

TRIPARTITE DEED

(Regarding the grant of the Interest {enter title type & number})

BETWEEN

**The Native Title Applicants on behalf of
The Native Title Claim Group**

AND

The Land Council

AND

The Grantee

AND

The Northern Territory of Australia

WHEREAS:

- A. The Grantee Party has made application to the Government Party for the grant to it of the Interest.
- B. The Government Party gave notice of its intention to grant the interest in accordance with Section 29 of the *Native Title Act* on the Notification Day as identified in Item 8 of the Schedule.
- C. The Native Title Party has lodged the Native Title Determination Application, and the Land Council is a representative Aboriginal/Torres Strait Islander body which holds instructions to represent the Native Title Party in respect of the matters contained in this Deed.
- D. The parties have negotiated in good faith in accordance with Subdivision P of Division 3 of Part 2 of the *Native Title Act* in respect of the grant of the Interest, and have reached an agreement of the kind mentioned in Section 31(1)(b) of the *Native Title Act* to enable the valid grant of the Interest.
- E. This Deed records the terms of the agreement between the parties, and it is intended that it be given to the National Native Title Tribunal in accordance with section 41A(1)(a) of the *Native Title Act*. Further, it is intended that the Commonwealth Attorney General be advised in writing of the making of the agreement pursuant to section 41A(1)(b) of the *Native Title Act*.

NOW THIS AGREEMENT WITNESSES as follows:

Interpretation

- 1. In this Deed, unless the contrary intention appears:
 - “ancillary agreement” means an agreement between the Grantee Party, the Native Title Applicants and the Land Council with respect to the grant of the Interest.
 - “authorised” “future act”, “Native Title Claim Group”, “Register of Native Title Claims”, “National Native Title Tribunal”, “Native Title Rights and Interests”, “Non-extinguishment Principle”, “Notification Day” and “registered native title claimant” have the same meanings as in the *Native Title Act*.
 - “Interest” means the grant, renewal, regrant, remaking or extension of the term of the proposed interest as described in Item 6 of the Schedule and includes any other interest granted in whole or partial substitution therefore.
 - “NT Legislation” means the legislation in force in the NT as specified in Item 7 of the Schedule.
 - “*Native Title Act*” means the *Native Title Act* 1993 (Cth) (as amended).
 - “Native Title Applicants” means the registered native title claimants in respect of the Native title Determination Application specified in Item 3 of the Schedule (i.e. those persons whose names appear on the Register of Native Title Claims as the applicant in relation to the Native Title Determination Application);
 - “Native Title Determination Application” means the application (and any application made in supplementation of or in substitution for) made by the Native Title Party under Part 3 of the *Native Title Act* for the determination of native title in relation to the land and bearing the Federal Court of Australia Matter Number as specified in Item 3 of the Schedule.
 - “the land” means the land and waters the subject of the Interest.
 - “Security” has the same meaning pursuant to the NT legislation.
- 2. In this Deed, unless the contrary intention appears:

- (a) the word "person" includes a firm, body corporate, statutory corporation, an unincorporated association or an authority and a reference to gender includes each other gender;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including but not limited to persons taking by novation) and assigns;
- (d) an agreement, representation or warranty on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally;
- (e) a reference to anything is a reference to the whole or any part of it and reference to a group of persons is a reference to any one or more of them; and
- (f) any schedules attached to this Deed form part of the Deed and should be read with the Deed.

Authority to Enter into Deed

- 3. (a) The Native Title Applicants covenant that all necessary authorisations required to enter this Deed have been obtained and that the terms of this Deed are valid and enforceable against the all persons in the Native Title Claim Group.
- (b) The Land Council covenants that it has consulted with the Native Title Party, as a group, and to the best of its knowledge, skill and belief is satisfied that the covenants of the Native Title Applicants contained in Clause 3(a) hereof are true and accurate and have been made in accordance with particular processes of decision making that, under the Aboriginal tradition, are appropriate to the Native Title Claim Group.

Agreement to Grant of Tenement, etc.

- 4. The Native Title Party:
 - (a) agrees to the grant of the Interest and to the Grantee Party exercising its rights and discharging its obligations under the Interest;
 - (b) agrees to any renewal of the Interest in accordance with the NT legislation whether granted over all or part of the land; and
 - (c) acknowledges that this Deed is an agreement of the kind mentioned in Sections 28(1)(f) and 31(1)(b) of the *Native Title Act*.

Lodgement with National Native Title Tribunal and Advice to Commonwealth Minister

- 5. The Government Party is authorised on behalf of all of the parties to give a copy of this Deed to the National Native Title Tribunal pursuant to Section 41A(1)(a) of the *Native Title Act* and to advise the Commonwealth Attorney-General in writing of the making of the terms of this Deed pursuant to section 41A(1)(b) of the *Native Title Act*.

Compensation to be set off

6. (a) This clause 6 applies if the Native Title Claim Group or any member of the Native Title Claim Group:
- (i) receives or is entitled to receive from the Grantee Party or any other person any compensation, benefit or consideration ("compensation entitlement") whether under any ancillary agreement or otherwise; and
 - (ii) makes any claim for compensation, damages or other relief whatsoever against the Government Party or any office or agency of the Government Party or any other party ("compensation claim")
- in connection with the grant of the Interest including its renewal and/or the Grantee Party exercising its rights or discharging its obligations which take place on the land and pursuant to the Interest and its claimed effect on any native title rights of the Native Title Claim Group or any member of the Native Title Claim Group, whether the compensation claim arises under the *Native Title Act* or the NT legislation.
- (b) The Native Title Party agrees that a compensation entitlement referred to in (a) is to be taken into account in determining any compensation claim with respect to the grant of the Interest and is to be set off against such claim whether that claim is determined by agreement of the parties or by the National Native Title Tribunal or a Court or other Tribunal or body having jurisdiction or power to make a determination in relation to the compensation claim.
- (c) The Native Title Party, the Land Council and the Grantee Party agree that at the request of the Government Party they:
- (i) will provide full particulars, including a statement of account, of the compensation entitlement; and
 - (ii) produce for inspection and copying any document relating to the compensation entitlement including without limitation any ancillary agreement.
- (d) The Grantee Party agrees that it will fully indemnify the Government Party in respect of any compensation claim made by the Native Title Party against the Government Party arising from or related to the grant of the Interest its renewal and/or the exercise of rights or conduct of operations thereunder.

Government Party not liable for Ancillary Agreement

7. The Native Title Party, the Land Council and the Grantee Party acknowledge and agree that neither the Government Party nor its officers, employees or agents have any obligations or liability whatsoever in connection with the rights and obligations of the Native Title Party, the Land Council or the Grantee Party under any ancillary agreement made in relation to the grant of the Interest.

Deed and Ancillary Agreement not conditions of grant

8. The provisions of this Deed and of any ancillary agreement made in relation to the grant of the Interest are not conditions of the grant of the Interest under the provisions of the NT legislation.

Deed Prevails

9. The Grantee Party, the Land Council and the Native Title Party agree that the provisions of this Deed prevail over the provisions of any ancillary agreement made between them in relation to the grant of the Interest to the extent of any inconsistency.

No Acknowledgment of Native Title

10. By entering into this Deed the Government Party and the Grantee Party do not acknowledge the existence of native title to the land.

Effect upon Native Title Rights

- 11 (a) Except as it is provided for in, and to the extent necessary to give effect to, this Deed, the Native Title Rights and Interests (if any) are not affected by:
- (i) This Deed;
 - (ii) The grant of the Interest and any renewal of the Interest over all or such part of the land in accordance with the NT legislation; and
- (b) The Non-extinguishment principle applies to each of the Future Acts referred to in this Deed, including the grant of the Interest.

Rehabilitation

12. (a) The Grantee Party and the Government Party acknowledge that the Grantee Party may be required to provide the Government Party with a Security for compliance with the NT legislation and conditions of title, including requirements in relation to environmental rehabilitation.
- (b) In so far as the Grantee Party does not fulfil its obligations in relation to rehabilitation of the land the Government Party will use such amount of the Security (if any) in accordance with the provisions of the NT legislation including to facilitate completion of the Grantee Party's obligations and duties under the NT legislation.
- (c) The Government Party agrees to consult with and consider the views of the Land Council and the Native Title Party in relation to any rehabilitation of the land undertaken by the Government Party.
- (d) The Government Party will give due consideration to the reasonable requests of the Land Council and the Native Title Party to ensure the Grantee Party's performance of its obligations under the Interest and the NT legislation in relation to rehabilitation of the land.

Assignment

13. Subject to the terms of the NT legislation, the Grantee Party may assign its rights and obligations under this Deed to any assignee of the Interest, and the assignee shall thereupon be considered to be the Grantee Party for the purposes of this Deed.

General

14. (a) Each Party agrees, at its own expense, on the request of another Party, to do everything reasonably necessary to give effect to this Deed and the matters contemplated by it.
- (b) Each Party will pay its own legal and other costs and expenses in connection with the preparation and completion of this Deed, other than any stamp duty that may be payable. The Grantee Party shall pay all stamp duty (including any applicable fines or penalties) payable on or in respect of this Deed.
- (c) This Deed is governed by the law in force in the Northern Territory.

IN WITNESS WHEREOF the parties hereto have hereunder set their hands the day and year hereinbefore written.

SIGNED SEALED and DELIVERED)
by)

{Insert name of Native Title Applicant}

Signature
Date:

in the presence of:

.....
Print name of Witness

Signature of Witness
Date:

{Insert name of Native Title Applicant if more than One}

Signature
Date:

in the presence of:

.....
Print name of Witness

Signature of Witness
Date:

with respect to Native Title Determination
Application **insert DXXX/XX, DCXX**

SIGNED SEALED AND DELIVERED)
by)

{Insert NT Applicant name}
Repeat for any additional Groups

Signature
Date:

in the presence of:

.....
Print name of Witness

Signature of Witness
Date:

With respect to Native Title Determination
Application insert **DXXX/XX; DCXX**

Signature
Date:

The Common Seal of the insert **X**
LAND COUNCIL was here unto affixed)
in the presence of:)

.....
Print name of Chairman

Signature
Date:

.....
Print name of Member

Signature
Date:

.....
Print name of Member

Signature
Date:

.....
Print name of Witness

Signature
Date:

{Insert name of Grantee}
Applicant Company

**Executed in accordance with section 127
of the Corporations Law by**

.....
Name of Director:

Signature of Director
Date:

.....
Print name of Witness

Signature of Witness
Date:

.....
Print Name of Director/Secretary:

Signature of Director/Secretary
Date:

.....
Print name of Witness

Signature of Witness
Date:

OR

.....
Name of Grantee:

Signature of Grantee
Date:

.....
Print name of Witness

Signature of Witness
Date:

SIGNED by)
Print name)
for and on behalf of the **NORTHERN**)
TERRITORY OF AUSTRALIA pursuant)
to a delegation under the *Contracts Act*)
in the presence of:)

Signature
Date:

.....
Print name of Witness

Signature of Witness
Date:

SCHEDULE

Item	Subject	Description
1.	Native Title Applicants	a. Insert name b. Insert name c. Insert name
2.	Native Title Determination Application on behalf of	a. Insert Peoples or Groups b. Insert Peoples or Groups c. Insert Peoples or Groups
3.	Native Title Determination Application Federal Court Reference Number	a. NTDXX/XXXX b. NTDXX/XXXX c. NTDXX/XXXX
4.	Land Council	Insert Land Council (ABN XX XXX XXX XXX)
5.	Land Council Principal Administrative Office	Insert Address
6.	Interest	Insert Tenement number
7.	NT legislation	Insert Mineral Titles Act & Mining Management Act for tenements or Petroleum Act
8.	Notification Day	Insert Date
9.	Grantee Name	Insert Name (A.C.N. XXX XXX XXX)
10.	Grantee's Registered Office	Insert
11.	Grantee's address for service	Insert