



## **LOCATION AGREEMENT FOR RESEARCHERS 2017**

Agreement between the party named in the Schedule (“the Researcher”) and the party named in the Schedule  
(ALC on behalf of “the Traditional Owners”)

This **Location Agreement 2017** is to be read, understood and signed alongside the **Copyright Consent Agreement 2017**.

### **1. Permission**

The ALC on behalf of “the Traditional Owners hereby give permission for the Researcher to access traditional lands at (LOCATION WITH MAP ATTACHED)\_\_\_\_\_ on Groote Eylandt on the (DATES) \_\_\_\_\_.

### **2. Warranties and Rights**

The ALC on behalf of the Traditional Owners warrants that:

- (i) The Traditional Owners are the owners of the Location and have been consulted and authorised the ALC to enter into this Agreement on their behalf;
- (ii) the permission of no other person, or corporation is or will be necessary in order to enable the Researcher to exercise and enjoy fully the rights and benefits granted in the Agreement; and
- (iii) The ALC on behalf of the Traditional Owners have advised the Researcher of any defects and/or dangers of which the Owners are aware in relation to the Location.
- (iv) This permission shall include, without limitation, the right to bring personnel and equipment onto the Location.

### **3. Conditions of Land Access**

The Researcher agrees to remove and clean up after completion of work and such other rights as set out below.

### **4. Free, Prior and Informed Consent**

The ALC on behalf of the Traditional Owners confirm that they are aware of the subject matter of the Film as set out the Schedule.

**5. Statements of Indemnity**

- (i) The ALC on behalf of the Traditional Owners agree to indemnify and hold harmless the Researcher against and from any and all loss and damage (including expenses not limited to legal fees) arising out of, or in connection with a breach of the above warranties.
  
- (ii) The Researcher agrees to indemnify and hold the ALC on behalf of the Traditional Owners, harmless against and from any and all liability, loss and theft, which the Researcher may suffer by reason of accidents or other damage to the Location or bodily injury including death, caused by the negligence of any of its employees on or about the Location (ordinary wear and tear of the Location in connection with the use specified in this Agreement excepted).

**6. Damage to Location**

The ALC on behalf of the Traditional Owners agree to notify the Researcher in writing within seven (7) days of completion of the filming of any damage claimed to arise from the Researcher's use of the Location. The Researcher and its representatives will be allowed access to the Location to assess and (where appropriate) rectify any such damage. Failure by the Traditional Owners to notify the Researcher in accordance with this paragraph shall relieve the Researcher of all responsibility in respect of damage arising from its use of the Location.

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For and on behalf of ("**The Traditional Owners**") by **Anindiliyakwa Land Council**

SIGNED:  
TITLE:  
DATE:

For and on behalf of ("**The Researcher**")

SIGNED:  
TITLE:  
DATE:

**SCHEDULE A**

**Researchers:**

**Copyright Owner:** Anindiliyakwa Land Council on behalf of the Traditional Owners

**TO Consultation Fees:** \$300 full day/\$150 half day

**Period**

**Location:**

**Research Title:**

**Subject Matter:**

**Map:**