**Date**           /          /

Victorian Offshore Windfarm Feasibility Access Licence

Licensed Area: #

**[Minister]**

and

**[Licensee]**

**[Drafting notes:**

**Pre-conditions**

**The pre-conditions to the granting of this Licence under section 17BB of the *Crown Land (Reserves) Act* *1978* (Vic) / section 140AB of the *Land Act* *1958* (Vic)/ section 57DA of the *Forests Ac*t *1958* (Vic), as the case may be (the Governing Act) are that:**

* **the land being licensed is to be used for one of the following purposes:**
* **assessing the desirability or feasibility of constructing or installing offshore electricity transmission infrastructure as defined in the Governing Act;**
* **determining the optimal placement of offshore electricity transmission infrastructure as defined in the Governing Act; or**
* **carrying out an activity for the purpose of obtaining a permit or consent required by or under the Governing Act or the *Offshore Electricity Infrastructure Act 2021*(Cth) (OEI Act) for the construction or installation of offshore electricity transmission infrastructure.**
* **in granting this Licence, regard has been had to the following as required by the Governing Act:**
* **whether or not the applicant is the holder, or applying for the licence on behalf of the holder, of a licence within the meaning of the OEI Act that relates to all or any of the land in respect of which the applicant may be granted a licence;**
* **whether the granting of the licence would contribute to achieving an offshore wind energy generation target or a renewable energy generation target set by the State of Victoria; and**
* **all other matters that the Minister considers relevant;**
* **before granting this Licence, the Minister for administering the *Electricity Industry Act* *2000* (Vic) has been consulted;**
* **in the case of the Licence being granted under the *Crown Land (Reserves) Act* *1978* (Vic), the trustees or committee of management that manages the land (if any) have been consulted; and**
* **in the case of the Licence being granted under the *Land Act* *1958* (Vic), the land is not otherwise subject to a lease granted under the *Land Act* *1958* (Vic).**

**This Licence assumes that all of these pre-conditions have been satisfied. More detail on these pre-conditions is set out in the Victorian Offshore Windfarm Feasibility Access Licence Guidance Note, as amended from time to time.**

**Permits**

This draft Licence does not address the requirements if a permit is required under the *National Parks Act* *1975* (Vic). If any part of the Licensed Area is within a national park, licence drafting will be reflected accordingly.]

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Schedule

|  |  |  |
| --- | --- | --- |
|  | **Date of this Licence:** | [insert commencement date of Licence] |
|  | **Licensor** | [Minister] |
|  | **Licensee:** | [insert name of Licensee] |
|  | **Licensed Area:** | The area described in Annexure 1. |
|  | **Commencement Date:** | The date of this Licence |
|  | **Term End Date:** | [insert date] |
|  | **Licence Fee:** | $25,000 |
|  | **Permitted Purpose:** | One or more of the following purposes:   * assessing the desirability or feasibility of constructing or installing Offshore Electricity Transmission Infrastructure; * determining the optimal placement of Offshore Electricity Transmission Infrastructure; or * carrying out an activity for the purposes of obtaining a permit or consent (however described) required by or under any Act of Victoria or the OEI Act for the construction or installation of Offshore Electricity Transmission Infrastructure. |
|  | **Powers under which Licence granted:** | [Insert relevant statutory power(s) (e.g. section 138(1) of the Land Act, section 17B(1)(a) and/or section 17B(1A)(a) of the Crown Land (Reserves) Act, and/or or section 57DA of the Forests Act (as applicable)]. |
|  | **Further term:** | [insert details of any further term] |
|  | **Licensor’s Representative:** | [insert name of Licensor’s Representative] |
|  | **Licensee’s representative:** | [insert name of Licensee’s Representative] |
|  | **Native Title Party:** | [insert name of Native Title Party] |
|  |  |  |

The Licensor and the Licensee enter into this Licence on the day of 202

**Executed as a deed**

**Licensor**

**Minister - by Delegation**

|  |  |  |
| --- | --- | --- |
| **SIGNED, SEALED AND DELIVERED** by [*title, team, Department of XX*] in his/her capacity as delegate for the Minister for Environment in the presence of: |  |  |
| Signature of Witness |  | Signature of Delegate |
| Name of Witness (print) |  | Name of Delegate (print) |

**Licensee**

**Company - Without Common Seal**

|  |  |  |
| --- | --- | --- |
| **EXECUTED** by [*insert company name*] **ACN** (*insert ACN*) in accordance with s 127(1) of the *Corporations Act 2001* (Cth): |  |  |
| Signature of director |  | Signature of director/company secretary (Licence delete as applicable) |
| Name of director (print) |  | Name of director/company secretary (print) |

Introduction

1. The Licensor has determined that the Licensee has been granted, or has applied on behalf of the holder of, a Commonwealth Licence issued, or intended to be issued, by the Commonwealth of Australia under the OEI Act.
2. The Licensor has agreed to grant this Licence to the Licensee to enable the Licensee to access the Licensed Area for the Permitted Purpose on the terms and conditions of this Licence.
3. This Licence is subject to the provisions of the Governing Act and the terms and conditions of this Licence.

# Definitions

In this Licence, unless expressed or implied to the contrary:

**Agent:** An Agent, in the context of this Licence, refers to any individual or entity authorised by the Licensee to act on its behalf in matters related to the Licensed Area. This includes employees, contractors, consultants, or other representatives who perform duties, make decisions, or carry out activities as directed by the Licensee.

**Authority** means any Commonwealth and State Government entity and instrumentality and their departments, municipalities, and any other public authority or provider of services having jurisdiction over the Licensed Area or the Licensee’s Works.

**Claim** means any claim, action, demand or proceeding:

1. under, arising out of, or in any way in connection with, this Licence or any party’s conduct;
2. otherwise at Law or in equity including:

##### by statute;

##### in tort for negligence or otherwise, including negligent misrepresentation; or

##### for restitution, including restitution based on unjust enrichment.

**CLR Act** means the *Crown Land (Reserves) Act 1978* (Vic).

**Commencement Date** means the date specified in Item 5.

**Commonwealth Licence** means the general feasibility licence to access development zones off the coast of Victoria for offshore wind generation development granted to the Licensee by the Commonwealth of Australia pursuant to the OEI Act.

**Compensation** means compensation for Loss suffered by a party.

**Confidential Information:** Any information, data, or material, regardless of form, that is disclosed to the Licensee by the State of Victoria or the Commonwealth and marked as confidential or that would reasonably be considered confidential by its nature, including but not limited to technical, financial, and operational information, that is related to this Licence, and includes this Licence.

**Contamination** includes any solid, liquid, gas, radiation or substance which makes or may make the condition of the Licensed Area or groundwater beneath or part of the surrounding environment:

1. unsafe, unfit or harmful for habitation by persons or animals; or
2. unfit for any use permitted under any applicable planning scheme as amended from time to time

or which is defined as such in any Environmental Protection Legislation.

**Contractor** means a contractor appointed by the Licensee to perform all or some of the Licensee’s Works.

**Control** has the same meaning as given to that term in the *Corporations Act 2001* (Cth).

**Crown** means the Crown in right of the State of Victoria and includes the Licensor and each employee or agent of the Crown.

**Cure Plan** means a cure plan submitted under clause 9 of this Licence.

**Default Event** means:

1. any material breach of the terms and conditions of this Licence by the Licensee;
2. an Insolvency Event occurs in respect to the Licensee;
3. a breach by the Licensee of the Commonwealth Licence in respect of which the Commonwealth has served a notice of breach on the Licensee, or otherwise exercised enforcement rights against the Licensee;
4. any breach or alleged of breach of Environmental Protection Legislation or OHS Law;
5. any reckless or negligent destruction of, and/or interference with Aboriginal cultural heritage within the Licensed Area;
6. a Change of Control of the Licensee without the prior written consent of the Licensor, or where the Licensor, acting reasonably, is not satisfied that the new controlling person or entity can satisfy the terms and conditions of this Licence; or
7. a failure by the Licensee to agree to a variation notice issued by the Licensor, acting reasonably, in accordance with clause 17.1; or
8. any failure by the Licensee to satisfy the Native Title Requirements of this Licence.

**Default Notice** means a notice issued in accordance with clause 9 of this Licence.

**Environmental Protection Legislation** means any statute, regulation, code, proclamation, ministerial directive, ordinance, by law, planning policy or subordinate legislation, present or future, relating to pollutants and contaminants, use of land, human health and safety or protection of the environment and without limitation includes all requirements of the *Marine and Coastal Act 2018* (Vic), the *Environment Protection Act 2017* (Vic), the *Environment Effects Act 1978* (Vic) and all other Laws relating to the protection and management of the environment, the coastline and conservation areas*.*

**Forests Act** means the *Forests Act 1958* (Vic).

**Governing Acts** means the Land Act, CLR Act and the Forests Act.

**GST** means GST within the meaning of the GST Law and includes penalties and interest. If under or in relation to the *National Taxation Reform (Consequential Provisions) Act 2000* (Vic) or a direction given under s 6 of that Act, the supplier makes voluntary or notional payments, the definition of GST includes those voluntary or notional payments and expressions containing the term ‘GST’ have a corresponding expanded meaning; and

**GST Law** has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act* 1999 (Cth).

**Insolvency Event** means the occurrence of any of the following events with respect to the Licensee:

* + - 1. an order is validly made for the winding-up or dissolution without winding-up of the Licensee (or the Licensee gives notice of its intention to do so) or an effective resolution is passed for the winding-up or dissolution of the Licensee (save for the purposes of reconstruction or amalgamation while solvent with the consent of the Licensor);
      2. a receiver, administrator, manager, receiver and manager or agent is validly appointed to the Licensee or any undertaking or property of the Licensee or a third party validly becomes entitled to exercise any power of sale over any part of the undertaking or property of the Licensee;
      3. the Licensee becomes insolvent under administration as defined in section 9 of the *Corporations Act 2001* (Cth);
      4. a liquidator or a provisional liquidator is validly appointed in respect of the Licensee, whether or not under an order;
      5. except to reconstruct or amalgamate while solvent on terms approved by the Licensor, the Licensee enters into, or resolves to enter into, a scheme of arrangement or composition with, or an assignment for the benefit of, all of its creditors generally or any class thereof, or it proposes a reorganisation, moratorium or other administration involving any of them;
      6. the Licensee states that it is unable to pay its debts when they fall due or otherwise suspends payment of its debts;
      7. the Licensee, without the prior consent of the Licensor, takes any step to obtain protection from (or is granted protection from) its creditors under any applicable legislation;
      8. the Licensee resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so, except to reconstruct or amalgamate while solvent on terms approved by the Licensor or is otherwise wound-up or dissolved; or
      9. the Licensee is taken to have failed to comply with a statutory demand within the meaning of section 459F of the *Corporations Act 2001* (Cth).

**Item** means an item in a Schedule to this Licence.

**Land Act** means the *Land Act 1958* (Vic).

**Law** means the law in force in, and applicable to, Victoria including, without limitation, all statutes, rules, regulations, ordinances, by-laws, instruments, directives and proclamations made under the authority either direct or indirect of any statute (including any Commonwealth statute), rules of common law and equity and the requirements or recommendations of any Authority.

**Licence** means this licence and includes all annexures and schedules to this Licence.

**Licence Fee** means the fee payable by the Licensee to the Licensor for the grant of the Licence in accordance with section 28 of the *Conservation, Forests and Lands Act 1987* (Vic).

**Licensed Area** means that area described in Annexure 1.

**Licensee** means the Licensee specified in Item 3 and includes the Licensee's successors and assigns, as approved by the Licensor where required by the terms of this Licence, and where it is consistent with the context includes the Licensee's employees, agents, invitees and persons the Licensee allows on the Licensed Area in accordance with the terms of this Licence.

**Licensee’s Agents** means the Licensee’s employees, agents, contractors and invitees and any other person involved in carrying out the Licensee’s Works.

**Licensee’s Representative** means the person listed in Item 12.

**Licensee’s Works** means those works and investigations contained in the Works Plans described in Annexure 2, or otherwise approved in writing by the Licensor.

**Licensor** means the Minister of the Crown for the time being administering the Governing Act or such other Minister of the Crown or Authority to whom responsibility for this Licence may at any time be given or a person or class of person authorised by the Minister to grant licences under the Governing Acts.

**Licensor’s Representative** means the person listed in Item 11.

**Loss** means:

1. any cost, expenses, loss, damage or liability, including loss of profit or consequential loss; and
2. without being limited to paragraph (a) and only to the extent not prohibited by Law, any fine or penalty under any Law.

**Material Damage** means any reckless actions, omissions or activities undertaken by the Licensee, including in respect of any disruptions, contaminations or Aboriginal cultural heritage, which the Licensee fails to remediate to the reasonable satisfaction of the relevant Authority.

**Native Title Act** means the *Native Title Act 1993* (Cth).

**Native Title Party** means the party specified in Item 13.

**Native Title Requirements** means the requirements detailed in Annexure 3.

**Permitted Disclosee:** Employees, contractors, advisors, and agents of the Licensee who need to know the Confidential Information for the purpose of performing obligations or exercising rights under this Licence and who are bound by confidentiality obligations no less restrictive than those set out in this Licence.

**Permitted Purpose** means the purpose specified in Item 8.

**OEI Act** means the *Offshore Electricity Infrastructure Act 2021* (Cth).

**Offshore Electricity Transmission Infrastructure** has the same meaning as in section 140AB(7) of the Land Act.

**OHS Act** means the *Occupational Health and Safety Act* *2004* (Vic).

**OHS Law** means the OHS Act, the OHS Regulations, and any other occupational health and safety law, regulation or by-law that applies to work being carried out on the Licensed Area.

**OHS Regulations** means the *Occupational Health and Safety Regulations 2017* (Vic).

**Principal Contractor** means the position of principal contractor referred to in Part 5.1 of the OHS Regulations**.**

**Relevant Authority** means any person, body, authority or corporation that has authority over the Licensed Area or the Licensee’s Works, or jurisdiction to make any determination concerning the Licensed Area, the use of the Licensed Area, or the Licensee’s Works.

**Schedule** means the Schedule at the front of this Licence.

**Security Interest** means:

1. any mortgage, pledge, lien, charge or other preferential right, trust arrangement, agreement or arrangement of any kind given or created by way of security, including a security interest (as defined in the *Personal Property Securities Act 2009* (Cth)); and
2. any agreement to create or grant any arrangement described in paragraph (a).

**Settlement Act** means the *Traditional Owner Settlement Act 2010* (Vic).

**Third Party Licensee:** A Third Party Licensee refers to any entity or individual, other than the Licensee, who has been granted a licence by the Licensor to access or use the Licensed Area for purposes that may be similar or complementary to those specified in the primary Licence. This licence is typically granted concurrently with or subsequent to the primary Licence, and the Third Party Licensee is subject to similar terms and conditions as the primary Licensee. The Third Party Licensee is not an employee, agent, or contractor of the primary Licensee but operates independently under a separate contractual agreement with the Licensor.

**Term** means the period starting on the Commencement Date and ending on the Term End Date.

**Term End Date** means the date specified in Item 6.

**Works Plans** means the plans for the Licensee’s Works approved by the Licensor.

# Licence

## Grant of Licence

The Licensor grants the Licence to the Licensee to use the Licensed Area during the Term for the Permitted Purpose.

## Grant of contractual right only

The Licensee agrees with the Licensor that:

### the Licensee is not entitled to exclusive occupation of the Licensed Area and that the Licensor or Authority may grant one or more concurrent licences, under the Governing Acts or under any other Law, over the Licensed Area for the Permitted Purpose;

### this Licence does not create any estate or interest in the Licensed Area, other than a contractual right;

### this Licence does not constitute a lease at law and the Licensee will not claim before a court or tribunal that this Licence constitutes a lease at law; and

### in the event that a court or tribunal determines that this Licence is a lease at law, the Licensor may, at its option, terminate this Licence by written notice to the Licensee.

## No warranty re further licence

### Nothing in this Licence operates as, or is to be construed as, any representation or warranty (either express or implied) by the Licensor or the Licensee that any further licence to construct or operate any Offshore Electricity Transmission Infrastructure in the Licensed Area or otherwise (**Further Licence**) will be offered or granted by the Licensor or accepted by the Licensee.

### The Licensee has no Claim against the Licensor, and is not entitled to any Compensation whatsoever from the Licensor or the Crown, if the Licensee is not granted a Further Licence, irrespective of the reason that a Further Licence is not granted.

# Payments by the Licensee

## Licence Fee

The Licensee agrees to pay to the Licensor the Licence Fee of $25,000 upon the commencement of the Term.

## Services and notices

From the Commencement Date, the Licensee must:

### pay for all usage charges for all services in connection with the Licensee’s Works; and

### comply with all notices or orders, at its own cost, in relation to the Licensed Area which arise directly from the Licensee’s Works or the Licensee’s access to and use of the Licensed Area.

## Costs and duty

### The Licensee must pay to the Licensor within 7 days of demand the Licensor's costs (including charges on a solicitor-own client basis) incurred as a result of a breach of this Licence by the Licensee.

### Each party must pay their own costs of and incidental to the preparation, negotiation and entering into this Licence.

# Use of Licensed Area

The Licensee must:

### use the Licensed Area solely for the Permitted Purpose and must not use the Licensed Area for any other purpose;

### comply with all Laws and the requirements of all Relevant Authorities in relation to its use of the Licensed Area and the Licensee’s Works;

### not create a nuisance to the Licensor, Third Party Licensees, First Nations persons or Traditional Owners towards whom the Licensee has statutory obligations or duties, or other licence holders holding any privilege or entitlement under Law, or the occupiers of any adjoining land, except to the extent necessary to carry out the Licensee’s Works;

### ensure that the Licensed Area is not used for any illegal purpose; and

### ensure that the Licensee’s Agents comply at all times with all of the obligations of the Licensee under this Licence.

The Licensee and the Licensee’s Agents must liaise with the Licensor to gain access to the Licensed Area and must comply with the reasonable directions of the Licensor in relation to that access.

Where the Licensor has also granted a licence to the Third Party Licensee to access the Licensed Area for the Permitted Purpose, the Licensee and the Third Party Licensee are responsible for co-ordinating access between themselves to the Licensed Area.

# Licensee’s Works

## Works Plans

### The Works Plans detailing the extent of the Licensee’s works are described in Annexure 2. The Licensee must not undertake any other works in the Licensed Area except with the prior approval in writing of the Licensor.

### If the Licensee wishes to undertake any further works in the Licensed Area not included in the Works Plans (**Further Works**), the Licensee must provide to the Licensor:

#### details in writing of the proposed Further Works including a Works Plan for the Further Works;

#### details of any necessary consents, permits or approvals required by the Licensee as a condition of carrying out the Further Works;

#### copies of any consents, permits or approvals obtained in respect to the Further Works;

#### confirmation that any Native Title Requirements applicable to the Further Works have been satisfied; and

#### any other information that the Licensor requires.

### Following receipt of the information provided in accordance with clause 5.1.2, the Licensor may request any further additional information from the Licensee.

### The Licensor may grant or refuse consent to the carrying out of any Further Works in the Licensor’s absolute discretion, and if consent is granted, the Licensor may impose conditions on the undertaking of those Further Works.

### If the Licensor grants approval to the Further Works, the Works Plan for those Further Works will be added to, and form part of, Annexure 2.

## Approvals

The Licensee must expeditiously apply for and obtain all consents, permits and approvals to enable the Licensee to carry out the Licensee’s Works and produce copies to the Licensor upon request.

## Appointment of Contractors

### The Licensee may sub-contract the performance of any part of the Licensee’s Works to third party Contractors provided that the Licensee only engages Contractors who are reputable, appropriately qualified and experienced.

### If the Licensee sub-contracts all or part of the Licensee’s Works to a Contractor under clause 5.3.1, the Licensee will remain fully liable for the performance of its obligations under this Licence and the completion of the Licensee’s Works.

### The Licensee must not grant access rights to the Licensed Area to any person:

#### for any purpose other than the Permitted Purpose; or

#### for any period beyond the expiry of the Term (as extended).

## Commencement of Licensee’s Works

Despite any other provision of this Licence, the Licensee must not access the Licensed Area and/or commence the Licensee's Works prior to having:

### obtained all necessary consents, permits and approvals under clause 5.2, and provided copies to the Licensor; and

### effected the various insurances required under this Licence, and having provided evidence of those insurances to the Licensor.

## Access to Adjoining Properties

The Licensee must, at its own cost and expense:

### obtain any necessary or appropriate permission to work upon or access, to, in over or under any adjoining or neighbouring site or property required for access to the Licensed Area;

### make all arrangements for access to or over or under or use of any adjoining or neighbouring site or property;

### comply with all conditions attaching to such permission or access,

which may be required for any purpose relating to this Licence.

## Inspection

The Licensee must permit the Licensor, and any other persons authorised by the Licensor to enter the Licensed Area to inspect the Licensee’s Works.

## Completion of Licensee’s Works

### The Licensee must procure that the Licensee’s Works are carried out and completed:

#### at its own cost;

#### as expeditiously as possible;

#### in a proper and workmanlike manner;

#### in a manner which does not unreasonably preclude the use of the Licensed Area by persons authorised to enter the Licensed Area, unless such preclusion is required to safeguard the safety of the Licensor or any other persons authorised by the Licensor to enter the Licensed Area;

#### in compliance with all applicable laws and the requirements of all Relevant Authorities, and to the reasonable satisfaction of the Licensor;

#### by contractors who are reputable, appropriately qualified and experienced; and

#### in accordance with the Works Plans.

### The Licensee acknowledges and agrees that the Licensor has no liability in relation to the Licensee’s Works, except as specifically provided for in this Licence.

## Occupational health and safety

For the purposes of the OHS Law, the Licensee agrees that on and from the Commencement Date:

### the Licensee has sole management and control of the Licensee’s Works in the Licensed Area, and has sole responsibility for ensuring that the Licensee’s works in the Licensed Area and the means of entering and leaving the Licensed Area are safe and without risks to health;

### the Licensor appoints the Licensee as Principal Contractor in respect of the Licensee’s Works and any other works to be carried out by the Licensee on the Licensed Area to which an OHS Law applies;

### the Licensee must carry out such works in accordance with the requirements of the OHS Law; and

### the Licensor authorises the Licensee to exercise whatever authority is necessary for the Licensee to discharge the responsibilities of the appointment under clause 5.8.2.

In carrying out the Licensee’s Works, the Licensee must comply with any instructions and directions given by the Licensor, and comply with procedures and requirements established by the Licensor, in respect of the Licensor's occupational health and safety requirements.

## Licensee's risk

The Licensee agrees that:

### the Works Plans; and

### the Licensee’s Works,

will be and remain at the sole risk of the Licensee at all times, despite any approval, direction or other act or omission of the Licensor in relation to any of those documents or works.

## Damage, safety etc

Without limiting any of the Licensee’s other obligations under this Licence, in carrying out the Licensee’s Works, the Licensee must:

### not cause any Material Damage to:

#### the Licensed Area or any surrounding areas; or

#### any improvements or services above or below the surface of the Licensed Area, the land or any nearby land;

### comply with any directions which the Licensor may give in relation to the Licensor’s Works; and

### give the Licensor prompt written notice of any Material Damage to the Licensed area or anything likely to be a risk to the Licensed area or any person in the Licensed Area.

## No interference with maritime operations

Without limiting any other obligation of the Licensee under this Licence, in carrying out any Licensee’s Works in any part of the Licensed area which is within coastal waters, the Licensee must comply with all Laws and the requirements of all Relevant Authorities relating to marine safety and navigation.

## No warranty

The Licensor does not warrant that the Licensed Area is suitable for any of the purposes or uses of the Licensee. The Licensee has made its own investigations regarding the suitability of the Licensed Area for the Permitted Purpose.

## Delivery of feasibility report

### If requested by the Licensor (which request must not be made more than once in any 12-month period), the Licensee must provide the Licensor with details of the status of its investigations regarding the desirability or feasibility of constructing or installing Offshore Electricity Transmission Infrastructure in the Licensed Area.

### On the expiry of the Term, the Licensee must provide the Licensor with a copy of any report or findings by the Licensee regarding the desirability or feasibility of constructing or installing Offshore Electricity Transmission Infrastructure in the Licensed Area.

# Insurances

## Works Risk Insurance

The Licensee must

### maintain, or procure its contractors to maintain, from the commencement of the Licensee’s Works for the term, a contract works insurance policy (including public liability for at least $20 million for any one event) for an amount of $20 million (or such other amount specified by the Licensor having regard to the value and nature of the Licensee’s Works);

### ensure that the policy indemnifies the Licensee and its contractors and employees against all liabilities and expenses of any kind that the Licensee may incur arising directly or indirectly from carrying out the Licensee’s Works; and

### provide a copy of the policy to the Licensor prior to the commencement of the Licensee 's Works.

## Public Liability Insurance

The Licensee must maintain, and must ensure that each of its Contractors maintains, public liability insurance with a reputable insurer approved by the Licensor for at least $20,000,000 for any one event which is endorsed as follows:

‘the Crown in the right of the State of Victoria, its servants, agents and employees in respect to providing indemnity for personal injury and/or property damage caused by an occurrence, and/or for breach of professional duty arising out of the negligent acts, errors or omissions of the Licensee and/or its servants, agents and employees. The endorsement and extension to the policy does not extend to negligent acts, errors or omissions of the crown (and others mentioned above), and is limited to the amount of $20 million for any one occurrence.’

The Licensee must not do or allow anything to be done which might result in any insurances taken out in accordance with clauses 6.1 or 6.2 to become void or voidable.

# Release and indemnity

## Release

The Licensee uses and occupies the Licensed Area at its own risk and releases the Licensor from all Claims resulting from any damage, loss, death or injury in connection with the Licensed Area and the carrying out of the Licensee’s Works.

## Indemnity

The Licensee indemnifies and holds harmless the Licensor against all Claims resulting from any damage, loss, death or injury in connection with the Licensed Area or any Loss or damage suffered by the Licensor occurring as a result of:

### any act or default by the Licensee;

### the carrying out of the Licensee’s Works; or

### any breach of this Licence by the Licensee,

except to the extent that any damage, loss, death or injury is caused or contributed to by the negligence of the Licensor.

# Assignment and change of control

The Licensee must not deal with its interest in the Licensed Area including assigning this Licence to a new licensee or sub-licensing the Licensed Area to a new licensee except with the prior consent in writing of the Licensor which may be granted or withheld in the absolute discretion of the Licensor.

The Licensee must not mortgage or charge this Licence or grant any Security Interest over this Licence except with the prior consent in writing of the Licensor which may be granted or withheld in the absolute discretion of the Licensor.

If the Licensee is a corporation (other than a corporation listed on any stock exchange in Australia) a change in the Control of the corporation as existed at the Commencement Date (whether occurring at the one time or through a series or succession of issues or transfers) or a change in the holding of more than one-half of the issued share capital, either beneficially or otherwise, will be deemed to be an assignment of this Licence and the Licensee must seek the prior consent of the Licensor to that assignment in accordance with clause 8.1.

# Default by Licensee

## Occurrence of Default Event

### Default Notice:

#### If a Default Event occurs, the Licensor may give the Licensee a Default Notice requiring the Licensee to remedy the Default Event. The Licensee must remedy the Default Event within 14 days after the Licensor approves the Cure Plan in accordance with clause 9.1.3 (or such longer period as may be specified by the Licensor).

### Submission of Cure Plan:

#### Within 7 days of receiving the Default Notice, the Licensee must submit a Cure Plan to the Licensor for approval. The Cure Plan must include:

##### A description of the Default Event.

##### The steps the Licensee intends to take to undertake remediation works and remedy the Default Event.

##### A timeline for the implementation of each step.

##### Any interim measures the Licensee will take to mitigate the effects of the Default Event while the Cure Plan is being implemented.

##### Any resources (including financial, human, and material) that will be allocated to the remediation effort.

### Approval of Cure Plan:

#### The Licensor must review the Cure Plan within 7 days of receipt. The Licensor may:

##### Approve the Cure Plan as submitted.

##### Request modifications to the Cure Plan. The Licensee must submit a revised Cure Plan within 7 days of receiving the Licensor’s request for modifications.

##### Reject the Cure Plan if it is deemed insufficient to remedy the Default Event.

### Implementation of Cure Plan:

#### Upon approval of the Cure Plan, the Licensee must promptly implement the steps outlined in the approved Cure Plan in accordance with the specified timeline under clause 9.1.1.

### Progress Reports:

#### The Licensee must provide the Licensor with regular progress reports (at intervals specified in the approved Cure Plan) detailing the actions taken and progress made towards remedying the Default Event.

### Extension of Cure Period:

#### If the Licensee demonstrates that it is diligently working to rectify the Default Event in accordance with the approved Cure Plan but requires more time to complete the remediation, the Licensee may request an extension of the rectification period. The Licensor, at its discretion, may grant an extension if it is satisfied with the Licensee's progress and efforts.

### Failure to Remedy:

#### If the Licensor is satisfied, after giving the Licensee a reasonable opportunity to be heard, that the Licensee has failed to remedy the Default Event in accordance with the Default Notice and the approved Cure Plan, the Licensor may:

##### serve a notice on the Licensee suspending the rights of the Licensee under this Licence (Suspension Notice) until the Default Event is rectified to the Licensor’s satisfaction.

##### declare that this Licence is revoked, by notice issued to the Licensee.

### No Compensation:

#### If this Licence is revoked or suspended in accordance with this clause, the Licensee has no Claim against the Licensor on any basis whatsoever and is not entitled to any Compensation in relation to that revocation or suspension.

## Default under Commonwealth Licence

### Where the Licensee has been served with a notice of breach by the Commonwealth for a breach by the Licensee of the Commonwealth Licence, or the Commonwealth has otherwise exercised enforcement rights against the Licensee in respect of the Commonwealth Licence, the Licensee must notify the Licensor within 5 business days of the Licensee receiving the notice of breach or being notified of the enforcement right being actioned.

### If the rights of the Licensee under the Commonwealth Licence are suspended, the rights of the Licensee under this Licence are also suspended for the same period of time that the rights of the Licensee under the Commonwealth Licence are suspended.

### If the Commonwealth Licence is terminated for any reason, this Licence also terminates without the requirement for any further notice and the Licensor may, by notice, declare that this Licence is revoked.

## No Compensation

If this Licence is revoked or suspended in accordance with this clause 9, the Licensee has no Claim against the Licensor on any basis whatsoever, and is not entitled to any Compensation in relation to that revocation or suspension.

# Termination without Default

## Termination without Default Notice

### The Licensor may determine that a Licence is revoked without a Default Event having occurred. Where the Licensor has determined to terminate this Licence without a Default Event having occurred, the Licensor must give the Licensee a Termination without Default Notice in accordance with this clause 10.

## Termination without Default

### In addition to, and not in substitution for, the power to revoke or suspend this Licence in accordance with clause 9, the Licensor may terminate this Licence without Default in accordance with the relevant provisions of the Land Act, Forests Act or CLR Act, which includes, but is not limited to, circumstances where the Licensor considers in its discretion, acting reasonably:

#### that any new Law, regulation, or governmental directive requires the Licensed Area to be used for a different purpose or restricts its current use in such a manner that continuing this Licence becomes impractical, unfeasible or impossible.

#### that termination is necessary for reasons of public interest, including but not limited to public health, safety, or welfare.

#### to develop or redevelop the Licensed Area for any purpose. In such event, the Licensor shall provide the Licensee with an option to relocate to a comparable area, if available, under similar terms.

#### that any environmental condition or discovery of Contamination on or around the Licensed Area necessitates termination of the Licence to comply with environmental laws or regulations.

#### that the Licensee has failed or is failing to comply with specific regulations or requirements related to the use of the Licensed Area that are critical to maintaining permits or approvals necessary for the operation of the Licensed Area.

#### that the Commonwealth Government has revoked its declaration of the Commonwealth declared area adjacent to the Licensed Area under the OEI Act.

## Notice Period

### If the Licensor determines to terminate the Licence under clause 10.1, the Licensor must give at least 21 days' notice, or any other period considered appropriate by the Licensor in the circumstances, to the Licensee before the termination takes effect.

## No Compensation

### If this Licence is terminated in accordance with this clause 10, the Licensee has no Claim against the Licensor on any basis whatsoever and is not entitled to any Compensation in relation to that termination.

# Compliance with Native Title Requirements

### The Licensee must comply with the Native Title Requirements. The Licensor is not liable for any compliance or non-compliance in respect of the Native Title Requirements.

### The Licensee and the Native Title Party acknowledge that neither the Licensor nor its officers, employees or agents have any obligation or liability whatsoever in connection with the rights and obligations of the Native Title Party or the Licensee under any related agreement pursuant to clause 12.

### The Licensee indemnifies the Licensor and the State of Victoria to the full extent permitted by law from and against all liability in relation to anything arising out of, or in connection with, the Licence or any related agreement pursuant to clause 12.

**[Note: the Native Title Requirements that the Licensee must comply with will be stated in Annexure 3. Clauses 11 and 12 set out a requirement to comply with Native Title Requirements that are articulated in Annexure 3 and the need to reach an agreement with the relevant Native Title Party. If the Deed Poll at Annexure 4 is executed by the Licensee and Native Title Party, then the Licensee will have met the requirements of Annexure 3 and if a copy is provided to the Licensor, it will be considered that the Licensee has complied with Clauses 11 and 12.]**

# Agreement making with the Native Title Party

### The Licensee must reach an agreement with the Native Title Party as to the granting of the Licence and the conditions to which the agreement to grant the Licence is subject, including the provision of compensation (if any), and must provide the Licensor with either:

#### a signed copy of the Deed Poll at Annexure 4; or

#### a notice signed by the Licensee and the Native Title Party stating that they have reached an agreement that complies with this Licence condition.

# Environmental and cultural heritage obligations

## Comply with Environmental Protection Legislation

The Licensee must, in its use of the Licensed area, at its own cost comply with all Environmental Protection Legislation and any permit, approval, consent, licence or authority issued pursuant to any Environmental Protection Legislation.

## Comply with cultural heritage obligations

The Licensee must, in its use of the Licensed area, at its own cost, comply with all applicable Laws with respect to cultural heritage and Aboriginal cultural heritage.

## Contamination

### The Licensee must not cause, contribute to, disturb or interfere with any Contamination.

### If any Contamination caused or contributed to by the Licensee is found in or near the Licensed Area, or any existing Contamination is exacerbated by the Licensee during the Term, the Licensee must notify the Licensor, the Environment Protection Authority and any other appropriate Authority as soon as practicable and, in any event within 10 Business Days after the discovery of the Contamination.

### The Licensee must remediate any Contamination caused or contributed to by the Licensee and do everything necessary or desirable to minimise the harm caused by the Contamination.

### In addition to any other indemnity in this Licence, the Licensee indemnifies and holds indemnified the Licensor against all Claims arising out of or otherwise in respect of a breach of this clause by the Licensee.

# Licensee's obligations at the end of this Licence

At the end of this Licence, the Licensee must vacate the Licensed Area and give it back to the Licensor in a condition consistent with the Licensee having complied with its obligations under this Licence.

At the end of this Licence, the Licensee must, within 20 days unless otherwise specified by the Licensor, remove all chattels and equipment from the Licensed Land and make good any damage caused to the Licensed Area by the affixing or removal of the Licensee’s chattels and equipment to the satisfaction of the Licensor.

If the Licensee fails to remove the Licensee’s chattels and equipment at the end of this Licence in accordance with clause 14.2, the Licensor may remove them at the cost of the Licensee and make good any damage caused to the Licensed Land by the affixing or removal. Any costs incurred by the Licensor is a debt due and payable by the Licensee to the Licensor, and is recoverable as a liquidated debt payable on demand.

# GST

## Definitions

In this clause words and expressions that are not defined in this Licence but which have a defined meaning in the GST Law have the same meaning as in the GST Law.

## GST Exclusive

Except as otherwise provided by this Licence, all consideration payable under this Licence in relation to any supply is exclusive of GST.

## Increase in Consideration

If GST is payable in respect of any supply made by a supplier under this Licence (**GST Amount**), the recipient will pay to the supplier an amount equal to the GST payable on the supply.

## Tax Invoice and Payment of GST

### The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST Amount under clause 15.4.2

### Once a tax invoice has been issued under clause 15.4.1, the recipient will pay the GST Amount at the same time and in the same manner as the consideration for the supply is to be provided under this Licence.

## Reimbursements

If this Licence requires a party to reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:

### the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party is entitled; and

### if the payment or reimbursement is subject to GST, an amount equal to that GST.

## Adjustment events

If an adjustment event occurs in relation to a taxable supply under this Licence:

### the supplier must provide an adjustment note to the recipient within 7 days of becoming aware of the adjustment; and

### any payment necessary to give effect to the adjustment must be made within 7 days after the date of receipt of the adjustment note.

# Confidentiality

## Obligations of Confidentiality:

### The Licensee agrees to:

#### Non-Disclosure: Not disclose Confidential Information to any third party without the prior written consent of the disclosing party, except as expressly provided in this Licence.

#### Use of Confidential Information: Use Confidential Information solely for the purpose of performing obligations or exercising rights under this Licence and not for any other purpose.

#### Protection of Confidential Information: Take reasonable measures to protect the confidentiality of the Confidential Information, including implementing appropriate security measures.

### The Licensor agrees not to disclose Confidential Information provided by the Licensee except:

#### when the Licensor reasonably believes such disclosure is required by any Law, and then only to the extent reasonably required;

#### when the disclosure is required by an order of a court of competent jurisdiction for the purposes of any litigation or arbitration arising from this Licence, and then only in accordance with the terms of that order;

#### to a Minister or Parliament in accordance with statutory or portfolio duties or functions or for public accountability reasons, including following a request by a Minister, Parliament or a House of a Committee of the Parliament of Victoria or their respective staff;

#### to any Victorian Government entity or statutory authority, when this serves the Licensor’s legitimate interests, including to the Victorian Auditor-General’s Office;

#### to any state, territory or Commonwealth government, where that disclosure occurs under a structured intergovernmental arrangement; and

#### to the officers, employees, agents, contractors, legal and other advisers and auditors (as applicable) of the entities set out in paragraphs (a) to (f),

### provided that the information is marked as ‘confidential information’ before being provided to the recipient.

## Permitted Disclosures

The Licensee may disclose Confidential Information:

### To Permitted Disclosees: To Permitted Disclosees, provided that the Licensee ensures that each Permitted Disclosee complies with the confidentiality obligations set out in this Licence.

### To Third Party Licensees: To a Third Party Licensee for the purpose of complying with clause 4.3 (and then only to the extent reasonably required), provided that the Licensee ensures that the Third Party Licensee complies with the confidentiality obligations set out in this Licence.

### Legal Requirement: If required to do so by any Law, regulation, or order of a court or other governmental body, provided that the Licensee gives the Licensor prompt written notice of such requirement prior to disclosure and cooperates with any attempts by the Licensor to obtain a protective order or similar remedy.

### Advisers, consultants, contractors and communities of practice: To professional advisers, consultants, or other participants in industry-standard community of practice groups, provided that such disclosures are necessary for the Licensee to fulfil its obligations under this Licence and that the recipients are bound by confidentiality obligations no less restrictive than those set out in this Licence.

### Where 16.2.1 to 16.2.4 do not apply, the Licensee may disclose Confidential Information where it has obtained the prior written consent of the Licensor.

## Publicity

### The Licensee shall not make any public announcement or issue any press release that is adverse to the Licensor or regarding this Licence or its subject matter without first notifying the Licensor of the Licensee's intention to make such an announcement or release and providing the Licensor with 21 days to respond. This restriction does not apply to any disclosure required by Law, regulation, or applicable stock exchange rules, provided that the Licensee gives the Licensor reasonable prior notice of such required disclosure.

### Nothing in clause 16.3.1 prevents the Licensee from engaging in publicity related to its project and activities in the Licensed Area, provided it is not adverse to the Licensor or this Licence.

## No Licence

### Nothing in this Licence grants the Licensee any rights in or to the Confidential Information, except as expressly set forth herein.

## Survival

### The confidentiality obligations set out in this Licence shall survive the termination or expiration of this Licence for a period of three years.

## Remedies

### The Licensee acknowledges that any breach of the confidentiality obligations set out in this Licence may cause irreparable harm to the disclosing party for which damages would not be an adequate remedy, and the disclosing party shall be entitled to seek injunctive relief in addition to any other remedies available at law or in equity.

# General

## Variations

### Licensor-initiated variations:

#### The Licensor may issue a variation notice to vary the terms, conditions or particulars of this licence, in its discretion.

#### The Licensor must provide the Licensee with at least 21 days' written notice before any variation takes effect.

#### Failure by the Licensee to adhere to the requirements of a variation issued by the Licensor under this clause constitutes a material breach of the Licence constituting a Default Event under this Licence.

### Licensee-initiated variations:

#### The Licensee may request a variation to this Licence by submitting a written request to the Licensor detailing the proposed changes and the reasons for the variation.

#### The Licensor must consider the request and provide a response within 21 days. Any approved variation must be agreed upon in writing and signed by both parties.

#### Any variation request from the Licensee must demonstrate consideration of public interest, such as public health, safety, environmental protection, or compliance with new regulations.

## Notices

### Any notice required to be served under this Licence must be in writing and must be served via email, by post or hand delivered to:

#### the Licensee at its email and postal address set out in this Licence, the Licensee's registered office address, or the last known address of the Licensee; and

#### the Licensor at its address set out in this Licence or any other address notified in writing to the Licensee by the Licensor.

### Despite clause 17.2.1, a Default Notice issued by the Licensor under clause 9.1.1 or a notice of Termination without Default under clause 10.1 must be served on the Licensee by post.

## Entire understanding

This Licence contains the entire understanding between the parties as to the subject matter contained in it. All previous agreements, representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are superseded by this Licence and have no effect.

## Waiver

If the Licensor accepts the Licence Fee or any other monies under this Licence (before or after the end of this Licence) or does not exercise or delays exercising any of the Licensor's rights under this Licence, it will not be a waiver of the breach of this Licence by the Licensee or of the Licensor's rights under this Licence.

# Interpretation

## Governing law and jurisdiction

This Licence is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of Victoria and waives any right to object to proceedings being brought in those Courts.

## Persons

In this Licence, a reference to a person includes a firm, partnership, association, corporation or other corporate body.

## Joint and several

If a party consists of more than one person, this Licence binds them jointly and each of them severally.

## Legislation

In this Licence, a reference to a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them.

## Clauses and headings

In this Licence:

### a reference to a clause, schedule or appendix is a reference to a clause, schedule or appendix in or to this Licence; and

### headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this Licence.

## Severance

In this Licence:

### if a provision in this Licence is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and

### if it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Licence.

## No relationship

No party to this Licence has the power to obligate or bind any other party. Nothing in this Licence will be construed or deemed to constitute a partnership, joint venture or employee, employer or representative relationship between the Licensor and the Licensee. Nothing in this Licence will be deemed to authorise or empower the Licensee to act as agent or representative for the Licensor or make representations on behalf of the Licensor.

## Number and gender

In this Licence, a reference to:

### the singular includes the plural and vice versa; and

### a gender includes the other genders.

## Electronic execution

### Each party consents to the signing of this Licence by electronic means. The parties agree to be legally bound by this Licence signed in this way.

### Any party may provide each other party with the ability to sign this Licence by electronic means, including by giving access to software or to an online service for this purpose.



Annexure 1

Plan of Licensed Area

**E.g.**

**Plan of Licensed Area**

**Licensed Area Description:**

The Licensed Area is defined as the geographical area for offshore wind energy development, delineated by the following coordinates and boundaries:

* Geographical coordinates:
  + The Licensed Area is bounded by the following points (latitude and longitude):
    - Point A: Latitude [insert], Longitude [insert]
    - Point B: Latitude [insert], Longitude [insert]
    - Point C: Latitude [insert], Longitude [insert]
    - Point D: Latitude [insert], Longitude [insert]
  + Boundary description:
    - The Licensed Area is a rectangular zone extending from Point A to Point B, then to Point C, and closing the loop back to Point D. The area covers a total of [insert] square kilometres.
  + Depth and subsurface rights:
    - The licence includes rights to the seabed and subsoil up to a depth of Y meters below the sea surface for the purposes of installing and maintaining offshore wind energy infrastructure.
  + Access routes:
    - Access to the Licensed Area from the nearest port ([insert port name]) will be via designated shipping lanes, as outlined in the attached maritime navigation chart (Annexure 1.1).
  + Environmental and navigational considerations:
    - The Licensed Area encompasses certain environmentally sensitive zones, as indicated in the attached environmental impact assessment map (Annexure 1.2).
    - Navigational buoys and markers will be installed to delineate the boundaries of the Licensed Area for maritime traffic.
  + Subdivisions:
    - The Licensed Area may be subdivided into smaller parcels for phased development, each with its specific coordinates and boundaries, as defined in the development plan approved by the Licensor.

Attachments:

Annexure 1.1: Maritime Navigation Chart

Annexure 1.2: Environmental Impact Assessment Map

Annexure 1.3: Detailed Coordinates and Boundary Map]



Works Plans

**[Note: Works Plan will be attached setting out the details of the works / investigations to be undertaken by the Licensee in the Licensed Area. That will include details of the investigative works proposed to be undertaken, including any physical or other works proposed to be undertaken in the Licensed Area including:**

* **any tethered monitoring devices;**
* **high resolution geophysical surveys;**
* **geotechnical testing;**
* **environmental impact assessments;**
* **meteorological and oceanographic data collection;**
* **cable route surveys;**
* **grid connection studies;**
* **coastal, seabed and marine archaeology; and any other feasibility or desirability testing works.]**



Native Title Requirements

**The Licensee must comply with all provisions of the Native Title Act and Settlement Act.**

**Written notice to the Native Title Party of any activities being undertaken pursuant to the licence, is required prior to undertaking any activities. The Licensee must not unduly restrict the Native Title Party’s access to the Licensed Area unless due to occupational health and safety reasons.**

**Further, in compliance with clauses 11 and 12 of the Licence, the Licensee must provide to the Licensor either:**

1. **a** **signed copy of the Deed Poll at Annexure 4; or**
2. **a notice signed by the Licensee and the Native Title Party stating that they have reached an agreement that complies with clause 12 of this Licence,**

**prior to commencement of any activities pursuant to the Licence.**



**Standard Deed Poll – Victorian Offshore Windfarm Feasibility Access Licence**

**Agreement between:**

Gunaikurnai Land and Waters Aboriginal Corporation RNTBC (ICN 4768) (**GLaWAC**); and

[Insert licence applicant] (**Licence Holder**)

Background

1. The Licence Holder seeks the grant of a licence for the purposes of investigating offshore wind electricity transmission infrastructure under the *Land Act 1958*, the *Crown Land (Reserves) Act 1978*, the *National Parks Act 1975* and / or the *Forests Act 1958* (**Licence**).
2. GLaWAC is the Registered Native Title Body Corporate for some or all of the area over which the Licence is to be granted (**Agreement Area**).
3. This Deed Poll is entered into by the Licence Holder to satisfy the conditions of the Licence, as set by the Department of Energy, Environment and Climate Action (**DEECA**), and to meet any requirements in respect of the grant of the Licence under the *Traditional Owner Settlement Act 2010* (Vic) (***Settlement Act***) or the *Native Title Act 1993* (Cth) (***Native Title Act***).

**Agreed terms**

1. The Licence Holder must use its best endeavours to minimise interference with the entry, occupation and use of any part of the Agreement Area covered by the Licence by traditional owners in exercise of traditional owner or native title rights as recognised under the *Settlement Act* or the *Native Title Act*.
2. The Licence Holder has a duty to consult with GLaWAC regarding all works carried out throughout the period it holds the Licence, which includes without limitation a duty to provide the following to GLaWAC :
   1. written notice upon receiving the grant of the Licence, and any approvals, renewals, amalgamations or relinquishments in relation to the licence;
   2. a copy of any documents, including variations and attachments, required to be provided to DEECA in accordance with the Licence, and any other information reasonably requested by GLaWAC.
3. For the purposes of cl 2.b, the Licence Holder may request GLaWAC to execute a confidentiality deed in relation to any information or documents it reasonably considers confidential prior to providing any documents or information.
4. The Licence Holder may assign, transfer or novate the whole or any part of its rights and obligations under the Licence to a person who has entered a written undertaking to be bound by and have the benefit of this Deed. The Licence Holder must provide a copy of that undertaking to GLaWAC prior to being released from any obligations under this Deed.
5. The Licence Holder will pay GLaWAC a Community Benefit in the amount of $15,000 within 28 days of the date of this Deed.
6. If the Licence Holder intends to seek the grant of any interest or right permitting the development of electricity transmission infrastructure in the Agreement Area or intends to develop electricity transmission infrastructure in the Agreement Area (**Development Activity**):
   1. it will provide GLaWAC with reasonable notice prior to undertaking the Development Activity; and
   2. agrees to negotiate an agreement with GLaWAC in good faith as to the terms and conditions associated with the Development Activity, including for the payment of compensation.

**Executed** as a deed poll and delivered on the date shown below.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Signed by **[INSERT LICENCE HOLDER DETAILS]** in accordance with section 127 of the *Corporations Act 2001* (Cth): | | | | )  )  ) ) |  | |
|  |  |  | | |
| Signature of Director |  | | Signature of Director | | | |
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|  |  | |  | | | |
| Full Name of Director (Printed) |  | | Full Name of Director (Printed) | | | |
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| Date |  | | Date | | | |