The Licensee must, in accordance with section 11(4) of the Act:

- (a) take all reasonable steps to ensure that its use of the Licensed Area causes as little detriment and inconvenience, and does as little damage, as is practicable to the Licensed Area and to anything on, or growing or living on, the Licensed Area;
- (b) at the expiry or earlier termination of this Licence, leave the Licensed Area, as nearly as practicable, in the condition in which it was immediately before any use of the Land by the Licensee.

The Licensor may, after giving 30 days written notice, do anything which the Licensee should have done under this clause 12.3 and failed to do, and any reasonable costs incurred by the Licensor will be recoverable from the Licensee.

12.4 Agents

The Licensor may appoint agents or others to exercise any of its rights or perform any of its duties under this Licence, provided that the Licensor notifies the Licensee of such appointment and provided that communications from the Licensor override those from the agents or others if they are inconsistent.

12.5 Other licences

If there are other tenancies or licences over the Licensed Area, the Licensor must, at its expense, make satisfactory arrangements so that the Licensee's use of the Licensed Area is not hindered or prevented by the other lessees or licensees.

12.6 Licensor's general obligations

The Licensor must:

- (a) during the Term, pay all rates, levies, charges and taxes imposed on the Land as and when they become payable;
- (b) keep and maintain any buildings, erections, dams, wells, windmills, pumps, piping, sheds, gates, fences, contour banks, roads and other improvements that are on the Land outside of the Licensed Area in good and substantial repair and condition; and
- (c) adopt and carry out all proper measures and precautions against the outbreak and spread of fires upon or onto or from the property.

12.7 Licensor warranty

- (a) The Licensor warrants that, at the Commencement Date:
 - (i) there is no pending action, suit, claim, dispute or other proceeding either at law or in equity affecting the Land or the Licensor's interest in the Land, and the Licensor is (after making due inquiry) unaware of any potential action, suit, claim, dispute or other proceeding; and
 - (ii) to the Licensor's knowledge (after making due and diligent inquiry) there is no contamination on the Land.

- (b) The Licensor must, promptly after becoming aware of a potential action, suit, claim, dispute or other proceeding affecting the Land, or actual or potential contamination on the Land, notify the Licensee of the same.

13 MORTGAGEE CONSENT

If the Land is subject to a mortgage, charge or other encumbrance, then the Licensor must, at its cost, obtain the written consent to this Licence from the mortgagee, chargee or encumbrancee. The Licensor must, promptly after request, provide a copy of such consent to the Licensee.

14 OPTION TO EXTEND THE LICENCE

14.1 Licensee's right

The term of the Licence may be extended by the Licensee for further periods specified in Item 3 (each an Option Period) on the terms and conditions then in effect by giving notice to the Licensor. Such notice must be in writing and given to the Licensor at least 30 days prior to the Expiry Date.

14.2 Terms of extended licence

The extended licence will be on the same conditions except that:

- (a) the Commencement Date to be specified in Item 1 will be the day after the Expiry Date;
- (b) the Expiry Date to be specified in Item 2 of the extended licence will be the day on which the period identified as 'Option 1' expires measured from the date being the Commencement Date of the extended licence;
- (c) Item 3 in the extended licence will be deleted and replaced with:
The term of the Licence may be extended by the Licensee exercising an option to extend for 1 (one) period being 5 (five) years in duration
- (d) the Licence Fee to be specified in Item 4 of the extended licence will be determined in accordance with clause 6.3;
- (e) the Licence Fee Commencement Date to be specified in Item 5 of the extended licence will be the Commencement Date of the extended licence; and
- (f) the extended licence will contain any other variations agreed by the parties during the term of this this Licence.

If the Licensee exercises option 2 for a second extended licence, then this clause 14 and option 2 in Item 3 will be deleted.

15 CONFIDENTIALITY

- 15.1 The Licensor agrees to keep the terms of this Licence confidential and not share it with any third party.

16 EXPIRY OR TERMINATION

- 16.1 Licensee to vacate

The Licensee must vacate the Licensed Area on the Expiry Date.

16.2 Removal of Licensee's Property

The Licensee must remove all of the Licensee's Property from the Licensed Area by the Expiry Date.

16.3 Termination for convenience

- (a) The Licensee may, at any time, by providing written notice to the Licensor, terminate this Licence or reduce the term of the Licence, including for machinery of government change, if the Site is found unsuitable to be a site on which to construct or operate a Facility, or if the Site is not declared as a Facility by the Minister pursuant to section 14 of the Act.
- (b) If the Licence is terminated under clause 16.3(a) the Licensee is only liable for payments to the Licensor before the effective date of termination, and any reasonable cost actually incurred by the Licensor which are directly attributable to the termination.

17 DEFAULT

17.1 Essential terms

Each obligation of the Licensee to pay money and its obligations under clauses 6 and 7 are essential terms of this Licence.

17.2 Licensor's right to terminate

The Licensor may terminate this Licence by giving the Licensee a termination notice if the Licensee:

- (a) repudiates its obligations under this Licence;
- (b) does not comply with an essential term of this Licence; or
- (c) does not comply with an obligation under this Licence (which is not an essential term) and, in the Licensor's reasonable opinion:
 - (i) the non-compliance can be remedied, but the Licensee does not remedy it within 60 days after the Licensor gives the Licensee notice to remedy it;
 - (ii) the non-compliance cannot be remedied or compensated for; or
 - (iii) the non-compliance cannot be remedied but the Licensor can be compensated and the Licensee does not pay the Licensor compensation for the breach within a reasonable time after the Licensor gives the Licensee notice to pay it.

17.3 Licensee's right to terminate

The Licensee may terminate this Licence by giving the Licensor a termination notice if:

- (a) the Licensor is in breach of its obligations under clauses 11.2, 12.7(b) or 13;
- (b) the Licensor is a company and:

- (i) is or becomes unable to pay its debts when they fall due, or is or becomes unable to pay its debts within the meaning of the Corporations Act; or is presumed to be insolvent under the Corporations Act;
 - (ii) an application or order is made for the winding-up or dissolution of the Licensor or a resolution is passed or any steps are taken to pass a resolution for the winding-up or dissolution of the Licensor or to place it under administration;
 - (iii) it enters into or resolves to enter into any arrangement, composition or compromise with, or assignment for the benefit of its creditors or any class of them;
 - (iv) a receiver, receiver and manager, provisional liquidator, trustee, administrator or similar official is appointed, or steps are taken for such an appointment, over any of the assets or undertaking of the Licensor; or
 - (v) it enters into or resolves to enter into any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them; or
- (c) the Licensor is an individual and:
- (i) dies or becomes mentally ill;
 - (ii) does not have full legal capacity;
 - (iii) is declared bankrupt; or
 - (iv) enters into any scheme with or makes any assignment of his estate for the benefit of any of his creditors.

Where the Licensee terminates this Licence, its responsibility to pay the Licence Fee and any other amounts owing to the Licensor, will cease from the date of the Licensee's termination notice.

18 COSTS

Each party must pay its own legal expenses with respect to the negotiation, preparation and execution of this Licence.

19 NOTICES

19.1 Notice requirements

A notice or approval:

- (a) must be in writing and signed by:
 - (i) an authorised officer of the sender;
 - (ii) the sender's representative designated in Item 7;
 - (iii) the sender's solicitor; or

- (iv) the sender's authorised agent as notified to the other party under this Licence; and
- (b) must be left at the address, sent by prepaid post, or sent to the email address or facsimile number of the party specified in Item 7, as varied by notice; and
- (c) must be marked to the attention of the representative of the party in Item 7, or as varied by notice..

19.2 When a notice is considered given and received

A notice give in accordance with clause 19.1 takes effect when received (or such later time specified in the notice) and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, two Business Days after the date of posting (or five Business Days after the date of posting if posted to or from outside Australia);
- (c) if sent by facsimile, is taken to be given on the next business day after it is sent unless the sender is aware that transmission is impaired; and
- (d) if sent by email, communications are taken to be received at the time shown in the 'Confirmation of delivery' receipt as the time the whole email was sent.

20 GST

20.1 GST exclusive

Unless expressly stated, the Licence Fee and any other amount referred to under this Licence is exclusive of any GST payable under this Licence.

20.2 Licensee to pay GST on taxable supply under Licence

Any amount payable by a party under this Licence, in respect of a supply by the other party which is a taxable supply under the GST Law represents the GST exclusive value of the supply and the recipient of the supply must, in addition, pay to the supplier the GST payable in respect of the supply.

20.3 Licensor to provide tax invoice

A party's obligation, under clause 20.2 to pay the GST on a taxable supply to it by the other party, arises on the delivery by the supplier of a Tax Invoice for the supply that:

- (a) meets the requirements of a tax invoice as set out in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and in a form approved by the Licensee that includes:
 - (i) the licence number;
 - (ii) description of the Land and Licensed Area;

- (iii) the amount to be paid by the Licensee together with any substantiating material required;
 - (iv) the name of the Licensee Representative; and
 - (v) such other information as the Licensee requires; and
- (b) is submitted to:
[insert position and name of the Commonwealth's representative]
Department of Industry and Science
[insert postal address and email address (if applicable)]

21 MISCELLANEOUS

21.1 Waiver and variation

- (a) A provision of, or a right under, this Licence may not be waived or varied except if it is agreed to in writing and signed by both parties.
- (b) If the Licensor:
 - (i) accepts the Licence Fee or other money under this Licence (before or after termination);
 - (ii) does not exercise or delays exercising any right under clause 16;
 - (iii) gives any concession to the Licensee; or
 - (iv) attempts to mitigate its loss,it is not a waiver of any breach of the Licensor's rights under this Licence.
- (c) An attempt by the Licensor to mitigate its loss under this Licence is not a surrender of this Licence.

21.2 Prior breaches

Expiry or termination of this Licence does not affect any rights in connection with a breach of this Licence before then.

21.3 Counterparts

This Licence may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument.

[NOTE: AMENDMENT TO THIS LICENCE MAY BE REQUIRED TO ACCOMMODATE SITE SPECIFIC FEATURES OR LOCAL LEGISLATIVE REQUIREMENTS. THESE CAN ONLY BE CONFIRMED ONCE THE SITES HAVE BEEN SELECTED AND THE RELEVANT FEATURES IDENTIFIED.]

EXECUTED AS AN AGREEMENT

LICENSOR

[insert appropriate execution block, based on the below.]

[Where the Licensor is an individual]

Executed by #[Insert name of signatory]#
in the presence of:

Signature of witness

Signature of #[Insert name of signatory]#

Full name of witness (print)

Address of witness (print)

[Where the Licensor is a company with multiple officers]

Executed by #[Insert company name]#
ACN #[Insert ACN]# in accordance with
section 127(1) of the *Corporations Act*
2001 (Cth) by:

Signature of Director

Signature of Director/Company Secretary

Full name (print)

Full name (print)

[Where the Licensor is a company with a single director who is a company secretary]

Executed by #[*Insert company name*]#
ACN #[*Insert ACN*]# in accordance with
section 127(1) of the *Corporations Act*
2001 (Cth) by:

Signature of sole Director and sole
Company Secretary

Full name (print)

[Where the Licensor is a company and the signatory signs under a registered power of attorney]

Executed for and on behalf of #[*Insert
name of company*]# ACN #[*Insert ACN*]#
by its attorney #[*Insert full name of
attorney*]# under power of attorney
dated #[*Insert date*]#, registered
number #[*Insert registration no.*]#, in the
presence of:

Signature of witness

Signature of attorney

Full name of witness (print)

By executing this agreement the attorney
states that the attorney has not received
notice of revocation of the power of
attorney at the date of executing this
agreement.

Address of witness (print)

[Where the Licensor is a State/Territory government]

Signed for and on behalf of the
#[State/Territory]# as represented by
#[Insert department/agency name]#
ABN #[Insert]#

by its duly authorised delegate in the
presence of:

Signature of delegate

Signature of Witness

Name of delegate (print)

Name of Witness

Position of delegate (print)

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LICENSEE

Signed for and on behalf of the
**Commonwealth of Australia as
represented by the Department of
Industry and Science
ABN 74 599 608 295**

by its duly authorised delegate in the
presence of:

Signature of delegate

Signature of Witness

Name of delegate (print)

Name of Witness

Position of delegate (print)

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SCHEDULE 1 – LAND

[INSERT PLAN OF THE LAND]

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SCHEDULE 2 – LICENSED AREA

[INSERT PLAN OF LICENSED AREA ON THE LAND, INCLUDING ANY ACCESS ROUTES, AND SEPARATELY IDENTIFYING THE BOUNDARIES OF THE SITE]

DRAFT