



Australia's National
Science Agency

Inyarrimanha Ilgari Bundara The CSIRO Murchison Radio-astronomy Observatory

Aboriginal Heritage Protocol

Preservation of Aboriginal Cultural Heritage

MROSE-15

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Revision 1.2

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<i>Author</i>	Kerry Ardern		
<i>Reviewer</i>	Nic Svenson		
<i>Approver</i>	Rebecca Wheadon		
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<i>Name</i>	Kerry Ardern	<i>Name</i>	Rebecca Wheadon
<i>Position</i>	Aboriginal Heritage Consultant	<i>Position</i>	Site Entity Lead

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Background

CSIRO, with the backing of the Australian Government and the Government of the State of Western Australia, established Inyarrimanha Ilgari Bundara, the CSIRO Murchison Radio-astronomy Observatory (the Observatory) as one of the world's best locations for radio astronomy and attracting the international SKA radio telescope. The SKA project is a \$3 billion effort to build the world's largest, most sensitive radio telescopes, one in Australia and one in South Africa, which will revolutionise our understanding of the Universe.

CSIRO acknowledges the Wajarri Yamaji as the traditional owners and native title holders of the Observatory and welcomes the new traditional name for the Observatory: Inyarrimanha Ilgari Bundara, which means 'sharing sky and stars' in the Wajarri language.

The Observatory is the former pastoral property of Boolardy Station, located about 330 km northeast of the coastal town of Geraldton in Western Australia (WA), about 770 km north of the state capital, Perth. It currently houses three radio telescopes (ASKAP, MWA and EDGES) and is where the SKA-Low telescope will be constructed.

CSIRO holds the lease over the Observatory and its Site Entity team is responsible for running the Observatory, delivering SKA telescope host country obligations such as managing the land, site infrastructure and radio transmissions on the Observatory, as well providing advice to Government on radio quiet matters and overseeing aspects of the Indigenous Land Use Agreement with the Wajarri Yamaji traditional owners.

WA legislation in relation to Aboriginal Cultural Heritage is in transition from the *Aboriginal Heritage Act 1972* (WA) (as amended) to the *Aboriginal Cultural Heritage Act 2021* (WA). During this transitional period, only some provisions of the new Act have commenced operation and both Acts remain in force. The term 'Heritage Act' in this document encapsulates both.

Purpose of document

This document is intended for **all** personnel working on the Observatory including consultants, general contractors and construction contractors. It sets out the procedures and principles for preserving Aboriginal Cultural Heritage (ACH) in line with the Inyarrimanha Ilgari Bundara Murchison Radio-astronomy Observatory and Square Kilometre Array Indigenous Land Use Agreement (ILUA) and its Cultural Heritage Management Plan. It describes areas of the Observatory where Project Activities can occur and the controls and procedures that are to be applied.

All Project Activities must be in compliance with this document.

This document was drafted prior to the finalisation of the ILUA and has since been updated. While all due care and attention has been given to the contents of this document, and changes have been made to this document immediately following registration of the ILUA, further changes may be required to ensure it fully and accurately represents the requirements and outcomes of the final agreement.

Interpretation

In this document, unless the contrary intention appears:

- a. a reference to a clause, schedule or addendum is a reference to a clause of, or a schedule or addendum to, this protocol and a reference to this protocol includes any recital, schedule or annexure.
- b. a reference to a statute, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- c. the singular includes the plural and vice versa.
- d. the word 'person' includes a firm, a body corporate, an unincorporated association or an authority.
- e. a reference to a person includes a reference to the person's executors, administrators, successors, substitutes and assigns.
- f. a reference to a person, statutory authority, government body (corporate or unincorporated) established under any written law includes a reference to any person (corporate or unincorporated) established or continuing to perform the same or a substantially similar function.
- g. a reference to dollars or \$ is to Australian currency.
- h. an obligation, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally.
- i. an obligation, representation or warranty on the part of two or more persons binds them jointly and severally.
- j. if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.
- k. a reference to a day is to be interpreted as the period of time commencing at midnight and ending twenty four (24) hours later.
- l. references to time are to local time in Perth, Western Australia.
- m. headings in this protocol are inserted for convenience and do not affect the interpretation of this protocol.
- n. words of inclusion are not words of limitation.
- o. if any conflict arises between the terms and conditions contained in the clause of this protocol and any schedule or annexure to this protocol, the terms and conditions of the clause of this protocol prevail.

Traditional owners

CSIRO acknowledges the Wajarri Yamaji as the traditional owners and native title holders of the Observatory. The Wajarri Yamaji community and its forebears have lived with, cared for, and been occupiers and custodians of this land for thousands of years. Their living culture and unique role in the life of the region is acknowledged.

The Observatory is subject to an ILUA that provides benefits to the Wajarri Yamaji in exchange for our use of their land, under certain conditions. All who come to the Observatory, including visitors, contractors and CSIRO staff, are required to understand, accept and comply with the ILUA, most particularly as it relates to protection of Wajarri Yamaji heritage.

Heritage is not just about objects and sites but includes all that is passed down from one generation to the next – language, stories, beliefs and memories. It is what connects the past with the present and what continues to have relevance into the future.

1 Aboriginal Cultural Heritage preservation principles

- 1.1 There will be exchange of information regularly, transparently and in a culturally appropriate manner to avoid misunderstandings and, where decisions being considered could have an impact on Wajarri Yamaji cultural heritage, to enable informed decisions to be made.
- 1.2 All activities are to be in compliance with the Heritage Act and the ILUA.
- 1.3 Heritage Information remains the intellectual property of the Wajarri Yamaji. No Heritage Information shall be recorded or released without the written permission of Wajarri Corporation.
- 1.4 Cultural preservation and improvement measures will be implemented to ensure Project Activities proceed:
 - 1.4.1 In a manner that keeps Project Activities out of Agreed Preservation Zones and preserves Aboriginal Cultural Heritage in the Agreed Preservation Zones.
 - 1.4.2 In a manner that preserves Aboriginal Cultural Heritage and minimises and mitigates impact of Project Activities on Aboriginal Cultural Heritage in other Surveyed Areas.
- 1.5 Project Activities will not be undertaken anywhere on the Observatory except when:
 - 1.5.1 The activity proposed satisfies the definition of a Low Impact Activity and Observatory Site Entity approval for the activity has been requested (see Section 3, 4 & 5) and received, and those undertaking the Project Activities commit to accept any conditions associated with the approval; or
 - 1.5.2 The activities are within an area of the Observatory over which a Heritage Survey has been conducted and Heritage Clearance given and has been confirmed by the Project Manager; and
 - 1.5.3 The Project Activities comply with the Heritage Act.
- 1.6 No Project Activities are to occur beyond:
 - 1.6.1 The Work Site defined in an Approved Contract Document
 - 1.6.2 The Work Area Boundaries defined in an Approved Contract Document

- 1.6.3 The access roads and tracks associated with existing ASKAP, MWA and EDGES radio telescopes, unless permitted by section 1.5, plus 1.6.1 & 1.6.2
- 1.6.4 Gazetted public roads.
- 1.7 The work areas referred to in sections 1.6.1 and 1.6.2 shall not extend beyond the areas covered by section 1.5.2
- 1.8 Visitors and Contractors are to always remain within the defined Work Sites, or an area authorised by the Observatory Site Entity and the relevant Host Organisation.
- 1.9 Contractor vehicles, plant and equipment shall always remain within the defined Work Sites.
- 1.10 This document has precedence if there is a conflict between provisions or requirements in this document and those in an Approved Contract Document.

2 Compliance with the ILUA

- 2.1 All Project Activities are required to be executed in a manner compliant with the ILUA.
- 2.2 Every Visitor and Contractor who is not a member of the Wajarri Yamaji and who is a Cultural Training Participant must complete a prescribed Cultural Training Program before commencing any activity on the Observatory. Essentially this means everyone who is not a member of the Wajarri Yamaji.
 - 2.2.1 The Cultural Training Program will aim to:
 - 2.2.1.1 familiarise Cultural Training Participants with the traditions and culture of the Wajarri Yamaji;
 - 2.2.1.2 promote a knowledge and understanding of, and respect for the traditions and culture of the Wjarri Yamaji;
 - 2.2.1.3 assist, where necessary, with knowledge of and compliance with the Heritage Acts
 - 2.2.1.4 create an awareness in relation to issues concerning the areas of land and waters within the Project Area that might be impacted by Project Activities; and
 - 2.2.1.5 foster good relationships between the Australian Government (Commonwealth), CSIRO, the SKAO, their contractors, Cultural Training Participants and the Wajarri Yamaji.
 - 2.2.2 Delivery of the Cultural Training Program will be as follows:
 - 2.2.2.1 The one (1) day Cultural Training Program or the half day refresher Cultural Training Program, unless otherwise agreed by CSIRO, will be delivered at the Observatory and SKA Support Facility or on the Project Area to no more than fifteen (15) Cultural Training Participants at any one time.
 - 2.2.2.2 The half hour Cultural Training Program, unless otherwise agreed by CSIRO, is to be delivered at the Host Organisation project office on the Project Area or the Observatory and SKA Support Facility to no more than fifteen (15) Cultural Training Participants at any one time.
- 2.3 Project Activities will be considered compliant with the ILUA when they are being executed in compliance with this Observatory Aboriginal Heritage Protocol and any Aboriginal heritage provisions and requirements in an Approved Contract Document.

3 Reporting: heritage protection

- 3.1 Prior to Project Activities being scheduled to commence, the Contractor is to provide information to the Project Manager or Supervisor in report form describing the Project Activities planned, their nature, location and timing, and heritage protection measures implemented and to be implemented.
- 3.2 At least every six (6) months thereafter, until Project Activities relating to construction are complete, the Contractor is to provide an update report to the Project Manager describing activities completed and commenced in the Project Area and discussing how Project Activities are being managed. The report will also describe the corrective actions and process improvements that have been and are being implemented to preserve Aboriginal Cultural Heritage in the Project Area. The Project Manager will audit heritage preservation compliance and will record and report audit outcomes including non-compliance events to the Observatory Site Entity who will use update reports and audit reports to provide information to the relevant body.
- 3.3 The timing of the update reports shall be scheduled by the Project Manager to align with the advised reporting obligations of the Observatory Site Entity.

4 Work sites

- 4.1 The Surveyed Areas and/or corridors shown in Approved Contract Documents, including project drawings, will represent the maximum limits of (for) the Work Area Boundaries, and will generally extend beyond the documented Work Site.
- 4.2 Where a section of an access track, a Work Site, or a trench alignment has been highlighted in an Approved Contract Document and specified by a series of co-ordinates and dimensions, for example defining the alignment and the width for a section of the Work Site, do not deviate from the prescribed alignment, or move outside the Work Site.
- 4.3 The Work Site must be contained:
 - 4.3.1 within documented Work Area Boundaries; and
 - 4.3.2 Subject to other requirements in this document, within the Surveyed Areas, including Heritage Surveyed corridors shown in Approved Contract Documents; and
 - 4.3.3 must be kept to the minimum area required in order for the works to be carried out.
- 4.4 Trench and track work for Project Activities must stay within a defined area of a total vegetation clearance and ground disturbance width that is typically less than six (6) metres wide and not more than ten (10) metres wide.
 - 4.4.1 The Contractor may adjust the route alignment away from the centre of the survey corridor (except as noted in Section 4.2), provided the area remains wholly positioned within the Surveyed Area where Heritage Clearance is given.

5 Proposals to extend work sites

- 5.1 Project Activities can only proceed beyond the Work Site and Work Area Boundaries defined in approved Contract Documents when:
 - 5.1.1 A request seeking approval to do so has been submitted to the Supervisor and/or Project Manager; and
The Project Manager has determined the proposed activity is a Low Impact Activity;
or
The Project Manager has confirmed there is an existing Heritage Survey and Heritage Clearance has been given for the area(s) where Project Activities are being proposed and
 - 5.1.2 The Project Manager, having consulted with the Observatory Site Entity, has approved the request.
- 5.2 When approving a Contractor's request, the Project Manager can impose conditions on the approval (section 5.3). The Project Activities may proceed in the extended Work Site provided the conditions have been accepted by the Contractor and subsequently satisfied.
- 5.3 A condition for approval can be that a further Heritage Survey is undertaken, and Heritage Clearance received for the proposed Work Site.
 - 5.3.1 The Project Manager will arrange for a Heritage Notice to be issued to Wajarri Corporation requesting that a Heritage Survey be conducted. The methodology for considering the Heritage Notice and arranging and conducting the Heritage Survey will be that prescribed in the ILUA.
 - 5.3.2 The Project Manager will receive an estimate for the costs and timeline for the Heritage Survey activities and reporting. Acceptance of the cost estimate and timeline by the party initiating the request will be required prior to the Heritage Survey proceeding.
 - 5.3.3 The costs of organising and undertaking the Heritage Survey and producing the required reports shall be paid by the party requesting approval to extend the Work Site, unless agreed otherwise.
 - 5.3.4 Pre-payments may be a condition specified for a survey to be organised and authorised.
- 5.4 When rejecting a request, the Project Manager should explain why it was rejected.

6 Aboriginal Cultural Heritage

- 6.1 The Work Area Boundaries defined in Approved Contract Documents are intended to allow Project Activities to proceed and be undertaken in a manner that preserves ACH and which minimises and mitigates the impact of Project Activities on ACH.
- 6.2 Existing Heritage Surveys have highlighted areas where Project Activities proposed at the time of those surveys would impact on ACH. Where such impact would have been expected, either:
 - 6.2.1 Changes have been made to the proposed Project Activities to avoid impact on an

Agreed Preservation Zone.

6.2.2 Changes have been made to the proposed Project Activities to avoid impact on ACH.

6.2.3 In a limited number of locations, Heritage Clearance has been obtained to disturb ACH.

- 6.3 Project Activities shall not impact ACH unless the requirement stated in section 6.2.3 has been satisfied and then only after the required mitigation measures discussed in Section 7 have been completed.
- 6.4 Mitigation measures (Section 7) related to ACH are to be undertaken by Wajarri Yamaji representatives organised by Wajarri Corporation.
- 6.5 Project Activities proceeding close to ACH shall not impact the ACH
- 6.6 Project Activities are not to impact or disturb any Gidgee trees (*Acacia pruinocarpa*).
- 6.7 Agreed Preservation Zones may be close to the Host Organisation site licence boundaries and Work Area Boundary and could also be indicated in Approved Contract Documents. Do not enter or undertake any activity in an Agreed Preservation Zone unless in receipt of an express instruction or approval to do so from the Observatory Site Entity.
- 6.7.1 Maps indicating the position of Agreed Preservation Zones close to or within Host Organisation Site Licence areas have been made available to each Host Organisation
- 6.7.2 The Site Entity maintains records of all Agreed Preservation Zones within the Observatory
- 6.8 The locations where Work Area Boundaries are close to ACH have been made known to each Host Organisation and may be indicated in Approved Contract Documents
- 6.8.1 The Work Sites (having Heritage Clearance) have been specified in the Approved Contract Documents. Project Activities must only occur in these areas.
- 6.8.2 Where an access track/trench route alignment or Work Site has been specified in Appendix B or in an Approved Contract Document, by a series of coordinates, do not deviate from the prescribed route alignment or Work Site.
- 6.9 All Project Activities are required to proceed as if the activities could be impacting on ACH and minimise impacts.

7 Aboriginal Cultural Heritage: Mitigation measures

- 7.1 Mitigation measures aim to retain ACH and reduce the loss of tangible ACH when Project Activities will cause disturbance and impact on ACH. Mitigation measures can include, but are not limited to:
- 7.1.1 relocation of artefacts
- 7.1.2 salvage and storage
- 7.1.3 recording by relevantly trained and experienced people to preserve archaeological information of significance (preservation through recording).
- 7.2 Locations (areas) where the necessary Heritage Consent is required or has been received for Project Activities to impact ACH have been made known to each Host Organisation and may be indicated in Approved Contract Documents.

- 7.3 Ground disturbing activities shall not commence earlier than Sixty (60) Business days after the date the Minister has made a decision giving Heritage Consent for the application area(s). Not less than Twenty (20) Business Days before any ground disturbing Project Activities are scheduled to commence in the Work Site identified in the Approved Contract Documents, Wajarri Corporation is to receive the written notification (Section 8.2) and a request for confirmation that mitigation measures have been completed by Wajarri Yamaji representatives.
- 7.4 The notification process is to be initiated by the Supervisor and/or Project Manager
- 7.5 To enable the correct processes to occur, and maximise opportunity for mitigation measures to be completed by the date requested, the Contractor is required to:
- 7.5.1 Notify the Project Manager in writing not less than twenty five (25) Business Days before the date ground disturbing activities are intended to commence, providing:
 - a. A work program and schedule for the Project Activities, stating the proposed commencement date.
 - b. The date by which Mitigation Measures are requested to be completed.
 - 7.5.2 Provide safe access by Wajarri Yamaji representatives to the area where Mitigation Measures are to be undertaken.
 - 7.5.3 Ensure the Mitigation Measures can proceed unimpeded throughout the Sixty (60) Business Day period from the date the Minister gives Heritage Consent (Section 7.3).
- 7.6 The Wajarri Yamaji representatives organised by Wajarri Corporation to undertake the Mitigation Measures may choose to relocate artefacts for safe keeping close to but beyond the Surveyed Area, or to relocate artefacts further away from the Project Activities.

8 Monitors

- 8.1 All Project Activities that involve initial ground disturbance and are not a Low Impact Activity require Monitors to be present at the Work Site during initial ground disturbance.
- 8.2 Not less than Twenty (20) business days before initial ground disturbing Project Activities commence, Wajarri Corporation is to receive written notification requesting the assistance of Wajarri Yamaji representatives to undertake Monitoring during the initial ground disturbance activities.
- 8.3 The notification is to be made through the Supervisor and/or Project Manager.
- 8.4 Where there are multiple Work Sites, separate Monitoring teams will typically be required for each.
- 8.5 To enable the correct notification process to occur, and maximise opportunity for the Monitors to commence on the date and for the duration requested, the Contractor is required to notify the Project Manager in writing not less than twenty-five (25) Business Days before the date that initial ground disturbing activities are intended to commence, providing:
- 8.5.1 A detailed description of the Project Activities.
 - 8.5.2 The number of Work Sites.
 - 8.5.3 A work program and schedule for each Work Site, stating the proposed

commencement date.

8.5.4 A timeline indicating the number of Monitoring teams anticipated for the number of Work Sites and the duration and overlap of activities at each Work Site.

8.5.5 The estimated completion date of initial ground disturbing activities at each Work Site.

- 8.6 The work program shall maximise efficiency and minimise the cost of mobilising Monitors and completing Monitoring activities.
- 8.7 Contractors are to provide safe access to the Work Site where Monitoring activities are to be conducted.
- 8.8 Contractors are to ensure Monitors can clearly, but safely, observe ground as its being disturbed throughout the initial ground disturbing activities.
- 8.9 Monitors may choose to relocate artefacts to a safe place close to but beyond the Surveyed Area or to relocate artefacts further away from the Project Activities.
- 8.10 Monitors can request that Project Activities stop in the immediate vicinity of an item or items of Aboriginal Cultural Heritage because the item or items present New Information. Contractors are to notify the Supervisor and/or Project Manager and obtain their instructions before restarting Project Activities.
- 8.11 Contractors are to inform the Project Manager of changes to the work program or schedule as soon as practical.
- 8.12 Any uncertainty about Monitoring requirements shall be discussed with the Supervisor and/or Project Manager, the Wajarri Yamaji Aboriginal Liaison Officer and the Monitors. An amicable resolution of any issues is to be sought.

9 Human remains

- 9.1 If human remains are encountered within the Project Area at any time, then:
- 9.1.1 All Project Activities near the human remains must immediately cease.
- 9.1.2 The area around the human remains must be cordoned off as soon as reasonably practical.
- 9.1.3 The matter must be reported promptly to the Supervisor and/or Project Manager who shall, through the prescribed reporting channels, particularly the Observatory Site Entity:
- a. Notify Wajarri Corporation and the heritage services provider of the location of the remains.
 - b. Notify the police of the location of the remains.
 - c. In the case of suspected Aboriginal Ancestral Remains, report the matter to the Registrar of Aboriginal Sites (at the Department of Planning, Lands and Heritage), and any other Government Agency, as required by law.
- 9.1.4 In all circumstances, comply with the Heritage Act.

10 Project Activities to address or prevent harm

- 10.1 Project Activities may be undertaken in an area where a Heritage Survey has not been conducted only to address or prevent immediate risk of harm to humans. In very limited circumstances this provision might extend to damage to property and the environment.
- 10.2 Nothing in this Protocol purports to authorise any act or omission that would be in breach of the Heritage Act or the *Aboriginal and Torres Strait Islanders Heritage Protection Act 1984* (Cth).

11 Disputes and assertions of default

- 11.1 If a dispute arises under this Aboriginal Heritage Protocol the parties involved shall meet and attempt to resolve the dispute within twenty (20) Business Days. If the dispute has to be escalated, the Project Manager will notify the Observatory Site Entity which will arrange for the dispute to be managed in accordance with the ILUA Cultural Heritage Management Plan.
- 11.2 If at any point the Project Manager is informed that Project Activities have not complied with this Protocol, or other heritage-related obligations in Approved Contract Documents, the Project Manager shall be provided assistance by the Contractor to investigate the allegation.

Definitions & Interpretation

Aboriginal Ancestral Remains has the meaning given to that term in the ACH Act.

Aboriginal Cultural Heritage (ACH) means any place, object, area or cultural landscape and any other tangible or intangible element important to Aboriginal people and recognised as part of their traditional law and customs, including but not limited to:

- a) an “Aboriginal site” as defined under the *Aboriginal Heritage Act 1972 (WA)*, whether recorded or not;
- b) a “significant Aboriginal area” or “significant Aboriginal object” as defined under the *Aboriginal and Torres Strait Islanders Heritage Protection Act 1984 (Cth)*, whether recorded or not; and
- c) “Aboriginal Cultural Heritage” as defined under the *Aboriginal Cultural Heritage Act 2021 (WA)*.

Aboriginal Liaison Officer means the member of the Wajarri Yamaji appointed as the Aboriginal Liaison Officer.

Agreed Preservation Zone means a place and area important to Aboriginal people and recognised as part of their traditional law and customs and specific preservation measures have been discussed and apply.

Anthropologist means a suitably qualified person to carry out Ethnographic Surveys.

Approved Contract Document means a document issued by the Observatory Site Entity or a Host Organisation which describes the scope of work and requirements associated with a works/purchase order, acceptance of quotation or a contract agreement.

Archaeological Survey means a survey conducted by an archaeologist to identify and assess Aboriginal Cultural Heritage of archaeological significance within a survey area, for the purposes of preparing a Survey Report in accordance with the terms of the ILUA.

Business day means Monday to Friday inclusive and excludes Saturday, Sunday and Public holidays.

Contractor means a company or person who is present on the Observatory in a working capacity or providing a service associated with a Project Activity, land management, maintenance or construction of new infrastructure and facilities and who is not a CSIRO staff member (except as under point b) below) or staff member of a Host Organisation. For the sake of clarity “Contractor” where used shall be understood to include:

- a) Project consultants and Contractor personnel.
- b) CSIRO personnel providing a service to SKAO as part of a SKAO design or supervisory team
- c) Marketing/salespeople and prospective sub-contractors/suppliers visiting a Contractor.
- d) Transport operators, such as bus charter companies, forklifts, pick and carry cranes, mobile cranes and any vehicle with on board integrated lifting equipment.
- e) Service providers and others doing work for, or associated with, a Project Activity.
- f) Suppliers, couriers and carriers delivering materials, goods or equipment.

- g) Air charter companies/operators.

Cultural Training Participant means any person who is not a member of the Wajarri Yamaji and who is:

- a) a Visitor
- b) a Contractor who will undertake ground disturbing activities or construction activities in relation to the Project within the Observatory
- c) a Host Organisation employee who is engaged to work on the Project within the Project Area or at the Observatory and SKA Support Facility
- d) a Contractor who is engaged to provide services for the Project other than those described in paragraph (b) of this definition:
- e) within the Project Area from time to time and whose contracts require the provision of services to the Project within the Project Area; or
- f) who the Observatory Site Entity considers will have significant direct contact with members of the Wajarri Yamaji.

Cultural Training Program means the cultural training program developed by Wajarri Corporation and is:

- a) a Cultural Training Program of one (1) day duration to be delivered to all Cultural Training Participants who:
 - i. are covered by paragraph (b) of the definition of Cultural Training Participant; or
 - ii. will be, or are likely to be, engaged to work on the Project within the Project Area or at the Observatory and SKA Support Facility for more than five (5) Business Days per calendar year;
- b) a half hour Cultural Training Program to be delivered to all other Cultural Training Participants; and
- c) a half day refresher Cultural Training Program to be delivered to all Cultural Training Participants who have previously completed the Cultural Training Program, every two (2) years after they completed the Cultural Training Program.

Ethnographic Survey means a survey conducted by an anthropologist to identify and assess Aboriginal Cultural Heritage of ethnographic significance within a survey area, for the purposes of preparing a Survey Report in accordance with the terms of the ILUA.

Existing Heritage Surveys mean Heritage Surveys undertaken under the ILUA and heritage surveys that were conducted over all or part of the Project Area before the date of the ILUA.

Heritage Act means the *Aboriginal Cultural Heritage Act 2021 (WA)* and the *Aboriginal Heritage Act 1972 (WA)* (as amended).

Heritage Clearance means the results of a Heritage Survey have been received indicating that Project Activities will not impact on Aboriginal Cultural Heritage Values or alternatively Heritage Consent has been obtained.

Heritage Consent means a Section 16 Authority Application, a Section 18 Application or other application has been submitted in compliance with the Heritage Act seeking WA government approval for Project Activities to be undertaken and that approval and/or consent has been given.

Heritage Information means information provided by the Wajarri Yamaji during Monitoring or in the course of or in relation to a Heritage Survey, including that information contained in any report.

Heritage Notice means a notice issued to Wajarri Corporation by CSIRO and/or the Australian Government pursuant to the ILUA.

Heritage Survey means an Archaeological Survey and/or an Ethnographic Survey conducted pursuant to the ILUA.

Host Organisation means an organisation authorised to conduct activities on the Observatory either as the leaseholder (CSIRO) or via a site licence and includes:

- MWA
- Curtin University
- EDGES
- SKAO

ILUA means the Inyarrimanha Ilgari Bundara/Murchison Radio-astronomy Observatory and Square Kilometre Array Indigenous Land Use Agreement.

Low Impact Activity means an activity that is:

- a) non-ground disturbing;
- b) minor ground disturbing using only hand-held tools;
- c) reconnaissance and patrol in light vehicles using existing roads and tracks;
- d) accessing any part of the Project Area on foot;
- e) maintenance of existing fencing;
- f) maintenance of existing pastoral tracks, fire breaks and the air strips.
- g) any other Project Activity agreed in writing by the parties to the ILUA to be a Low Impact Activity,

and includes aerial surveys, geological mapping, metal detecting, non-ground disturbing geophysical surveys including electrical and magnetic surveys, rock chip sampling using only hand-held tools, hand specimen sampling and soil and drainage sampling using only hand-held tools, and incidental activities related to the activities described in paragraphs a) to g) above.

Mitigation Measures means the measures identified in Section 7 of this Protocol

Monitor/Monitoring means any member of the Wajarri Yamaji nominated or engaged to monitor potential impacts of the Project Activities on Aboriginal Cultural Heritage within the Project Area, in accordance with the ILUA

New Information means new information about Aboriginal Cultural Heritage:

- a) Not identified at the ILUA commencement date or in a Heritage Survey about Aboriginal Cultural Heritage located in the Project Area.

- b) Not identified at the commencement date of the ILUA or in a Heritage Survey about the characteristics of Aboriginal Cultural Heritage located in the Project Area.

Observatory means Inyarrimanha Ilgari Bundara, the CSIRO Murchison Radio-astronomy Observatory

Observatory and SKA Support Facility means a support facility operated jointly by CSIRO and SKAO and, alternatively, CSIRO's existing Murchison Radio-astronomy Observatory Support Facility and a SKAO support facility operated independently by SKAO.

Project means any radio astronomy projects and experiments, radio science studies, and other activities consistent with radio quiet conditions, existing or to be developed, operated and undertaken on the Project Area from time to time, including:

- a) SKA, ASKAP, MWA, AAVS, Early Production Arrays, EDGES, PrepSKA2, BIGHORNS, the CoRE and the PAPER project.
- b) Land Management Activities and the following "Secondary Permitted Uses" defined under the New Lease as being:
 - (i) grazing activity – grazing of Authorised Stock (as defined in section 93 of the LA Act);
 - (ii) agricultural and horticultural purposes;
 - (iii) land rehabilitation purposes including rehabilitating the land with native flora and fauna;
 - (iv) scientific research that is not radio-astronomy scientific research;
 - (v) tourism purposes related to:
 - 1) astronomy,
 - 2) the current and former uses of the Boolardy Pastoral Lease, or
 - 3) the natural landscape;
 - (vi) Aboriginal cultural purposes; and
 - (vii) ecological carbon farming / sequestration through vegetation restoration;
- c) any improvements and infrastructure associated with the above, such as data processing facilities, roads, fences, control buildings (which may incorporate operating and monitoring equipment, data processing facilities, engineering, verification and testing facilities, offices, kitchens, showers, toilets and first aid rooms), storage and garaging facilities, lay down areas, pipelines, infrastructure for locating, providing, transporting and storing water, waste water management facilities, in and above ground data and communications cabling, optical fibres, temporary and permanent accommodation facilities, airstrips, air transport facilities, power stations and power reticulation; and
- d) any works, infrastructure and activities preliminary to, ancillary to, associated with or necessary for any of the above works and activities.

Project Activity means an activity undertaken by or on behalf of CSIRO or a Host Organisation authorised by the Site Entity within the Project Area.

Project Area means the land and waters commonly described as the Observatory (previously Boolardy Pastoral Station).

Project Manager means the person recorded in a contract agreement as the appointed project manager.

SKAO means the Square Kilometre Array Observatory and shall also be understood to refer, when appropriate, to its predecessor, the SKA Organisation.

Supervisor means the person recorded in a contract agreement or related document as the appointed supervisor.

Surveyed Areas means the areas surveyed for the purposes of the Existing Heritage Survey reports and other areas that were or are surveyed from time to time.

Survey Report means a report prepared by an Anthropologist or Archaeologist organised to undertake a Heritage Survey by the Observatory Site Entity and Wajarri Corporation.

Visitor means a person who is present on the Observatory in a non-working capacity. For the sake of clarity “visitor” shall be understood to include:


- a) Executives and associated staff from CSIRO or a Host Organisation
- b) VIPs, such as Members of Parliament or staff from Government departments
- c) Media representatives
- d) Students on an organised tour
- e) Members of the public on an organised tour.

Wajarri Corporation means Wajarri Yamaji Aboriginal Corporation (WYAC), a Registered Native Title Bodies Corporate.

Wajarri Yamaji means the persons identified in the Wajarri Yamaji Determination as Common Law Holders of Native Title.

Work Site means the area within Work Area Boundaries allocated to a Project Activity.

Work Area Boundaries means the boundaries of regions defined in Approved Contract Documents where Project Activities may occur inside Work Sites.



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Contact us

1300 363 400
+61 3 9545 2176
csiroenquiries@csiro.au
www.csiro.au

For further information

Inyarrimanha Ilgari Bundara
The CSIRO Murchison Radio-astronomy Observatory
MROSE@csiro.au
<https://research.csiro.au/mro/>