Department of Resources
MINISTER'S BRIEFING NOTE – Scott Stewart MP

Policy Advisor	OK
Chief of Staff	OK

Approved / Not approved / Noted

Minister: s.73 Irrelevant

Dated: 24/10/2023

SUBJECT: Creation of Restricted Areas RA454 and RA455 over salt deposits in the Adavale Basin

TIMING: Routine

RECOMMENDATION:
It is recommended that you:

a. **Note** the public interest (**Attachment 1**) for the creation of two restricted areas (RA) over prospective salt deposits in the Adavale Basin.
b. **Approve** the creation of RA454 and RA455, as shown in (**Attachment 2**) and described in (**Attachment 3**), pursuant to section 391 of the *Mineral Resources Act 1989* and section 33 of the *Geothermal Energy Act 2010*.
c. **Approve** the publication of the draft gazette notice (**Attachment 4**) which will give effect to RA454 and RA455.

KEY ISSUES:

1. Geoscience Australia (GA) has identified parts of the Adavale Basin, between Charleville and Longreach that are likely to be the most geologically favourable sites in Queensland, with potential to host subterranean salt caverns for bulk storage of hydrogen gas.
2. The Australian Government has committed $15 million for GA to carry out stratigraphic drilling, obtain samples of deep salt-bearing horizons and analyse the potential of these features for hydrogen storage.
3. GA made a request to the Geological Survey of Queensland (GSQ) for the creation of RAs to assist their investigations.
4. The areas for the proposed RAs are currently free of resource authorities and their gazettal will prohibit new resource authorities being applied for over the subject area, allowing GA to undertake its proposed drilling program unencumbered by competing resource activity.
5. There are several granted exploration permits for minerals surrounding RA454. Exploration targets include potash, salt deposits, critical minerals (lithium, rare earth elements and vanadium) as well as underground hydrogen storage potential.
6. The Department of Resources will reassess the need to retain RA454 and RA455 after the drilling program and analysis of the results have been finalised with a view to re-releasing the land for further exploration.

RISK:

7. If RAs are not created, there is a chance that the grant of new resource authorities over the subject area could preclude GA from undertaking the research. This would limit the availability of pre-competitive geological and geotechnical data that could otherwise be the necessary catalyst for further private investment in the area. Such an outcome could present a reputational risk to the Queensland Government if it is viewed as unsupportive of the development of the renewable hydrogen industry.
8. The risk of creating the RAs is that no new private investment in exploration could occur over the subject land while they are in place. Although once repealed, the land would again be available for exploration with the added value of new data to benefit the next permit holder.

CONSISTENCY WITH ELECTION COMMITMENTS AND GOVERNMENT OBJECTIVES:

9. Salt cavern storage of hydrogen is an emerging technology that has potential to facilitate the growth of the renewable hydrogen industry.

Author:	Recommended – ED:	Endorsed – DDG:	Endorsed - DG
Name: Tom Kasauskas Title/Business Group: Sr Project Officer, Resource Planning Telephone: 5451 2240 Date: 29 September 2023	Name: Tony Knight Title/Business Group: Acting Chief Government Geologist, GSQ Telephone: s.73 Irrelevant Date: 29 September 2023	Name: Shaun Ferris Title/Business Group: DDG Georesources Telephone: s.73 Irrelevant Date: 29 September 2023	Director-General: Warwick Agnew Date endorsed: 16 October 2023

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10. This work supports the Queensland Government's Hydrogen Industry Strategy 2019–2024 and the Australian Government's net-zero by 2050 emissions reduction plan. It supports Action 1.6 of the Queensland Energy and Jobs plan, which seeks to grow the future renewable hydrogen industry and it will also indirectly help inform Action 14 of the Queensland Resources Industry Development Plan, which seeks to review the regulatory environment for hydrogen projects.

RESOURCE IMPLICATIONS:

11. Finance / Budget - N/A.
12. HR - N/A.

COMMUNICATION:

13. If approved, GSQ will proceed to publish the decision in the gazette as per standard procedure and then notify GA of the outcome.

BACKGROUND:

14. The Mineral Geoscience Unit (MGU) within GSQ has been collaborating with GA on the Data Driven Discoveries Program which seeks to understand the stratigraphy, groundwater and buried salt resources of the Adavale Basin in Central Queensland.
15. MGU is supportive of GAs request in creating RAs over the Adavale Basin sites and has provided additional information and advice.

HUMAN RIGHTS IMPACT ASSESSMENT:

16. There are no implications for human rights under the *Human Rights Act 2019*.

ATTACHMENTS:

Attachment 1: Public interest considerations
Attachment 2: RA454 and RA455 maps
Attachment 3: RA454 and RA455 description
Attachment 4: Draft gazette notice

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ATTACHMENT 1

Public Interest Consideration

In making a public interest determination for the creation of Restricted Areas RA454 and RA455, in accordance with Section 391(2) of the *Mineral Resources Act 1989,* the following matters are noted for consideration:

- The Geological Survey of Queensland is collaborating with Geoscience Australia on the Data Driven Discoveries (DDD) Program which seeks to understand the stratigraphy, groundwater and buried salt resources of the Adavale Basin in Central Queensland.

- Through the Australian Government's $11M Trusted Environmental and Geological Information Program, the Adavale Basin was found to be the only region in Queensland with potential to support salt cavern storage of Green Hydrogen.

- The Australian Government, through Geoscience Australia, has committed a further $15M for drilling one initial stratigraphic borehole to obtain complete samples of salt-bearing horizons and allow new research to analyse the potential of these features for hydrogen storage.

- Together with the addition of the recently completed acquisition of $8.5M of new deep crustal seismic data these fundamental work packages will provide significant modern datasets to support new renewable energy development and investment opportunities for regional Queensland.

- This work supports the Queensland Government's Hydrogen Industry Strategy 2019-2024 and the Australian Government's net-zero by 2050 emissions reduction plan. It supports Action 1.6 of the Queensland Energy and Jobs plan, which seeks to grow the future renewable hydrogen industry and it will also indirectly help inform Action 14 of the Queensland Resources Industry Development Plan, which seeks to review the regulatory environment for hydrogen projects.

- Restricted Areas RA454 and RA455 are located in a part of the Adavale Basin where salt resources are more likely to be found at a suitable depth and have been carefully selected to avoid existing resource authorities.

- The buried salt resources of the Adavale Basin are already being targeted by the holders of adjoining exploration permits for minerals (EPMs), although to date only limited exploration activity has occurred, meaning geological and geotechnical data is lacking.

- There is a risk that the grant of further resource authorities in the area could preclude the Queensland Government and Geoscience Australia from undertaking research into the characteristics of the salt resources. This would in turn limit the availability of pre-competitive geological and geotechnical data that could be the necessary catalyst for further private investment.

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- The creation of Restricted Areas RA454 and RA455 will allow Geoscience Australia to undertake the drilling program unencumbered by competing resource authorities and mitigate reputational risk for the Queensland Government and Geoscience Australia.

- The proposed drilling by Geoscience Australia will reduce exploration risk and encourage current or new authority holders by providing new pre-competitive geological and geotechnical data on the salt resources in the Adavale Basin. The data gathered through drilling will stimulate investment for a potential low-cost renewable hydrogen generation, storage and distribution industry, capitalising on the region's existing energy distribution infrastructure that serves eastern Australia through existing gas infrastructure.

- These restricted areas are intended to be temporary, existing only for the duration of Geoscience Australia's exploration program, meaning they can be repealed after the data has been analysed and released. Alternatively, the land could be released strategically (e.g. via a bidding process) which would enable the Queensland Government to select successful applicants for exploration permits through a competitive and fair assessment process, supporting environmental responsibility and land care management in exploration activities.

- The creation of restricted areas of this type are an important element of the Government's strategy for promoting exploration investment in frontier and under-explored areas of the State and for the development of renewable energy resources.

- The creation and repeal of these areas provides equal opportunity for local and international companies to access the land to explore, overcoming the difficulties (like lack of local knowledge) for international companies conducting exploration in Queensland for the first time.

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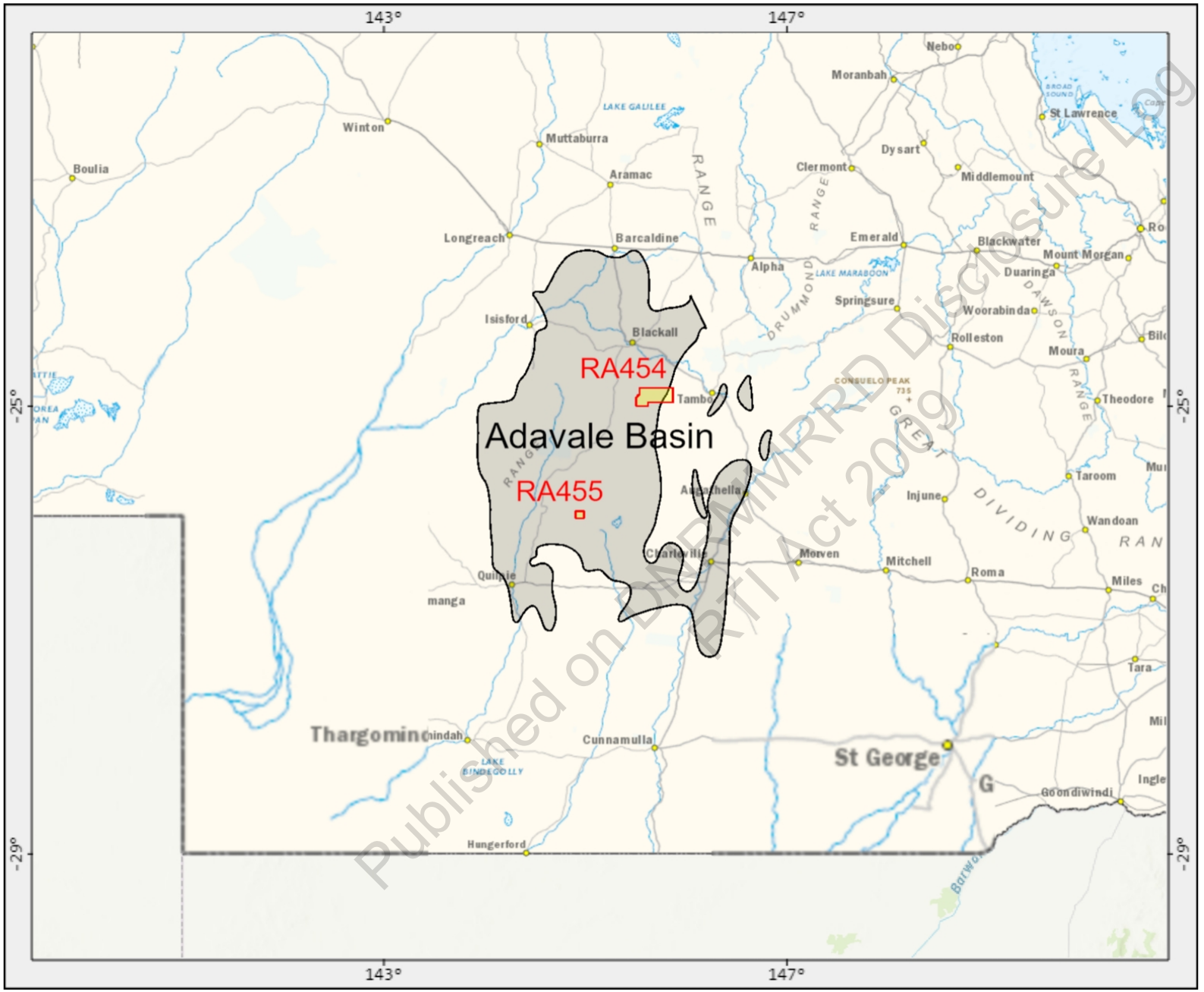
Recommendations

It is in the public interest to create Restricted Areas RA454 and RA455 in accordance with the *Mineral Resources Act 1989* and *Geothermal Energy Act 2010,* based on the overall benefit to the State.

The gazettal of Restricted Areas RA454 and RA455 will prevent the granting of additional resource authorities and will ensure that no new resource activities are carried out during Geoscience Australia's exploration program. The need for Restricted Areas RA454 and RA455 will be reviewed once new geological and geotechnical data has been analysed and released.

Proposed Restricted Areas RA454 & RA455

Regional context



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Print date: 21/9/2023
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Department of Resources

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Proposed Restricted Areas RA454 & RA455

Regional context

Legend

Block

Sub-block

Places: My Places

Aa RA454

Aa RA455

Places: Structural Framework all

Adavale Basin

Places: 20230808_Adavale_proposed_RAs.zip - poly

RA454

RA455

Attribution

Esri, CGIAR

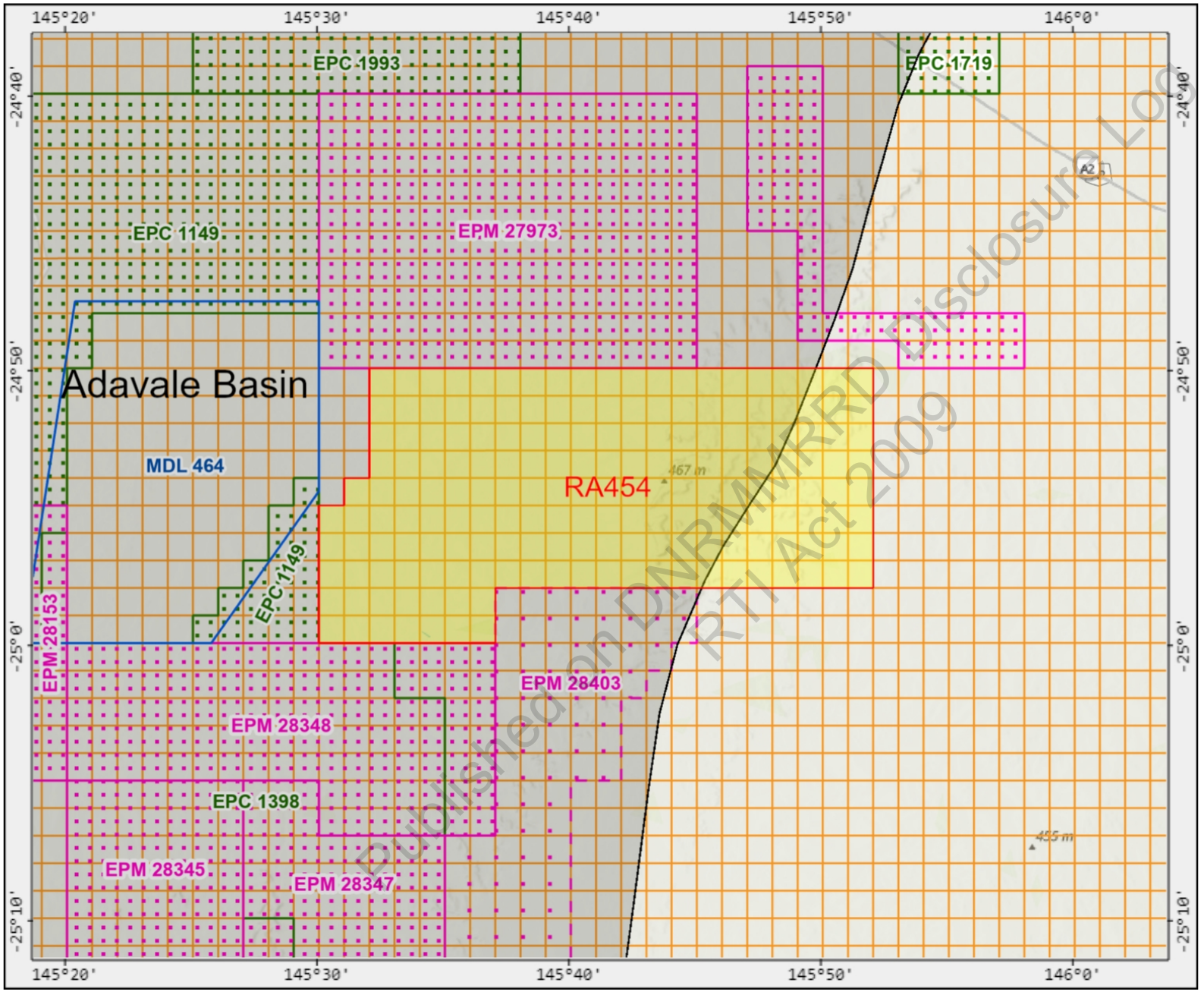
Department of Resources, Dept.of Environment and Science, Esri, HERE, Garmin, Foursquare, FAO, METI/NASA, USGS

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Proposed Restricted Area RA454



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Proposed Restricted Area RA454

Legend

EPC granted

EPM application

EPM granted

MDL permit granted

Block

Sub-block

Places: My Places

Aa RA454

Aa Adavale Basin

Places: Structural Framework all

Adavale Basin

Places: 20230808_Adavale_proposed_RAs.zip - poly

RA454

Attribution

Esri, Geoscience Australia, NASA, NGA, USGS

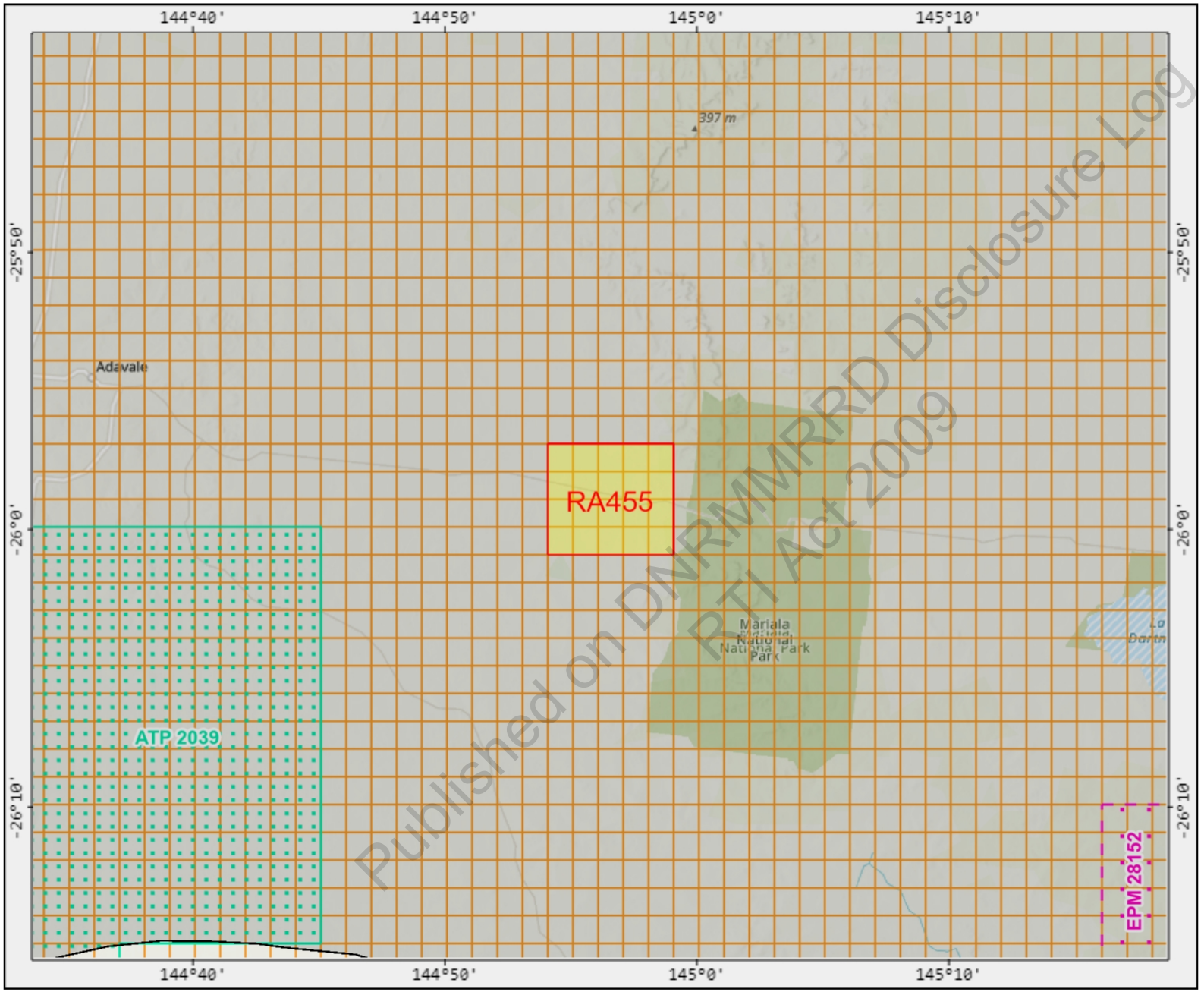
Department of Resources, Dept.of Environment and Science, Esri, HERE, Garmin, Foursquare, METI/NASA, USGS

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Proposed Restricted Area RA455



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Proposed Restricted Area RA455

Legend

EPM application

ATP granted

Block

Sub-block

Places: My Places

Aa RA455

Aa Adavale Basin

Places: Structural Framework all

Adavale Basin

Places: 20230808_Adavale_proposed_RAs.zip - poly

RA455

Attribution

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Attachment 3

Proposed Restricted Areas (RA454 and RA455) Description: Sub-blocks

(Note: Schedules include the name of the block identification map (BIM), block number and sub-block letters as defined in the Queensland Mines and Energy Block Identification Maps Series B)

Schedule 1 – RA454 (Ravensbourne)

BIM NAME	BLOCK	SUB-BLOCK
Charleville	739	c, d, e, h, j, k, n, o, p, s, t, u, w, x, y, z
Charleville	740	a, b, c, d, e, f, g, h, j, k, l, m, n, o, p, q, r, s, t, u, v, w, x, y, z
Charleville	741	a, b, c, d, e, f, g, h, j, k, l, m, n, o, p, q, r, s, t, u, v, w, x, y, z
Charleville	742	a, b, c, d, e, f, g, h, j, k, l, m, n, o, p, q, r, s, t, u, v, w, x, y, z
Charleville	743	a, b, f, g, l, m, q, r, v, w
Charleville	811	a, b, c, d, e, f, g, h, j, k, l, m, n, o, p, q, r, s, t, u, v, w, x, y, z
Charleville	812	a, b, c, d, e, f, g, h, j, k, l, m, n, o, p, q, r, v, w
Charleville	813	a, b, c, d, e, f, g, h, j, k, l, m, n, o, p
Charleville	814	a, b, c, d, e, f, g, h, j, k, l, m, n, o, p
Charleville	815	a, b, f, g, l, m, q, r, v, w

Schedule 2 – RA455 (Emu Creek)

BIM NAME	BLOCK	SUB-BLOCK
Charleville	1667	p, u, z
Charleville	1668	l, m, n, o, q, r, s, t, v, w, x, y
Charleville	1739	e
Charleville	1740	a, b, c, d

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ATTACHMENT 4

NOTIFICATION OF RESTRICTIONS UNDER SECTION 391 OF THE *MINERAL RESOURCES ACT 1989* AND UNDER SECTION 33 OF THE *GEOTHERMAL ENERGY ACT 2010*

Pursuant to Section 391 of the *Mineral Resources Act 1989* and Section 33 of the *Geothermal Energy Act 2010*, I notify the prohibition of applications for all mining tenements and geothermal tenures in respect of the land described in Schedule 1 and Schedule 2 below.

Scott Stewart MP
Minister for Resources

(Note: Schedules include the name of the block identification map (BIM), block number and sub-block letters as defined in the Queensland Mines and Energy Block Identification Maps Series B)

Schedule 1

The land in the following sub-blocks is included in restricted area RA454 -

BIM NAME	BLOCK	SUB-BLOCK
Charleville	739	c, d, e, h, j, k, n, o, p, s, t, u, w, x, y, z
Charleville	740	a, b, c, d, e, f, g, h, j, k, l, m, n, o, p, q, r, s, t, u, v, w, x, y, z
Charleville	741	a, b, c, d, e, f, g, h, j, k, l, m, n, o, p, q, r, s, t, u, v, w, x, y, z
Charleville	742	a, b, c, d, e, f, g, h, j, k, l, m, n, o, p, q, r, s, t, u, v, w, x, y, z
Charleville	743	a, b, f, g, l, m, q, r, v, w
Charleville	811	a, b, c, d, e, f, g, h, j, k, l, m, n, o, p, q, r, s, t, u, v, w, x, y, z
Charleville	812	a, b, c, d, e, f, g, h, j, k, l, m, n, o, p, q, r, v, w
Charleville	813	a, b, c, d, e, f, g, h, j, k, l, m, n, o, p
Charleville	814	a, b, c, d, e, f, g, h, j, k, l, m, n, o, p
Charleville	815	a, b, f, g, l, m, q, r, v, w

Schedule 2

The land in the following sub-blocks is included in restricted area RA455 -

BIM NAME	BLOCK	SUB-BLOCK
Charleville	1667	p, u, z
Charleville	1668	l, m, n, o, q, r, s, t, v, w, x, y
Charleville	1739	e
Charleville	1740	a, b, c, d

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Department of Resources
MINISTER'S BRIEFING NOTE – Scott Stewart MP

s.73 Irrelevant information

Policy Advisor ..... OK

Chief of Staff ..... OK

Approved / Not approved / Noted

s.73 Irrelevant information

Minister: ..

Dated: 13/2/23.

SUBJECT: Release of the Gas Industry Social and Environmental Research Alliance report

TIMING: Upcoming release of CSIRO's Gas Industry Social and Environment Research Alliance Report – Identification and screening for potential human health effects of coal seam gas activity in the southern Surat Basin

RECOMMENDATION:

It is recommended that you:

a. **Note** that CSIRO intends to release its Human Health Effects of Coal Seam Gas (CSG) Activity Study Report (the report) completed as part of the Gas Industry Social and Environmental Research Alliance (GISERA) in mid to late February 2023.

b. **Note** the only chemicals of concern or potential concern identified in the study are used by Shell/QGC and Origin/APLNG as part of their hydraulic fracturing (fracking) or well drilling activities.

c. **Note** the study to date has been limited to the identification and screening of chemicals used, not the pathway, likelihood or consequences of exposure and has been based on the limited existing data as provided by gas companies.

d. **Note** that CSIRO has agreed to provide an embargoed copy of the report to key stakeholders (including the Department of Resources (the department) and the CSG companies that form part of GISERA) at least 10-business days prior to the report's release, and to provide an in person briefing around the same period.

KEY ISSUES:

1. The purpose of the "Identification and screening for potential human health effects of CSG activity in the southern Surat Basin, Queensland" project was to:
   - Identify potential chemical and physical hazards to human health from CSG activities at a 2150 km^2 study site in the Surat Basin, Queensland.
     Conduct a screening assessment of existing company data related to these potential hazards.
   - Determine whether further in-depth assessment of these potential hazards is required.
2. Social factors (stressors that may be experienced due to changes associated with resource development) were not considered in this project.
3. The project has identified a small number of chemicals that warrant further assessment for their potential to impact on human health.
4. CSIRO will be conducting further research on these chemicals at a later date and is intending to announce the commencement of these further studies at the time the Report is released.
5. The February 2023 Report release will include related communications activities, such as the development of a consistent set of key messages, and the preparation of FAQs.
6. The department's Engagement and Compliance Unit (ECU) is working with CSIRO to determine the most appropriate way of handling any community concerns that follow the report's release.

RISK:

7. There is a risk that the public release of the document will generate media and/or community attention, especially given the Report does not talk specifically to the human health risk (pathway, likelihood or consequence of exposure).
8. It is also expected that the report will highlight the sometimes-poor quality of data that is provided to the department by CSG companies as part of their well completion and well work-over reports.

Author:	Recommended – ED:	Endorsed – DDG:	Endorsed - DG
Name: Gillian Naylor Title/Business Group: A/Director, Engagement and Compliance Unit Telephone: s.73 Irrelevan Date: 20 January 2023	Name: Luke Croton Title/Business Group: A/ED, Minerals and Coal Telephone: s.73 Irrelevant Date: 27 January 2023	Name: Shaun Ferris Title/Business Group: DDG, Georesources Telephone: s.73 Irrelevan Date: 30 January 2023 Drop Copy	Director-General: Mark Cridland Date endorsed: Drop Copy

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CONSISTENCY WITH ELECTION COMMITMENTS AND GOVERNMENT OBJECTIVES:

9. In 2018, the former Department of Natural Resources, Mines and Energy gave a $500 000 funding contribution to GISERA and participates in a joint working party along with the Department of Environment and Science (DES), the Department of State Development Manufacturing Infrastructure and Planning and Queensland Health (**Attachment 1**).

RESOURCE IMPLICATIONS:

10. There is a possibility that the department's Resource Community Infoline, which is managed by ECU, may be best placed to provide the single point of contact for enquiries relating to the report.

COMMUNICATION:

11. ECU is in ongoing communication with the project lead at CSIRO regarding key messaging and the identification of relevant points of contact in other relevant departments/agencies (Queensland Health, DES, Resources Safety and Health Queensland and the GasFields Commission Queensland).
12. ECU will progress a Hot Issues Brief ahead of the report's release with updated information.

BACKGROUND:

13. CSIRO's GISERA Project is a national collaboration between CSIRO; commonwealth, state and territory governments and industry. The Alliance was established to undertake publicly reported, peer-reviewed research.
14. This is the first study to apply the approach developed in the CSIRO GISERA project 'Human Health Effects of Coal Seam Gas—Designing a Study Framework' that was completed in 2018.
15. Following a CSIRO health study design project in New South Wales, it was identified that there is currently insufficient evidence to conclude that health impacts associated with CSG activities exist.
16. Focusing on an area where the CSG industry is well established (the southern Surat Basin), the project is investigating the possible chemical and physical hazards associated with CSG development.
17. The CSIRO health project relies on direct access to resource tenure holder data.

HUMAN RIGHTS IMPACT ASSESSMENT:

18. As this briefing note relates to the upcoming release of a report and does not relate to any administrative decisions being made, there are no implications for human rights under the *Human Rights Act 2019*.
19. However, should further studies indicate that human health risks associated with CSG activities do exist, then decisions made under administered legislation will need to consider whether the findings constitute a human rights impact and require an assessment.

ATTACHMENTS:

Attachment 1: Copies of Deed and Briefing note. Copy of CTS 02957/18

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CTS: 02957/18
eDOCS:

Department of Natural Resources Mines and Energy
DIRECTOR-GENERAL'S BRIEFING NOTE

SUBJECT: Commonwealth Scientific and Industrial Research Organisation, Gas Industry Social and Environmental Research Alliance, Human Health Effects of Coal Seam Gas Activity Study (the project)

Approved / Not approved / Noted
s.73 Irrelevant informati
Director- Genera ...
Dated.....22/2/18..

TIMING: Routine - payment of this contribution is due to the Commonwealth Scientific and Industrial Research Organisation on 28 February 2018

RECOMMENDATION:
It is recommended that you:

- **Sign** the attached Deed of Grant detailing the Department of Natural Resources, Mines and Energy's (DNRME) funding commitment of $500 000 for Phase 2 of the Commonwealth Scientific and Industrial Research Organisation (CSIRO) Human Health Effects of Coal Seam Gas Activity Study.

KEY ISSUES:

1. CSIRO sought and received a commitment from DNRME in 2017 for funding assistance for Phase 2 of the CSIRO Human Health Effects of Coal Seam Gas Activity Study. The Director-General, DNRME confirmed the funding commitment of $500 000 in correspondence to Dr Damian Barrett, Director, Gas Industry Social and Environmental Research Alliance (GISERA) on 26 September 2017 (CTS 25589/17).
2. It is proposed that DNRME contribute this funding as a grant to CSIRO.
3. DNRME's In-house Legal prepared the attached Deed of Grant which has been accepted by CSIRO and signed by its delegate, Mr s.73 Irrelevant inform, Acting Director, Energy (refer to **Attachment 1**).
4. The Director-General DNRME is now required to sign the original document to finalise the Deed of Grant for the project.
5. Upon execution of the Deed of Grant, payment of the monies is scheduled to occur on 28 February 2018.
6. CSIRO has developed a project initiation plan for the project explaining the process that CSIRO will be taking to initiate a project in a region in Queensland (refer to **Attachment 2**).
7. Key initial milestones contained in the Deed of Grant include:
   a. Development of high level action plan (including scope of project, project schedule, resourcing plan, communication plan and risk management plan) – January 2018.(**Attachment 2**)
   b. Project Plan and proposal for study submitted to the relevant GISERA Regional Research Advisory Committee (RRAC) – 31 March 2018.
   c. Project commencement (subject to RRAC approval) – 31 March 2018.
   d. Finalisation of preliminary report (including results from identification phase) – 30 April 2018.
   e. Finalisation of Progress Report – 15 December 2019.
   f. Project completion (including finalisation of final project report) – 30 April 2020.
8. A whole-of-government working group with senior representatives of the Department of Environment and Science, Department of Health, and Department of State Development, Manufacturing and Infrastructure and Planning has been convened. This group will provide coordinated input into the project and ensure relevant senior executives and ministers are briefed on progress.

BACKGROUND:

9. In 2017, CSIRO sought and obtained commitment for funding and support from then DNRM to commence Phase 2 of the Human Health Effects of Coal Seam Gas Activity project.
10. The methodology for Phase 2 is a Health Impact Assessment framework to evaluate health

Author:	Recommended – ED:	Endorsed – DDG:
Name: Juanita Coombs Title/Business Group: Executive Officer / CSG Compliance Unit Telephone: 07 4529 1243 Date: 29/01/2018	Name: Warwick Squire Title/Business Group: A/ED Statewide Operations Telephone: s.73 Irrelevant i Date: 15/02/2018	Name: Rachel Cronin Title/Business Group: DDG / Minerals and Energy Resources Telephone:31997393 Date: 19/02/18

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impacts related to CSG activities. At this stage Phase 2 of the study will focus on an area in Southern Queensland.

11. Funding has been provided through the Queensland Gas Action Plan (GAP) funding allocation.

ATTACHMENTS:

12. **Attachment 1**: Deed of Grant.
    Attachment 2: CSIRO Project inception plan.

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Queensland Government

Grant Deed

made at Brisbane on the 26th day of February 2018

Between **State of Queensland** acting through the **Department of Natural Resources Mines and Energy ABN 59 020 847 551**

(Department)

Commonwealth Scientific and Industry Research Organisation ABN 41 687 119 230

(Recipient)

Background

A. The Recipient wishes to carry out the Activity and has sought assistance from the Department.

B. The Department has agreed to provide the Grant to the Recipient to carry out the Activity on the terms of this deed.

C. The parties wish to record the terms and conditions of their agreement in this deed, which consists of:

   (a) this cover page and the signing page;

   (b) Schedule 1 – Deed details; [and]

   (c) Schedule 2 – Terms and conditions.

D. Capitalised words and phrases have the meanings specified in clause 24 of Schedule 2.

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Ref: CSGCU201701

Relea

Queensland Government

Grant Deed

Schedule 1 – Deed details

Item 1 Party details

Department:

Party Name:	State of Queensland acting through the Department of Department of Natural Resources Mines and Energy
ABN:	ABN 59 020 847 551
Street Address:	1 William Street Brisbane
Contact Officer Name:	Warwick Squire
Contact Officer Postal Address:	PO Box 15216 Brisbane Qld 4002
Contact Officer Telephone:	s.73 Irrelevant inf
Contact Officer Facsimile:	n/a
Contact Officer Email:	Warwick.Squire@dnrme.qld.gov.au

Recipient:

Party Name:	Commonwealth Scientific and Industry Research Organisation
ABN/ACN:	ABN 41 687 119 230
Street Address:	CSIRO Black Mountain Science and Innovation Park, Clunies Ross Street, Acton, ACT 2601
Contact Officer Name:	s.73 Irrelevant infor
Contact Officer Postal Address:	GPO Box 2583, Brisbane QLD 4001
Contact Officer Telephone:	s.73 Irrelevant inf
Contact Officer Facsimile:	n/a
Contact Officer Email:	s.73 Irrelevant in @csiro.au

Item 2 Term: (clauses 21.1 and 24.1)

Commencement Date:	Date on which this deed is fully executed
Expiry Date:	30 June 2020

Item 3 Activity: (clauses 3.1 and 24.1)

The CSIRO's Gas Industry Social and Environmental Research Alliance (GISERA) is a collaboration between CSIRO, Commonwealth and state governments and industry established to undertake publicly-reported independent research. The purpose of GISERA is for CSIRO to provide quality assured scientific research and information to communities living in gas development regions focusing on social and environmental topics including: groundwater and surface water, biodiversity, land management, the marine environment, human health impacts and socio-economic impacts. The governance structure for GISERA is designed to provide for and protect research independence and transparency of research outputs.

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The GISERA Human Health Effects of Coal Seam Gas Activity (CSG) Phase 1 project focused on reviewing the state of knowledge about health impacts of CSG activity, identifying gaps in the knowledge base, and designing of a methodology for subsequent Phase 2 studies (health assessment studies) to address these gaps.

The purpose of this grant is for CSIRO's GISERA to carry out a Phase 2 Human Health Study. The proposed Phase 2 study will implement the study framework provided in Phase 1 to conduct human health effects of CSG activity in South West Queensland, likely focussing on the Surat Basin.

It is noted that all GISERA projects are subject to approval by the relevant GISERA Regional Research Advisory Committee.

Item 4 Activity period: (clauses 3.1 and 24.1)

Activity Commencement Date: Date on which this deed is fully executed

Activity End Date: 30 April 2020

Item 5 Milestones: (clauses 3.1 and 24.1)

	Milestone description	Completion date
1.	Development of high level action plan (including scope of project, project schedule, resourcing plan, communication plan and risk management plan)	31 January 2018
2.	Project Plan and proposal for study submitted to the relevant GISERA Regional Research Advisory Committee (RRAC)	31 March 2018
3.	Project commencement (subject to RRAC approval)	30 April 2018
4.	Finalisation of preliminary report (including results from identification phase)	15 December 2018
5.	Finalisation of Progress Report	15 December 2019
6.	Project completion (including finalisation of final project report)	30 April 2020

Item 6 Recipient's Contribution: (clauses 3.1 and 24.1)

CSIRO will project lead this project and provide a 30 percent (financial) in-kind contribution.

Item 7 Standards: (clauses 3.1 and 24.1)

NIL

Item 8 Grant: (clauses 4 and 24.1)

Instalment description	Amount	Payment date
One-off funding	$500,000	28 February 2018
TOTAL:	$500,000	

Item 9 Using Grant for permits, registrations and licences: (clause 6.1(f))

Nil

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Item 10 Reports: (clauses (b) and 24.1)

Report	Report contents and form	Submission date
High level action plan	Development of high level action plan (including scope of project, project schedule, resourcing plan, communication plan and risk management plan)	31 January 2018
Approved project plan	In a GISERA template, this document will outline project objectives, milestones and deliverables and budget.	30 April 2018
Preliminary report	Finalisation of preliminary report (including results from identification phase)	15 December 2018
Progress Report	Report on progress of Project Activities	15 December 2019
Final project report	Report on outcomes of the implementation of study design framework.	30 April 2020
Financial Acquittal Statement	The Recipient's financial performance in connection with carrying out the Activity, for the period 15 December 2017 to 30 April 2020.	31 May 2020

Item 11 Assets: (clauses 13 and 24.1)

None

Item 12 Insurance: (clause 17)

Public Liability:	$20,000,000.00	During the Term
Workers' Compensation:	As required by law	During the Term
Professional Indemnity:	[$1,000,000.00]	During the Term and for 12 years after the Expiry Date

Item 13 Special Conditions: (clauses 2 and 24.1)

SC1: This project is subject to the approval of the relevant GISERA Regional Research Advisory Committee.

SC2: In the event that the GISERA Regional Research Advisory Committee approval is not obtained by 30 April 2018, or such other date agreed by the parties in writing, this deed shall terminate effective immediately and the Recipient must comply with termination clause 21.6 and return any Unspent Funds in accordance with clause 6.3.

SC3: 30 days prior to any dissemination of Activity Material to the public in accordance with the GISERA Communications Protocol, the Recipient will provide the Department with a copy of the Activity Material for the Department's internal review. The Recipient will consider any comments from the Department and provide responses to questions reasonably raised by the Department. The Recipient grants to the Department a non-exclusive, non-transferable, royalty-free licence to use the Recipient's Background IP solely for the purposes of carrying out the review of the Activity Material in accordance with this Special Condition, and to the extent the Recipient's Background IP is incorporated in and necessary to exercise the Department's rights in the Reports pursuant to the licence granted to the Department in clause 11(d).

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Schedule 2 – Terms and conditions

1. Precedence

Where any inconsistency exists between:

(a) the Special Conditions;

(b) this Schedule 2;

(c) Schedule 1 (except the Special Conditions); or

(d) any other schedules or annexures of this deed,

the provisions will take precedence in that order to the extent necessary to resolve the inconsistency.

2. Special Conditions

The parties agree to be bound by any Special Conditions.

3. Recipient's obligations

3.1 Performance of the Activity

The Recipient must:

(a) commence the Activity by the Activity Commencement Date;

(b) carry out the Activity in accordance with this deed and with due care and skill;

(c) meet each of the Milestones;

(d) complete the Activity by the Activity End Date;

(e) provide the Recipient's Contribution for the purposes of the Activity;

(f) not do anything or become involved in any situation which, in the reasonable opinion of the Department, reflects unfavourably upon the State of Queensland and/or the Activity;

(g) comply with:

(i) the terms and conditions of this deed;

(ii) applicable laws and regulations (including obtaining and maintaining any licence or authorisation required for the Recipient to carry out the Activity) and the Standards (if any);

(iii) standards of professional care and diligence of the industry to which the Recipient belongs; and

(iv) the Department's reasonable requests, directions and requirements, to the Department's satisfaction; and

(h) communicate with, report and provide information to the Department's Contact Officer as reasonably required by the Department.

3.2 General obligations

(a) The Recipient acknowledges and agrees that all its personnel are the Recipient's responsibility including payment of all employee wages and entitlements.

(b) If the Recipient is aware of an Allegation, then the Recipient must report the Allegation to a relevant authority, including the Queensland Police Service. In this clause **Allegation** means an allegation against the Recipient or its Representatives in connection with the Grant or the

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provision of the Activity which raises a reasonable suspicion of misconduct, dishonesty or unlawful behaviour of a serious nature.

3.3 Notifications

The Recipient must promptly notify the Department:

(a) of any matters that the Recipient reasonably considers may affect the Recipient's ability to carry out the Activity or meet any other obligations under this deed;

(b) if the Recipient is unable to carry out the Activity within the monetary limit of the Grant or by the Activity End Date;

(c) of any matter that may affect the Recipient's eligibility to continue receiving the Grant;

(d) of any allegation of misconduct or dishonesty concerning the Recipient or its Representatives and any report made under clause 3.2(b);

(e) of any change to its details in Item 1 of Schedule 1; or

(f) of the amount, source and purpose of any additional funds received from a third party for meeting the costs of the Activity.

4. Grant

4.1 Department's obligations

(a) The Department will pay the Grant to the Recipient in the instalments (if any) and on the date(s) specified in Item 8 of Schedule 1.

(b) The Department may in its absolute discretion, withhold payment of an instalment of the Grant to the Recipient until:

(i) the Recipient has shown to the Department's satisfaction (allowing the Department reasonable time to assess its satisfaction) that it has met all Milestones due on or before the payment date for the instalment;

(ii) the Recipient has issued a tax invoice, if applicable, to the Department for the instalment;

(iii) the Recipient has submitted to the Department, to the Department's satisfaction, all Reports due on or before the payment date for the instalment; and

(iv) the Department is reasonably satisfied that the Recipient is not otherwise in breach of this deed.

(c) Any payment to the Recipient by the Department is not an admission or acceptance by the Department that the Recipient has complied with this deed.

4.2 No further funding

(a) The Recipient acknowledges that the Department has no obligation to provide the Recipient with funding or assistance of any kind:

(i) in excess of the Grant; or

(ii) beyond the Term.

(b) For the avoidance of doubt, the Recipient is responsible for acquiring and/or providing any additional funds, materials or equipment in excess of the Grant required to carry out or complete the Activity.

5. Activity management

(a) Each party must nominate a Contact Officer responsible for:

(i) receiving communications;

(ii) issuing and signing notices; and

(iii) responding to requests or directions,

on behalf of that party.

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(b) A party may, from time to time, change the Contact Officer by written notice to the other party in accordance with clause 22.

(c) The Contact Officers will meet to review the performance of the Activity and this deed upon reasonable written notice given by either party.

6. Use of the Grant

6.1 Expenditure of the Grant

(a) The Recipient must use the Grant only:

(i) for the purposes of the Activity and in accordance with this deed; and

(ii) until the Activity End Date or earlier termination of this deed.

(b) The Recipient must not use any or all of the Grant, without the Department's prior written approval, to:

(i) provide security for any purpose;

(ii) make a loan or gift for any purpose;

(iii) pay sitting fees to directors, management committee members, members of the Recipient's organisation or any other person;

(iv) make payments that are inconsistent with the Activity;

(v) reimburse expenses that the Recipient incurred prior to the Commencement Date;

(vi) relieve cash flow problems in the delivery of the Recipient's other services or activities funded from other sources; or

(vii) purchase any asset, other than an Asset.

(c) The Recipient must hold the Grant in an account in the Recipient's name and in the Recipient's sole control, with an Approved Financial Institution.

(d) The Recipient must keep a record of the date, amount, recipient and purpose of any cash cheque issued or cash advance made using the Grant.

(e) Where the Recipient receives the Grant to employ staff and is bound by a registered industrial instrument requiring the payment of termination or redundancy payments in appropriate circumstances, the Grant may only be used for termination or redundancy payments if:

(i) this deed is terminated in accordance with clause 21.3; or

(ii) the Recipient has obtained the Department's prior written approval.

(f) The Recipient may use the Grant to obtain and maintain any permits, registrations and licences specified in Item 9 of Schedule 1 that are required for the Recipient to carry out the Activity.

6.2 Misapplied Grant

(a) If the Recipient uses the Grant other than in accordance with this deed (**Misapplied Funds**):

(i) the Department may, by written notice, require the Recipient to refund the Misapplied Funds; and

(ii) if the Department exercises its rights under clause 6.2(a)(i), then the Recipient must within 10 Business Days of receipt of the notice refund the Misapplied Funds plus any interest on it calculated on daily balances at the rate per annum determined by the Supreme Court of Queensland on judgments by default as applicable at the date of the Department's notice and is fully capitalised on the last day of each month if unpaid; and

(iii) if the Misapplied Funds are not repaid in accordance with clause 6.2(a)(ii), the Department may:

(A) recover the amount as a liquidated debt due to the Department; or

(B) set the amount off against any other amount payable by the Department to the Recipient, whether under this deed or otherwise.

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(b) Nothing in this clause 6.2 affects the accrued rights or remedies of the Department, including the right to terminate this deed in accordance with clause 21.4.

(c) Where the Department becomes aware of Misapplied Funds after the Term, clause 6.2(a) will apply in accordance with clause 21.7(b).

6.3 Unspent funds held by the Recipient

If, at the expiration or termination of this deed, there remains an amount of the Grant that has not been acquitted or spent by the Recipient in accordance with the terms of this deed (**Unspent Funds**), then:

(a) the Recipient must refund the Unspent Funds to the Department within 10 Business Days of termination or expiration of this deed; and

(b) notwithstanding clause 6.3(a)the Department may by written notice consent to the Recipient retaining all or part of the Unspent Funds and, if the Department so consents, the Recipient must expend the Unspent Funds for an approved purpose on terms and conditions agreed in writing by the Department (including as contained in the notice from the Department).

7. Reporting and financial acquittal

7.1 Recipient to submit Reports

(a) The Recipient must:

(i) submit all Reports to the Department in the form, containing the information, for the reporting periods (if applicable), and on the dates specified in Item 10 of Schedule 1 unless the Department directs otherwise in writing;

(ii) in respect of Financial Acquittal Reports (if any), show expenditure of the Grant in accordance with clause 6.1(a);

(iii) provide to the Department any other information or material about the Recipient, the Activity, the Grant or any other matter in connection with this deed as requested in writing by the Department within a reasonable time specified by the Department in its request;

(iv) complete each Report to the Department's satisfaction; and

(v) to the extent that a Report contains Personal Information, obtain all written consents necessary for the Recipient and Department to use and disclose the Reports for purposes related to the Activity and its subject matter, and the Department's internal, non-commercial purposes.

(b) Where the Activity is funded for only part of a particular reporting period (e.g. if the Commencement Date or the Expiry Date does not coincide with the start or end date of a reporting period), the Report should contain information relevant only to that part of the reporting period.

(c) The Department may return to the Recipient any Report which is not completed to the Department's satisfaction. The Recipient must complete the returned Report to the Department's satisfaction and resubmit the Report to the Department promptly.

(d) Upon written request, the Recipient must provide the Department with:

(i) financial statements that the Recipient is required to lodge under its incorporating legislation, including a declaration from the Recipient's chief executive officer or equivalent stating that the Grant has been used in the relevant financial year for carrying out the Activity; or

(ii) an audited financial statement for each financial year, including a statement by the auditor that the audited financial statement is true and correct and whether in his/her opinion there are any receipts, outgoings and expenditures received or incurred by the Recipient that were not received or incurred in carrying out the Activity.

(e) The Recipient consents to the Department's use and disclosure (including disclosure to third parties) of the Reports and additional documentation provided under clause 7.1(a)(iii), for

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purposes related to the Activity and its subject matter, and the Department's internal, non-commercial purposes.

7.2 Eligibility for future grants

The Recipient acknowledges that if it fails to provide Reports showing expenditure of the Grant in accordance with clause 7.1, the Recipient's eligibility to receive a future grant from the Department may be affected.

8. Records

The Recipient must:

(a) keep a separate record of the Grant in the Recipient's ledger, and record all expenditure and income relating directly or indirectly to the Activity separate from all other income and expenditure of the Recipient;

(b) keep proper and adequate records, accounts and supporting documents in accordance with generally accepted accounting principles and as required by law, about:

(i) all aspects of the Activity, including records about the performance of the Activity and whether time frames and performance requirements for the Activity are met; and

(ii) its affairs generally,

in secure storage for at least 12 years after the Expiry Date; and

(c) comply with any additional recordkeeping obligations specified in this deed.

9. Audit and access

9.1 Access to Recipient's premises and records

(a) The Recipient will give, and will procure its Representatives to give, upon reasonable notice and during normal business hours, full and free access and reasonable assistance to the Department, its Representatives and nominated auditors to:

(i) speak to the persons associated with the Activity;

(ii) examine, inspect and copy any material, including any books and records, in the possession of the Recipient which is relevant to this deed, including providing all necessary facilities for that purpose;

(iii) examine and inspect the performance of the Activity; and

(iv) locate and make copies of any of the Recipient's accounts, records, documents and other material that relate directly or indirectly to the receipt, expenditure, or payment of the Grant or the conduct of the Activity.

(b) The Department's right of access under clause 9.1(a) may be exercised for any reasonable purpose relating to this deed, including for financial or compliance audits, or reviews of the Recipient's performance of this deed.

(c) When accessing premises and/or records in accordance with clause 9.1(a), the Department will use its best endeavours to minimise interference to the Recipient's employees and the conduct of the Activity.

(d) For the purposes of this clause 9 the Department's nominated auditor may be a person with suitable qualifications as determined by the Department.

9.2 Other information to be provided

The Recipient must promptly provide any information requested in writing by the Department, its Representatives or its nominated auditors concerning any aspect of the Activity or the Grant or any term of this deed.

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10. Subcontracting

(a) The Recipient must not, without the Department's prior written consent, subcontract the whole, or any part, of the Recipient's obligations under this deed. The Department will not unreasonably withhold its consent.

(b) The Department's consent to any subcontract will not relieve the Recipient from any liability or obligation under this deed.

(c) The Recipient will ensure the suitability of each subcontractor engaged in relation to the Activity and that any part of the Activity carried out by the subcontractor meets the requirements of this deed.

(d) The Recipient must ensure that:

(i) each subcontract entered into is consistent with this deed, and that the terms and conditions of the subcontract, at a minimum, require that the subcontractor must comply with this deed as if the subcontractor was the Recipient, including (but not limited to) clauses 9, 10, 11, 14, 15 and 16; and

(ii) each subcontractor complies with its subcontract.

(e) The Recipient is and remains liable under this deed for the acts or omissions of any subcontractor engaged at any time during the Term in relation to the Activity.

11. Intellectual Property Rights

(a) Nothing in this deed affects ownership of Background IP.

(b) Each party warrants that to the best of its knowledge and belief at the Commencement Date, it owns its Background IP, or otherwise has the right to use its Background IP in accordance with this deed.

(c) All rights in and title to the Activity Material and Reports will vest, upon creation, in the Recipient.

(d) The Recipient grants to the Department a non-exclusive, worldwide, perpetual, irrevocable, royalty-free licence (including a right to sub-license) to use, communicate, reproduce, publish, adapt and modify the Reports for the Department's non-commercial purposes.

(e) The Department grants to the Recipient a non-exclusive, non-transferable, royalty-free licence to use the Department's Background IP solely for the purposes of carrying out the Activity and to the extent the Background IP is incorporated in and necessary to exercise the Recipient's rights in the Activity Material.

(f) The Recipient will do all things necessary (including obtaining consents) to ensure:

(i) the vesting of the Activity Material and Reports in accordance with clause 11(c); and

(ii) the licensing of the Reports in accordance with clause 11(d).

12. Acknowledgement

(a) The Recipient must include acknowledgement of the Grant:

(i) in its annual report (if the Recipient produces an annual report);

(ii) in any public statements and promotional materials about the Activity and any related projects that have been funded wholly or in part by the Department during the Term; and

(iii) in accordance with any additional requirements as requested in writing by the Department.

(b) Any acknowledgment in promotional material about the Activity must include a logo or other branding as required by the Department.

(c) Before the Recipient may release a public statement or publish promotional material in any media about the Activity, the Recipient must:

(i) at least 10 Business Days before the proposed statement or publication, provide to the Department a copy of the proposed statement or publication; and

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(ii) comply with all requests, amendments or conditions that the Department may reasonably require by written notice to the Recipient.

13. Assets

(a) If 0 of Schedule 1 specifies that the Grant may be used to purchase Assets, then the Grant may be used to purchase Assets and this clause 13 applies. If not so specified, then the Grant cannot be used to purchase Assets.

(b) The Recipient must be the legal and beneficial owner of any Asset purchased either wholly or in part with use of the Grant.

(c) The Recipient must:

(i) only use the Asset for purposes directly related to carrying out the Activity, and subject to clause 21.6(a), after the expiry or termination of this deed only use the Asset in a manner consistent with the objectives of the Activity;

(ii) not sell or otherwise dispose of, encumber, use as a security, or otherwise deal with the Asset without the Department's prior written consent;

(iii) hold the Asset securely and put in place reasonable safeguards against loss, damage or unauthorised use;

(iv) maintain at its expense:

(A) the Asset in good working order; and

(B) registration and licensing of the Asset, if applicable; and

(v) be fully responsible for, and bear all risks relating to, the purchase, use or disposal of the Asset.

(d) If the Recipient disposes of an Asset during the Term, the Department may, in its discretion, reduce the Grant by the value of the disposed Asset.

(e) If any Asset is lost, damaged or destroyed during the Term, the Recipient will promptly reinstate the Asset (including from the proceeds of the insurance, if any), and this clause 13 will continue to apply to the reinstated Asset.

14. Conflict of interest

(a) The Recipient warrants that, to the best of its knowledge and belief, after making diligent inquiries as at the date of signing this deed, no Conflict of Interest exists.

(b) The Recipient must not have, and must take all reasonable measures to ensure its Representatives do not have, a Conflict of Interest.

(c) If, during the Term, a Conflict of Interest arises, or appears likely to arise, the Recipient will notify the Department immediately in writing and take such steps to resolve or otherwise deal with the conflict to the Department's satisfaction.

(d) If the Department is given notice of a Conflict of Interest pursuant to clause 14(c) or if the Department otherwise identifies that a Conflict of Interest exists, the Department may:

(i) direct the Recipient as to how to manage the Conflict of Interest and the Recipient must comply with any reasonable direction so given by the Department; or

(ii) terminate this deed in accordance with clause 21.4.

(e) The Recipient must keep a record of each Conflict of Interest that arises and how it was managed.

15. Confidentiality

15.1 Confidential Information

Subject to clause 15.2, a party must not:

(a) disclose the other party's Confidential Information to a third party; or

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(b) use the other party's Confidential Information other than for the purpose of performing this deed.

15.2 Exceptions

A party may disclose the other party's Confidential Information:

(a) with the other party's prior written consent (including any consent specified in this deed);

(b) to a professional adviser, financial adviser, banker, financier or auditor if that person is obliged to keep the information disclosed confidential;

(c) to any of its Representatives who are bound to keep the information confidential and to whom it is necessary to disclose the information;

(d) to comply with the law, or a requirement of a regulatory body (including any relevant stock exchange);

(e) to the extent necessary to enforce its rights or defend a claim or action under this deed;

(f) where that party is the Department:

(i) to the responsible Minister administering the Department and their personal and departmental advisers;

(ii) in response to a request by the Parliament or a Committee of the Parliament of the State of Queensland;

(iii) to any Commonwealth department, Queensland Government department, agency, authority or Minister; or

(iv) where disclosure is required to be made in accordance with established governmental policies, procedures or for public accountability purposes; and

(g) where that party is the Recipient, to its responsible Minister or in response to a request from a House of Parliament or a Committee of Parliament.

15.3 Breach of confidentiality

(a) If a party becomes aware of a suspected or actual breach of this clause 15, the party will immediately notify the other party and take reasonable steps required to prevent or stop the suspected or actual breach.

(b) The parties acknowledge and accept that damages will be an inadequate remedy for a breach of this clause 15.

15.4 Return of Confidential Information

The Disclosee will return or destroy (at the Discloser's discretion) material containing Confidential Information when it is no longer required by the Receiver, or when otherwise directed by the Discloser, subject to any record-keeping requirements at law.

15.5 Recipient's undertaking

(a) The Recipient must make every reasonable effort to ensure that its Representatives are aware of and comply with the obligations of confidentiality in this clause 15.

(b) The Department may, at any time, require the Recipient to arrange for its Representatives engaged in the performance of the Activity, to give written undertakings in a form reasonably required by the Department relating to the non-disclosure of Confidential Information under this clause 15.

16. Privacy and Personal Information

(a) This clause 16 applies where this deed amounts to a "service arrangement" under the *Information Privacy Act 2009* (Qld).

(b) If the Recipient collects or has access to Personal Information in order to undertake the Activity, the Recipient must:

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(i) comply with Parts 1 and 3 of Chapter 2 of the *Information Privacy Act 2009* (Qld) in relation to the discharge of its obligations under this deed (including its obligations regarding Reports), as if the Recipient was the Department;

(ii) ensure that Personal Information is protected against loss and against unauthorised access, use, modification, disclosure or other misuse;

(iii) not use Personal Information other than for the purposes of undertaking the Activity, unless required or authorised by law;

(iv) not disclose Personal Information without the consent of the Department, unless required or authorised by law;

(v) not transfer Personal Information outside of Australia without the consent of the Department;

(vi) fully co-operate with the Department to enable the Department to respond to applications for access to, or amendment of a document containing an individual's Personal Information and to privacy complaints; and

(vii) comply with such other privacy and security measures as the Department reasonably advises the Recipient in writing from time to time.

(c) The Recipient must immediately notify the Department on becoming aware of any breach of clause 16(b).

(d) On request by the Department, the Recipient must obtain from its Representatives engaged for the purposes of this deed, an executed deed of privacy in a form acceptable to the Department.

17. Insurance

(a) The Recipient must effect and maintain insurance policies for the types, amounts and for the periods specified in Item 12 of Schedule 1 with an insurer approved by the Department (such approval not to be unreasonably withheld).

(b) Upon reasonable request, the Recipient must provide the Department with evidence in the form of certificates of currency of the insurance required under clause 17(a).

18. Liability and indemnity

(a) The Recipient releases to the full extent permitted by law, the Department and its Representatives from all actions, claims, proceedings or demands and in respect of any loss, death, injury, illness or damage (whether personal or property, and whether special, direct, indirect or consequential, including consequential financial loss) arising from or in connection with the Activity or this deed.

(b) The liability of the Department under or in connection with this deed is limited in aggregate to the amount of the Grant.

(c) The Department and its Representatives will not in any circumstances (including for negligence) be liable for any loss of revenue, loss of profit, loss of anticipated savings or business, loss of opportunity (including opportunity to enter into or complete arrangements with third parties), loss of data or goodwill, loss of reputation or any indirect or consequential loss whether arising in contract, tort (including negligence) or otherwise, in connection with this deed.

(d) The Recipient is liable for and indemnifies the Department and its Representatives against all liability, loss, costs and expenses (including any actions, claims, proceedings or demand brought by any third party, and any legal fees, costs and disbursements on a solicitor and own client basis) arising from or incurred in connection with:

(i) the Activity;

(ii) any default by the Recipient or the Recipient's Representatives under this deed;

(iii) any unlawful, wilful or negligent act or omission of the Recipient, the Recipient's Representatives or any person for whose conduct the Recipient is liable;

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(iv) personal injury (including sickness and death) or property damage or loss in connection with the performance (or attempted or purported performance or non-performance) of this deed or a breach of this deed by the Recipient; or

(v) any infringement or alleged infringement of any Intellectual Property Rights or Moral Rights.

(e) The Recipient's liability to indemnify the Department under clause 18(d) will be reduced proportionally to the extent that any negligent act or omission or breach of this deed by the Department caused the loss or liability.

(f) The indemnity granted in clause 18(d) is in addition to and not exclusive of any other remedies the Department may have against the Recipient at law.

(g) It is not necessary for the Department to incur expense or to make a payment before enforcing a right of indemnity conferred by this deed.

19. GST

(a) Words defined in the GST Law have the same meaning in this clause 19.

(b) If a party is required under this deed to reimburse or pay to another party an amount calculated by reference to a cost, expense, or an amount paid or incurred by that party, the amount of the reimbursement or payment will be reduced by the amount of any input tax credits to which that party (or an entity on whose behalf the party is acting) is entitled in respect of any acquisition relating to that cost, expense or other amount.

(c) If GST is payable by an entity (**Supplier**) in relation to any supply that it makes under or in connection with this deed, the parties agree that:

(i) any consideration (including the value of any non-monetary consideration) provided for that supply under or in connection with this deed other than under this clause 19(c) (**Agreed Amount**) is exclusive of GST;

(ii) an additional amount will be payable by the party providing consideration for that supply (**Receiver**) equal to the amount of GST payable by the Supplier on that supply;

(iii) the additional amount is payable at the same time as any part of the Agreed Amount is to be first provided for that supply and the Supplier will provide a tax invoice to the Receiver in respect of that supply, no later than that time; and

(iv) to the extent, if any, that any consideration (or part thereof) is specified in this deed to be inclusive of GST, that consideration (or the relevant part) will be excluded from the Agreed Amount for the purposes of calculating the additional amount payable under clause 19(c)(ii).

20. Dispute resolution

20.1 Dispute resolution process

(a) Subject to clause 20.3, the parties will adhere to the following procedure in relation to disputes arising from this deed, prior to the commencement of litigation or other external dispute resolution procedure.

(b) The Contact Officer for a party may notify the other in writing of the occurrence of a dispute (**Dispute Notice**) and the Contact Officers will try to resolve the dispute through negotiation.

(c) If the Contact Officers are unable to resolve the dispute within 15 Business Days from the receipt of the Dispute Notice, the dispute will be referred to:

(i) for the Recipient, the person holding the position of Chief Executive Officer (or equivalent); and

(ii) for the Department, the Deputy Director General or the Director General of the Department,

for resolution.

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(d) If the dispute is not resolved within 15 Business Days after its referral to the representatives of each of the parties listed in clause 20.1(c), either party may refer the dispute to a mediator agreed by the parties and on terms agreed by the parties, with costs to be shared equally between the parties.

(e) If the parties cannot agree upon a mediator or terms, either party may request the President of the Queensland Law Society to nominate a mediator or settle terms.

20.2 Continuity during dispute

Notwithstanding the existence of a dispute, each party will continue to perform its obligations under this deed.

20.3 Urgent interlocutory relief

Nothing in this clause prevents either party from commencing court proceedings relating to any dispute arising from this deed at any time where that party seeks urgent interlocutory relief.

21. Term, suspension of Grant and termination

21.1 Term

This deed binds the parties from the date this deed is executed by the last party to do so and continues until the Expiry Date, unless terminated earlier in accordance with this deed (**Term**).

21.2 Suspension of Grant

If, in the Department's reasonable opinion, the Recipient has:

(a) failed to carry out the Activity;

(b) expended the Grant otherwise than in accordance with clause 6;

(c) changed any part of the Activity without obtaining the Department's prior written approval;

(d) not provided any information or Reports as required by this deed or requested by the Department;

(e) failed to comply with any relevant legislation; or

(f) otherwise failed to comply with an obligation under this deed,

then the Department may suspend payment of all or part of the Grant to the Recipient for a period of time and on specified conditions as notified by the Department.

21.3 Termination or reduction in Term or Activity for convenience

The Department may, at any time, by reasonable written notice, terminate this deed or reduce the Term or scope of the Activity for convenience, including for a Machinery of Government Change.

21.4 Termination for breach

The Department may terminate this deed by written notice with immediate effect if the Recipient:

(a) notifies the Department that it is unable or unwilling to commence or continue with the Activity;

(b) uses or applies any part of the Grant other than in accordance with this deed;

(c) fails to carry out the Activity in accordance with this deed;

(d) otherwise breaches a term of this deed which is not capable of being remedied;

(e) otherwise breaches a term of this deed (including but not limited to the provision of a Report) which is capable of being remedied and fails to remedy that breach within 30 days after receiving notice requiring it to do so;

(f) makes a report under clause 3.2(b);

(g) fails to refund Misapplied Funds following receipt of a notice, in accordance with clause 6.2;

(h) is or admits in writing that it is, or is declared to be, or is taken under any applicable law to be (for any purpose), insolvent or unable to pay its debts;

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(i) amends its constitution or operations in a way that means the Recipient is no longer eligible for the Grant or is no longer able to comply with this deed;

(j) becomes subject to any form of external administration;

(k) enters into an arrangement with the Recipient's creditors or otherwise takes advantage of any laws in force in connection with insolvent debtors; or

(l) is wound up, voluntarily or involuntarily.

21.5 Effect of termination or reduction of Term or Activity

(a) On receipt of a notice of termination or reduction under clause 21.3 or 21.4:

(i) each party must take all available steps to minimise any loss resulting from the termination or reduction; and

(ii) the Recipient must:

(A) immediately stop carrying out its obligations in relation to the Activity as specified in the notice;

(B) continue to carry out any part of the Activity not affected by the notice; and

(C) provide written evidence to the Department's satisfaction of the amounts (if any) claimed as reasonable costs under clauses 21.5(b) and 21.5(d)(iii).

(b) If this deed is terminated by the Department under clause 21.3, the Recipient will be entitled to the reasonable costs (if any) that have been or will be incurred by the Recipient as a direct result of the termination of the deed and which the Recipient cannot recoup or avoid and which would not otherwise have been incurred by the Recipient if the deed had continued until the expiry of the Term. The Department's obligation to pay reasonable costs under this clause 21.5(b) is limited to the amount of the Grant.

(c) If the Term or the scope of the Activity is reduced under clause 21.3, the Department may vary the Grant in accordance with the reduced scope of the Activity or Term.

(d) Where the Grant is reduced under clause 21.5(c), the Department will:

(i) review the scope of the Activity with the Recipient;

(ii) pay to the Recipient the Grant instalments that were due up to the date of the reduction; and

(iii) pay to the Recipient the reasonable costs (if any) that have been or will be incurred by the Recipient as a direct result of the reduction of the Grant and which the Recipient cannot recoup or avoid and which would not otherwise have been incurred by the Recipient if the Grant amount had continued unaltered until the expiry of the Term.

(e) For the avoidance of doubt, clauses 18(b) and 18(c) apply to any termination of or change to this deed under clause 21.

21.6 Obligations after termination or expiration

(a) The Recipient must, upon termination or expiry of this deed, provide all assistance requested by the Department to facilitate the smooth transition of any relevant information, knowledge, systems or Assets from the Recipient to the Department or to a third party, including (if requested by the Department) development of and compliance with a transitional plan.

(b) Within 10 Business Days of the termination or expiry of this deed, the Recipient must deliver to the Department:

(i) all Reports and documents due under this deed as at the date of termination or expiration;

(ii) a cheque or transfer for the amount of any funds repayable to the Department under clause 6.2 and/or clause 6.3, plus any accrued interest as at the date of termination or expiration; and

(iii) in the case of termination of this deed, a final Report in accordance with any requirements specified in Item 10 of Schedule 1, and detailing the present status of the

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Activity, the extent of achievement of the Activity, the level of success in meeting stated objectives and Milestones and any incidental results and benefits of the Activity.

21.7 Pre-existing rights and survival

(a) Termination in accordance with this clause 21 is without prejudice to any rights of either party under this deed existing at the date of termination.

(b) Clauses 6, 6.3(b), 8, 9, 11, 12, 13(c)(i), 15, 16, 17, 18, 20, 21.6, 21.7 and 23 survive expiration or termination of this deed for any reason.

22. Notices

Each communication (including each notice, consent, approval, request and demand) in connection with this deed to be given by either party to the other:

(a) must be in writing;

(b) must be signed by the party making it (or by a person duly authorised by that party);

(c) must be addressed in accordance with Item 1 of Schedule 1 or as otherwise notified from time to time;

(d) must be delivered to that address by hand, or posted by pre-paid post to the address, or sent by facsimile transmission to the number of the addressee, in accordance with clause 22(c);

(e) is taken to have been received by the addressee:

(i) where sent by pre-paid post – on the fifth day after the date of posting;

(ii) where sent by facsimile transmission – at the time in the place to which it is sent equivalent to the time recorded on the transmitting machine from which it was sent; or

(iii) where hand delivered – on delivery,

but if the communication is taken to have been received on a day that is not a Business Day or later than 5.00 pm on a Business Day, the communication is taken to have been received at 9.00 am on the next Business Day.

23. General

23.1 Entire agreement

To the extent permitted by law, in relation to its subject matter, this deed:

(a) embodies the entire understanding of the parties and constitutes the entire terms agreed by the parties; and

(b) supersedes any prior written or other agreement of the parties.

23.2 No relationship

(a) Nothing contained in this deed will be taken as giving rise to any employment, agency, partnership or joint venture relationship between the parties.

(b) The Recipient (including its Representatives):

(i) has no authority or power, and must not purport to have the authority or power, to bind the Department or make representations on behalf of the Department;

(ii) must not hold itself out or engage in any conduct or make any representation which may suggest to any person that the Recipient is for any purpose an employee, agent, partner of or joint venturer with the Department; and

(iii) must not represent to any person that the Department is a party to the Activity other than as a financial contributor or has guaranteed the performance or fulfilment of the objectives of the Activity.

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23.3 No representation or reliance

(a) Each party acknowledges that no party (nor any person acting on a party's behalf) has made any representation or other inducement to it to enter into this deed except for representations or inducements expressly set out in this deed.

(b) Each party acknowledges and confirms that it does not enter into this deed in reliance on any representation or other inducement by or on behalf of any other party, except for representations or inducements expressly set out in this deed.

23.4 Assignment

A party must not assign, novate or subcontract the whole or any part of this deed without the prior written consent of the other party.

23.5 Amendments

This deed may only be varied by a document signed by or on behalf of each party.

23.6 Further acts and documents

Each party must promptly do all acts and deliver all documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by the other party to give effect to this deed.

23.7 Waiver

(a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this deed by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this deed.

(b) A waiver or consent given by a party under this deed is only effective and binding on that party if it is given or confirmed in writing by that party.

(c) No waiver of a breach of a term of this deed operates as a waiver of another breach of that term or any other term of this deed.

23.8 Consents

A consent required under this deed from a party may be given or withheld, or may be given subject to any conditions, as that party (in its absolute discretion) thinks fit, unless this deed expressly provides otherwise.

23.9 Severance

If at any time a provision of this deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this deed; or

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any provision of this deed.

23.10 Counterparts

This deed may be signed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the deed of each party who has executed and delivered that counterpart.

23.11 Expenses

Except as otherwise provided in this deed, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this deed.

23.12 Continuing obligation

Each indemnity in this deed is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this deed.

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23.13 Governing law

This deed is governed by and will be construed according to the law applying in Queensland.

23.14 Jurisdiction

Each party irrevocably:

(a) submits to the non-exclusive jurisdiction of the courts of Queensland, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this deed; and

(b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 23.14(a).

23.15 Unavoidable delay

A party will not be entitled to exercise its rights and remedies upon the default of the other party (whether at common law or pursuant to this deed) if that default:

(a) is caused by Force Majeure; and

(b) continues for less than 7 days.

24. Definitions and interpretation

24.1 Definitions

In this deed:

Activity means the activity or purpose of the Grant specified in Item 3 of Schedule 1.

Activity Commencement Date means the commencement date specified in Item 4 of Schedule 1.

Activity End Date means the end date specified in Item 4 of Schedule 1.

Activity Material means any material including Intellectual Property Rights, created, written or otherwise brought into existence by or on behalf of the Recipient in the course of carrying out the Activity, excluding Reports.

Approved Financial Institution means a financial institution registered in Australia and operating as a bank, credit union or building society.

Asset means the items of property (if any) specified in 0 of Schedule 1.

Background IP means Intellectual Property Rights which are made available by a party for the purpose of carrying out the Activity and that are:

(a) in existence at the Commencement Date; or

(b) brought into existence after the Commencement Date other than as a result of the performance of the Activity.

Business Day means a day that is not a Saturday, Sunday or a public holiday in Brisbane.

Commencement Date means the commencement date specified in 0 of Schedule 1.

Confidential Information means all information, trade secrets and knowledge of or disclosed by a party (**Discloser**) to another party (**Disclosee**) that:

(a) is by its nature confidential;

(b) is designated or marked by the Discloser as confidential; or

(c) the Disclosee knows or ought to know is confidential,

but does not include information which:

(d) is or becomes public knowledge other than by breach of this deed or any other confidentiality obligation; or

(e) is independently developed by a party while having no knowledge of or access to the other party's Confidential Information.

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Conflict of Interest means having an interest (whether personal, financial or otherwise) which conflicts or which may reasonably be perceived as conflicting with the Recipient's ability to perform its obligations under this deed fairly, objectively and independently.

Contact Officer means the contact person for each party specified in Item 1 of Schedule 1 or another person as appointed from time to time and notified to the other party.

Expiry Date means the expiry date specified in 0 of Schedule 1.

Financial Acquittal Report means a Report about the Recipient's financial performance in connection with carrying out the Activity as specified in Item 10 of Schedule 1.

Force Majeure means any event beyond the reasonable control of the party affected which occurs without fault or negligence of the affected party and includes:

(a) acts of God;

(b) war, riot, insurrection, vandalism or sabotage;

(c) strike, lockout, ban, limitation of work or other industrial disturbance; and

(d) law, rule or regulation of any government or governmental agency and executive or administrative order or act of general or particular application.

Grant means the amount specified in Item 8 of Schedule 1 and, once received by the Recipient, includes any money earned from:

(a) the operation of the Activity (for example fees, rent, board, service charges); and

(b) interest on the Grant.

GST means a goods and services tax or any similar tax, levy or impost imposed by the Commonwealth of Australia.

GST Law means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Intellectual Property Rights means all intellectual property rights, whether created before or after the Commencement Date, including:

(a) plant breeder's rights, patents, copyright, rights in circuit layouts, trade marks, registered designs and any right to have Confidential Information kept confidential;

(b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and

(c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) that may subsist in Australia or elsewhere, whether or not such rights are registered or capable of being registered.

Machinery of Government Change means a change to the title, structure, functions or operations of the Department or a part of the Department (including corporatisation) as a result of an order made under the *Constitution of Queensland 2001* (Qld) or other Queensland legislation.

Milestones means the milestones specified in Item 5 of Schedule 1.

Moral Rights means the right of attribution of authorship, the right not to have authorship falsely attributed and the right of integrity of authorship, as defined by and granted under the *Copyright Act 1968* (Cth), and any similar rights existing under foreign laws.

Personal Information has the meaning given in the *Information Privacy Act 2009* (Qld).

Recipient's Contribution means the contribution, if any, to be provided by the Recipient towards the Activity specified in Item 6 of Schedule 1.

Reports means the reports specified in Item 10 of Schedule 1.

Representative means an employee, agent, officer, director, volunteer, contractor, subcontractor or other authorised representative of a party.

Special Conditions means any special conditions specified in Item 13 of Schedule 1.

Standards means the standards for the performance of the Activity or other policies and procedures, specified in Item 7 of Schedule 1.

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Term has the meaning specified in clause 21.1.

24.2 Interpretation

In this deed:

(a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

(b) if more than one person is identified as the Recipient, then that expression refers to them, and the obligations of the Recipient under this deed bind them, jointly and severally;

(c) **person** includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (where incorporated), a partnership and a trust;

(d) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;

(e) a reference to a document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;

(f) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;

(g) a reference to a party, clause, schedule, attachment or annexure is a reference to a party, clause, schedule, attachment or annexure to or of this deed, and a reference to this deed includes all schedules, attachments and annexures to it;

(h) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;

(i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(j) **includes** in any form is not a word of limitation;

(k) a reference to **$** or **dollar** is to Australian currency; and

(l) no rule of construction will apply to a provision of this deed to the disadvantage of a party merely because that party drafted the provision or would otherwise benefit from it.

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Queensland Government

Grant Deed

Executed as a deed

Signed, sealed and delivered for and on behalf of the **State of Queensland** acting through the **Department of** Natural Resources, Mines and Energy **ABN** 59 020 847 551 by

JAMES PURTILL

(name)

DIRECTOR-GENERAL

(position)

a person duly authorised to act in that behalf in the presence of

s.73 Irrelevant information

Signature of Witness

s.73 Irrelevant information

Name of Witness in full

s.73 Irrelevant information

Signature

Date: 26/2/18

Signed, sealed and delivered for and on behalf of **Commonwealth Scientific and Industrial Research Organisation ABN 41 687 119 230** by

s.73 Irrelevant information

(name)

ACTING DIRECTOR, ENERGY

(position)

a person duly authorised to act in that behalf in the presence of

s.73 Irrelevant information

Signature of Witness

s.73 Irrelevant information

Name of Witness in full

s.73 Irrelevant information

Signature

Date: 30/1/18

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Potential Human Health Effects of Coal Seam Gas Activity Project – Queensland.

Project initiation plan:

This document has been prepared to explain the process that CSIRO will be taking to initiate a project on the potential human health effects of coal seam gas activity in a region in Queensland. The planning process is iterative and may change. CSIRO will also engage with the Queensland Government and other stakeholders throughout this process.

CSIRO's Project Lead

Dr s.73 Irrelevant information
Senior Research Scientist
Onshore Gas Program
CSIRO Energy
Email: s.73 Irrelevant i@csiro.au
Phone: 07 33274672
Mobile s.73 Irrelevant inf

Background

CSIRO has committed to conduct a study of the potential health impacts of CSG activity in a region in southern Queensland through its Gas Industry Social and Environmental Research Alliance (GISERA). The Queensland Government has provided funding to GISERA for this study. As a GISERA project, the study and details of the proposal will be subject to approval by the GISERA Queensland Regional Research Advisory Committee (Qld RRAC). The precursor project, *Potential Human Health effects of Coal Seam Gas Activity Study Design* (previously referred to as the Phase 1 project) was funded by the NSW arm of GISERA and conducted during 2017. It became clear during the design project that a large amount of data and information relevant to examining potential health effects from CSG development now exists in the Surat basin, Queensland, where largescale development of natural gas infrastructure, including sites with and without hydraulic fracturing, has been occurring since 2011. The following plan outlines tasks that need to be completed to obtain approval by the Qld RRAC, to develop a full project plan for the study and to initiate the project. Similar health studies are likely to be conducted in other jurisdictions over time.

Key milestones for the initiation of the project are:

- Full project order submitted to Qld RRAC by 31 March 2018
- Full project plan (including risk and communications) prepared by mid-April 2018
- Preliminary ethics review document prepared by mid-April 2018 and ready for submission upon project commencement
- Project commencement 30 April 2018

In addition to initiating this project, there are also some broader communication activities that need to be considered around the completion of GISERA's the CSG Health Study Design Project.

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Health study framework

The proposed health study will follow the study design framework developed in GISERA's CSG Health Study Design Project project. The overarching goal is a health study that has high research quality and legitimacy with stakeholders.

The framework involves a series of stages:

1. A ***scoping*** and ***planning*** stage defines the overall project structure and strategies for involving stakeholders, communicating findings, and meeting all ethics requirements. A major aim of this phase is to establish processes and governance that will support the legitimacy and quality of the research. The research objectives and project team are established in this stage.
2. The ***identification*** stage establishes the potential sources of chemical and physical hazards (chemicals in air, water and soil, plus noise and light) and other stressors, such as social stressors, and the pathways via which the community may be exposed to the hazards. This is done by developing a site specific conceptual model of hazard and risk identification. At the end of this stage a decision is made about whether a chemical or physical hazard poses a health risk and whether further screening and assessment is required.
3. The ***screening*** stage involves the collection of all existing data (physical, chemical, social and health) and establishes the quality of existing data sets. Gaps in data are identified and new data may be collected if required to understand key exposure and health factors for the study location.
4. The ***further assessment phase*** involves in-depth exposure and risk assessments, as well as health outcome assessments. This phase addresses any gaps for relevant chemical and physical stressors, while a health needs assessment approach would be used to further investigate and mitigate social stressors.
5. The final ***options*** stage integrates findings, draws conclusions, and provides options for future management, including identifying needs for ongoing monitoring.

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Stage 1 of the framework is the scoping and planning stage and includes activities that must be completed to fully establish the project. Some of these can be done prior to the project officially starting, but many can only be conducted after the project has commenced. These pre-commencement activities are completed alongside CSIRO's normal project initiation process.

For this study, the project will include the first three stages of the framework (up to and including the screening stage). The later stages may be conducted as an extension to this project, or as a separate project, depending on the outcomes of the identification and screening stages of this project and available funding.

An outcome from the design project was a proposed prioritisation strategy for conducting a future study. It identified a high-activity established CSG region as providing the most suitable site for future research and the potential need to scope future studies according to the available budget.

Project scoping

The study framework requires that community and other stakeholder groups are involved in setting the scope and this involvement can only happen once the project has commenced. For the proposed project CSIRO will develop options for the project scope to present to stakeholders at the commencement of the project. These options will be based on what is achievable with the project's

resource constraints (time, budget, data availability). CSIRO will be seeking input from Queensland Government, in addition to other stakeholders (including the GasFields Commission and industry), in developing these options.

The final project scope will be defined by the:

- site selection
- specific research objectives and
- deliverables.

Site selection options

The site selection is a key step in determining the scope for the project. Considerations for location include:

- Sensitive/problematic areas that may distort results
- Availability of data
- Whether the area is representative of other regions
- Whether there is a suitable control location without CSG activity for comparison
- Operator(s) working in the area
    - One or multiple
    - Ability to assist through provision of data
- Other stakeholders in the area
- Size of area
- Amount and types of CSG infrastructure, for example:
    - Wells
    - Compression stations
    - Water treatment plant
    - Power generation plant
    - Logistics (people/supplies)
- Characteristics of communities
    - Town
    - Small acreage
    - Pastoral/broad acre agriculture
    - Demographics
- Other land uses and
- Potential confounding factors

Options for specific research objectives

The scope of the research objectives will be in part defined by the site selection and the following scoping considerations.

- Relative focus on physical/chemical versus social stressors
- Impacts from which CSG infrastructure/which stages of development
- For each stage, an iterative process to confirm
    - Specific research objectives
    - CSG infrastructure/activity that is in scope
    - Health impacts that are in scope
    - The deliverables

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- Tasks/activities required to produce the deliverables
- Data required/availability
- Resources (FTE and operating expenses) required
- Ethics requirements

Options for deliverables

The project will produce outputs such as progress and final reports, but will also need to develop products to share the data and findings in an enduring way. This may be through existing avenues (CSIRO's data and publications repositories, GISERA website, GasFields Commission website) or through avenues developed specifically for this project. The nature of the deliverables and the effort that will be required to produce them are important considerations for the project scope and the communications plan.

Project governance

The framework developed in design project places a strong emphasis on project governance. Stakeholder groups placed a high priority on the need for transparent and independent oversight for the project. GISERA also has a rigorous approach to governance which the project will also utilise. The governance structure will be documented as part of the project plan and is likely to include:

- Project approval by Qld RRAC
- Oversight committee –two person committee with a focus on governance. Established early during project initiation stage
- Project steering committee – chaired by GISERA director and reporting through the GISERA governance structure. Possible membership to include a representative from government, industry and the community. The project leader will report to this committee (all GISERA project leaders report to the GISERA Director). Make up of this committee will be determined during the project initiation stage
- Reference groups – the number and focus of the reference groups will be established during the project initiation stage however the groups will not be formed until after the project has commenced and ethics approval obtained. The reference groups will likely include:
    - Local stakeholders, such as land holder/resident groups, local medical professionals, local council, local health/community service provider
    - Technical groups may be focussed around areas of expertise, such as
        - CSG operations
        - Health impact assessment
        - Environmental monitoring

The project will also require approval from CSIRO's Human Research Ethics Committee. The project team will work with this committee during the planning/initiation stage of this project to ensure the project scope and resources take ethics requirements in to account and to accelerate the preparation of the approval process.

Project Plan

In addition to scoping the project, establishing the governance structure and a communications plan, the project plan will also set out:

- Milestones and deliverables for the project

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- Resourcing
- Risk management

For risk management CSIRO has identified two broad areas of risk. The first is the project delivery risks that include risks related to resourcing, access to data, science delivery and ethics risks among others. CSIRO will conduct an internal risk assessment for these risks as part of the project planning process.

The second area of risk is around stakeholder perceptions of the research. These risks have potential to have broader implications for stakeholders and an assessment of these risks will be conducted in conjunction with the development of a communications plan.

Communications Plan

CSIRO is establishing a plan for external communication around the completion of the GISERA's CSG Health Study Design Project project, and the commencement of this study (subject to Qld RRAC approval), and the commencement of the next health study in consultation with the Queensland Government. The current version of this plan is attached.

The project plan for study will include a communications plan for the life of the project, developed with the aim of maximising the impact of the project while managing risks around public perceptions of this research. Input from the Queensland Government and other stakeholders on potential risks and communication approaches for this subject matter and in the region of study will be sought. The communication plan will also include engagement plans with stakeholders.

CSIRO's lead contact for the communications plan:

s.73 Irrelevant inform
Manager, Communication and Stakeholder Relations, Gas Industry Social and Environmental Research Alliance (GISERA)
CSIRO
email: s.73 Irrelevant infor@csiro.au
Phone: 07 4753 8517
Mobile: s.73 Irrelevant info

Queensland Government Input

The governance of GISERA projects require that the research is conducted independently of the source of funding. This requirement does not exclude funders from providing advice, technical expertise and data. Throughout the initiation stage, CSIRO will seek advice from the Queensland Government and will direct this interaction through Warwick Squire, Acting Executive Director, Statewide Operations, Mineral and Energy Resources, Department of Natural Resources, Mines and Energy.

As outlined above, the key areas CSIRO will be seeking to discuss with the Queensland Government are:

- The project scope, as outlined above
- Communications strategy
- Risk management strategy

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- Steering committee government representative
- Potential members of technical reference groups

Next steps

1. CSIRO has developed a draft communication plan for release of GISERA's CSG Health Study Design Project project, and for the start-up of the subsequent study. CSIRO would like to identify a key communications person within the Queensland Government to work as a counterpart to CSIRO's lead Helen Beringen.
2. CSIRO proposes a workshop with Queensland Government during the week starting 12 February to discuss the project scope considering:
    a. potential sites for the study
    b. hazards and stressors to be considered

Project Planning Milestones

The milestones below outline the process of getting to a project start date of 30 April 2018.

	Week Starting								
Task	**5/2**	**12/2**	**19/2**	**26/2**	**5/3**	**12/3**	**19/3**	**26/3**	**2/4**
Comms Plan circulated									
Scoping Meetings QG									
Preliminary Scope									
Project Risk Assessment									
Stakeholder engagement#									
Oversight Committee									
Phase 1 Release									
Full Project Plan									
Draft Ethics Approval									
GISERA Project Order									
Qld RRAC									
Qld RRAC Decision									

including GasFields Commission; Industry

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Department of Resources
MINISTER'S BRIEFING NOTE – Scott Stewart MP

Policy Advisor	OK
Chief of Staff	OK

Approved / Not approved / Noted

Minister: ……

Dated:

SUBJECT: Australian Government Senate committee consideration of the Iron Boomerang project

TIMING: Routine

RECOMMENDATION:
It is recommended that you:
a. Note the contents of the brief.

KEY ISSUES:
1. The project known as 'Iron Boomerang' (the project) is a proposal to construct a 3300 kilometre rail line between Newman, Western Australia and Abbot Point, Queensland to transport iron ore east and metallurgical (coking) coal west. The proposed route is at **Attachment 1**.
2. The aim of the project is to increase Australia's domestic steel-making capacity in an economically viable way by supporting steel making facilities in Australia adjacent to major iron ore and metallurgical coal mining regions.
3. Like many other carbon intensive industries, the Australian steel making industry has commenced the move to green steel production, with projects investigating substitutes for metallurgical coal in manufacturing process such as hydrogen.
4. With the shift away from fossil fuels, attracting investment for projects like Iron Boomerang, which are predicated on geologically constrained resources and requiring large scale transport infrastructure to move them to a manufacturing centre, is likely to become problematic. This is due to construction costs, the project's emissions profile and ESG credentials and the fact that green hydrogen is capable of being produced closer to the location of future iron ore production and steel manufacturing facilities.
5. On 5 September 2022, the project was referred to the Senate Rural and Regional Affairs and Transport References Committee (the committee) for inquiry and report.
6. On 10 August 2023, the committee released a report of inquiry findings on the project and, amongst other things, concluded that:
   - the resources and steel industries are important to the Australian national economy and industrial capacity;
   - 'nation building' projects such as Iron Boomerang will continue to be the backbone of a dynamic and productive Australia
   - there are significant implementation issues and risks to the project and the request for $370 million for a feasibility study far exceeds recent Australian Government support for other feasibility studies;
   - there are substantial uncertainties with the proponent's claim of creating up to half a million new jobs within a decade; and
   - given the uncertainties identified, the project is not sufficiently advanced at this stage to recommend the Australian Government provide the support requested by the proponent.
7. The committee also made three recommendations:
   - That East West Line Parks (the proponent) engage with Infrastructure Australia and provide it with the required information to allow it to complete an assessment of the project.
   - That the Australian Government commission and publish a scoping study on the establishment of a steel plant/s located in Northern Australia that considers matters such as:
     - The use of metallurgical coal and/or hydrogen as potential reductants.
     - Employment, environmental and social impacts and land acquisition.
     - Engagement with First Nations and local communities.

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- That the Department of Defence include details about the use of steel in and value of steel to, Australia's defence industry in the Defence Industry Policy Strategy.

8. The Dissenting Report from government senators on the committee recommended that the proponent work with interested parties to explore the opportunity for green iron ore and green steel production.

RISK:

9. N/A

CONSISTENCY WITH ELECTION COMMITMENTS AND GOVERNMENT OBJECTIVES:

10. N/A

RESOURCE IMPLICATIONS:

11. Finance / Budget - N/A.
12. HR - N/A.

COMMUNICATION:

13. N/A

BACKGROUND:

14. 'The project proposes 10 steel manufacturing plants, with 5 plants at Port Headland, Western Australia and 5 plants in the Bowen Basin, Queensland. These facilities are to be connected by a train line that would move raw materials (for example, iron ore from Western Australia and Metallurgical Coal from Queensland) from where they are mined to these manufacturing facilities.
15. East West Line Parks first proposed the project in 2006. However, it is understood that the concept has also been previously proposed in the 1970s by Lang Hancock and Sir Joh Bjelke-Peterson.
16. The proponent considers the project will have many benefits including:
    - a boost national employment, including an estimated total of 20 000 jobs in Abbot Point, Queensland;
    - environmental benefits such as a reduction in maritime traffic in areas including the Great Barrier Reef as iron and steel making ore supply chains change; and
    - potential economic and employment benefits for indigenous communities.
17. As proposed, the project would cross several native title determinations across the planned rail corridor.

HUMAN RIGHTS IMPACT ASSESSMENT:

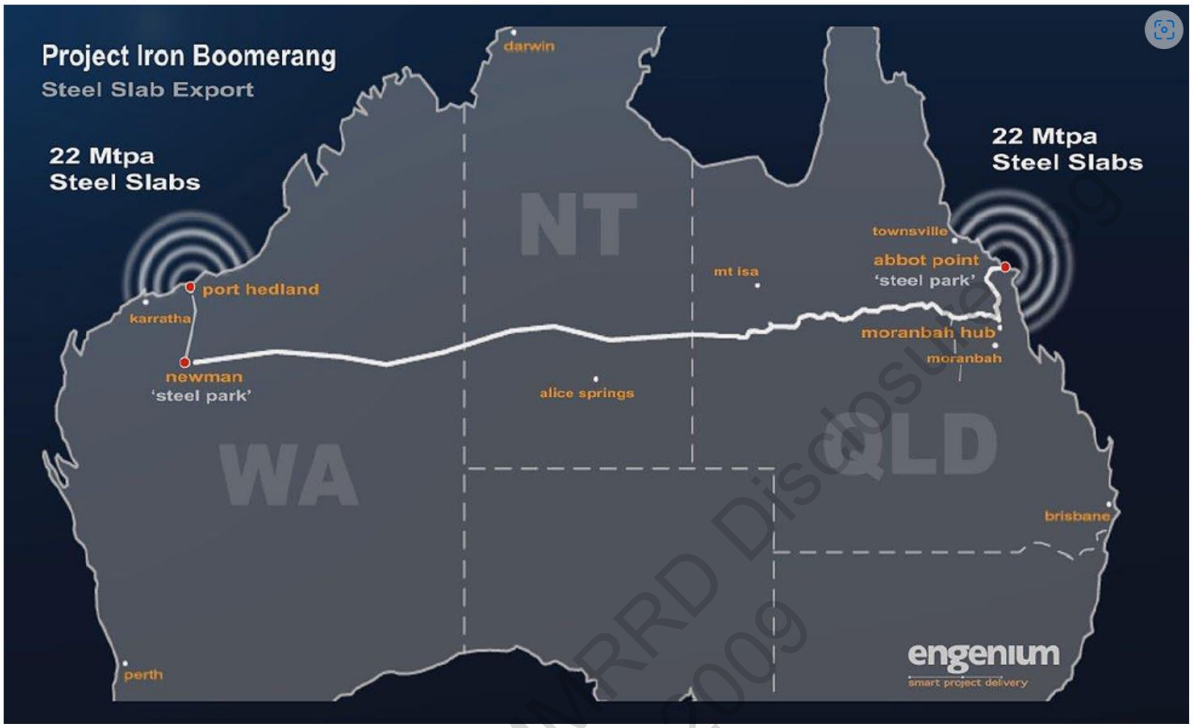
18. There are no implications for human rights under the *Human Rights Act 2019*.

ATTACHMENTS:

Attachment 1: Proposed rail line route.

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Proposed line route



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RTI Act 2009

Department of Resources
MINISTER'S BRIEFING NOTE – Scott Stewart MP

Policy Advisor……..OK
Chief of Staff ……..OK

Approved / Not approved / Noted
s.73 Irrelevant info

Minister:
Dated: 27/4/2023

SUBJECT: Approval of Bowen Basin Pipeline Study Phase 2 final public report

TIMING: Routine

RECOMMENDATION:
It is recommended that you:

a. **Note** the final Bowen Basin Pipeline Phase 2 Market Engagement Commercial Report (the commercial report) (**Attachment 1**).
b. **Approve** KPMG's summary of the commercial report for public release (**Attachment 2**).

KEY ISSUES:
Commercial report:

1. In May 2022, the Department of Resources (the department) engaged KPMG (in partnership with GHD, Netherland, Sewell and Associates Inc (NSAI) and ACIL Allen) to undertake a structured market engagement to build upon the findings of an earlier concept study and better understand the commerciality of a pipeline from the market's perspective.
2. The contract required KPMG to deliver a report outlining its findings, along with the financial model used to determine financial feasibility of a pipeline.
3. The department assisted by Queensland Treasury Corporation (QTC), worked closely with KPMG throughout the phase 2 market engagement to manage the contract and ensure deliverables and milestones were met.
4. The department (including policy, operational and technical officers), QTC and Professor s.73 Irrelev s.73 Irrele of the University of Queensland's Centre for Natural Gas provided feedback on iterative drafts of the commercial report.
5. On 21 December 2022, KPMG delivered the final commercial report and financial model (**Attachment 3**). Key findings include:
   - New pipeline infrastructure could meet medium and long-term demand, but timing is critical; the pipeline needs to be constructed by around 2028.
   - Any pipeline development must be underpinned by both domestic and export demand to be viable, with domestic need sensitive to the outlook of the Narrabri Gas Project and Port Kembla Energy Terminal.
   - Uncertainty around regulatory requirements, upstream reserves and shortened investment horizon means development is unlikely without government involvement.
   - Significant technical, regulatory and commercial challenges make capturing coal mine methane (CMM) to supply additional gas to market uneconomic.
6. The commercial report recommends a two-stage pipeline, as the southern basin is more developed than the stranded northern basin and this was viewed positively by the market. KPMG recommended that government investigate a series of financial and non-financial levers to facilitate development of the staged pipeline approach.
7. The commercial report and supporting materials reflect the department's feedback and meet the requirements of the contract.

Public report:

8. The commercial report contains commercial-in-confidence information which, coupled with the length (378 pages) and highly technical content, means it is not suitable for public release.
9. In accordance with the contract, the department asked KPMG to prepare a summary version of the commercial report that is accessible to a public audience.

Author:	Recommended – ED:	Endorsed – DDG:	Endorsed - DG
Name: Jamie McMullen Title/Business Group: Snr Policy Officer Telephone: 3199 7347 Date: 20/04/2023	Name: Lana Bartholomew Title/Business Group: ED, Georesources Policy Telephone: s.73 Irrelevant Date: 20/04/2023	Name: Shaun Ferris Title/Business Group: DDG, Georesources Telephone: s.73 Irrelevant i Date: 20/04/2023	Director-General: Mark Cridland Date endorsed: 26/04/2023

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10. On 11 April 2023, KPMG delivered the final summary report which outlines:
    - The state of the gas market, including recent policy developments.
    - The need for additional gas supply and how the Bowen Basin could meet demand.
    - A summary of the market feedback and potential considerations for government.
    - Strategies to improve the economics of using CMM.
    - Project beneficiaries for a Bowen Basin pipeline.
    - Next steps, including the two-stage pipeline approach.
11. The summary report does not include commercial-in-confidence information, nor does it pre-empt government decision-making by quantifying the benefits of the recommended staged approach or how these will be realised, including government involvement.

RISK:

12. N/A.

CONSISTENCY WITH ELECTION COMMITMENTS AND GOVERNMENT OBJECTIVES:

13. In 2020, the Queensland Government committed under the *Queensland's Economic Recovery Plan* $5 million to support a study into a gas transmission pipeline from the Bowen Basin.
14. The Bowen Basin Pipeline Study is Action 13 of the Queensland Resources Industry Development Plan and Action 1.5C of the Queensland Energy and Jobs Plan.

RESOURCE IMPLICATIONS:

15. N/A.

COMMUNICATION:

16. Georesources Policy will liaise with the Communications and Media Unit regarding the potential public release of the report.

BACKGROUND:

17. On 20 August 2020, the Honourable Annastacia Palaszczuk MP, Premier and Minister for the Olympics, announced the Bowen Basin Pipeline Study as part of the *Queensland's Economic Recovery Plan*.
18. The department engaged KPMG in (in partnership with GHD and NSAI) to conduct the phase 1 concept study, which was completed in November 2021.
19. The phase 2 market engagement process involved:
    - Identifying participants and key stakeholders.
    - Identifying key thresholds that would need to be satisfied for investment decisions.
    - Establishing indicative timetables for, and cost of, development.
    - Understanding the potential role for government.
20. From May to December 2022, KPMG consulted 39 key stakeholders, including key Bowen Basin gas and coal companies, east coast gas market suppliers, east coast liquefied natural gas exporters, major pipeline suppliers, industry peak bodies, gas customers, energy operators and finance and investment institutions.

HUMAN RIGHTS IMPACT ASSESSMENT:

21. There are no implications for human rights under the *Human Rights Act 2019*.

ATTACHMENTS:

Attachment 1: Bowen Basin Pipeline Phase 2 final commercial report
Attachment 2: Bowen Basin Pipeline Phase 2 summary report
Attachment 3: Bowen Basin Pipeline Phase 2 financial model

Public Report DNRMMRRD Disclosure Log RTI Act 2009

Department of Resources
MINISTER'S BRIEFING NOTE – Scott Stewart MP

Policy Advisor	OK
Chief of Staff	OK

Approved / Not approved / Noted

Minister: ……

Dated:

SUBJECT: Redland City Council Proposed Recreational Vehicle Park, Raby Bay, Reserve for Park

TIMING: Urgent – Council have followed up numerous times for a position on this matter.

RECOMMENDATION:
It is recommended that you:

a. **Note** the Department of Resources has reviewed the information provided by Redland City Council (council) regarding the proposal for a self-contained recreational vehicle (RV) park for a maximum of three years within part of the community reserve for park purposes (reserve).
b. **Note** upon noting this brief, the department intends to advise council of its view that the proposed RV park is not supported due to the activity being an inconsistent use of the reserve and the most appropriate tenure for this activity is freehold land.

KEY ISSUES:

1. On 20 January 2023, the council wrote to the department requesting a response regarding the council's proposal of self-contained RV Park, limited to a period of three years within part of the reserve described as lot 868 on SP273267.
2. The department has provided consistent advice to council on this proposal since first correspondence was received from council on 22 July 2019 and again on 2 February 2022, namely that the department's view is that the activity for RVs and camping is an inconsistent use of the reserve, in particular:
   - The proposed use would potentially exclude the general public from that area of the reserve, which could only be used for the benefit of the Campervan and Motorhome Club of Australia (CMCA) and non-members who meet the certain criteria of their RV, caravan etc and not for the whole of the community.
   - Excluding the general public from an area of a community purpose reserve (open space) is not supported under the *Land Act 1994* (Land Act) and would diminish the use of the land for its original purpose.
   - Marine Infrastructure Team, Department of Transport and Main Roads (MSQ) have advised the department that it does not support the proposed RV park on the reserve, due to the future expansion of the boat trailer parking area expected to be constructed in the next three to five years as part of the Queensland Recreational Boating Facilities Demand Forecast Study 2017 and the ongoing issues with the existing dump point.
3. Historically, approved inconsistent uses of this nature are being progressively removed from trust land across the state therefore allowing the RV Park to operate on the reserve will set a precedent.
4. The department considers that freehold tenure is the most appropriate tenure for the proposal and the council have been encouraged to conduct further investigations into the availability of its own freehold land for the proposal. The department provided a number of other lots for council to consider, however understands this site has been chosen due to the existing dump point for disposal of grey and black water and sewerage waste.
5. On 6 December 2022, the department further consulted MSQ regarding the proposed RV park. MSQ advised:
   - Tthe existing launching facility is the largest recreational marine facility in Redland with a high intensity activity all year round.
   - The facility incorporates a public boat ramp, the volunteer Marine Rescue and Redlands Boat Club.

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- The facility will experience an increase in usage with the development of Toondah Harbour site at Cleveland, as the developer is not proposing a public boat ramp.
- Council have already allowed overflow parking to occur within the reserve due to current demand for car trailer parking.
- The future upgrading of the facilities below high water mark is MSQ responsibility and council is responsible for funding the expansion of additional car trailer parking.

6. The department has explored the opportunity for this proposal to support the Queensland Housing Summit, however as the proposed RV park is only for a maximum of five nights stay, there will be no amenities, no power or water, it is considered this proposal does not support the housing crisis.

RISK:

7. N/A.

CONSISTENCY WITH ELECTION COMMITMENTS AND GOVERNMENT OBJECTIVES:

8. N/A.

RESOURCE IMPLICATIONS:

9. Finance / Budget - N/A.
10. HR - N/A.

COMMUNICATION:

11. N/A.

BACKGROUND:

12. Reserve for Park is described as Lot 868 on SP273267 locally known as Raby Bay Boulevard Park or Raby Bay Foreshore Park, with the council as trustees (**Attachment 1**).
13. On 2 February 2022, the council requested the department's support for RV Park, limited to a maximum period of three years within the Reserve for Park.
14. The overall strategy for this RV park site is:
    - Short-term three years at Raby Bay Boulevarde Park; then
    - relocate the RV park to the Redlands Showgrounds once sport clubs depart to another location and a suitable area becomes available on the showgrounds site. (Lot 1 on SP236501 – Reserve for Showground, Heritage, Culture, Sports and Recreation).
15. The proposed site for RV use consists of 4000 square metres of Reserve for Park required from the 9.286 hectare site (**Attachment 2**).
16. Council had considered sites of freehold land owned by the council since 2016, however none were deemed suitable due to the physical constraints such as slope, flooding, environmental values, size, shape of the site.
17. Council has chosen CMCA to operate the site, CMCA are a not-for-profit entity operating low cost, short term stays for RV sites across Australia, with over 70 000 members.
18. An Economic Needs Assessment was undertaken by the council, which indicated that there was a need and demand for a 25 site RV facility at Redlands and that such a facility would not have an adverse impact on the viability of existing caravan parks.
19. Council advised of preparing a Community Engagement Report to consult with all relevant stakeholders, relevant government departments and the broader community on the proposed basic camping ground. Community consultation was expected to commence in March 2022; however, the council is seeking the department's support and views on this proposed interim use before seeking community feedback.
20. Council advised that they are aware that an inconsistent use can be approved under the Land Act, but don't consider the proposed use will diminish the reserve and the site is currently used as an overflow car park for boat trailers.
21. In 2020, the department provided advice to council regarding the proposal for extending the carparking associated with the adjoining marine facility. These proposals incorporate the area in which council are proposing to use for the proposed RV Park site.

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HUMAN RIGHTS IMPACT ASSESSMENT:

22. The objects and obligations of the *Human Rights Act 2019* (Qld) has been considered in making this decision. This decision does not limit or interfere with the relevant rights under the *Human Rights Act 2019.*

ATTACHMENTS:

Attachment 1: Qld Globe map
Attachment 2: Proposed Footprint

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Lot 868 SP273267 - Reserve for Park - Raby Harbour Foreshore P...

A product of Queensland Globe

27°30'43"S 153°16'41"E

27°30'43"S 153°17'22"E



Legend located on next page

N

0 100 metres

Scale: 1:6000

Printed at: A4

Print date: 31/1/2023

Not suitable for accurate measurement.
Projection: Web Mercator EPSG 102100 (3857)

For more information, visit https://qldglobe.information.qld.gov.au/help-info/Contact-us.html

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Queensland Government
Department of Resources

27°31'13"S 153°16'41"E

27°31'13"S 153°17'22"E

Lot 868 SP273267 - Reserve for Park - Raby Harbour Foreshore P...

Legend

Road parcel

Land parcel

Parcel

Land parcel - gt 1 ha

Parcel

Land parcel - gt 10 ha

Parcel

Easement parcel

Strata parcel

Volumetric parcel

Land parcel - gt 1000 ha

Parcel

Land parcel label

Land parcel label - gt 1 ha

Land parcel label - gt 10 ha

Land parcel label - gt 1000 ha

Road crossing

Bridge

Tunnel

Cities and Towns

Railway

Road

Highway

Main

Local

Private

Attribution

Maxar

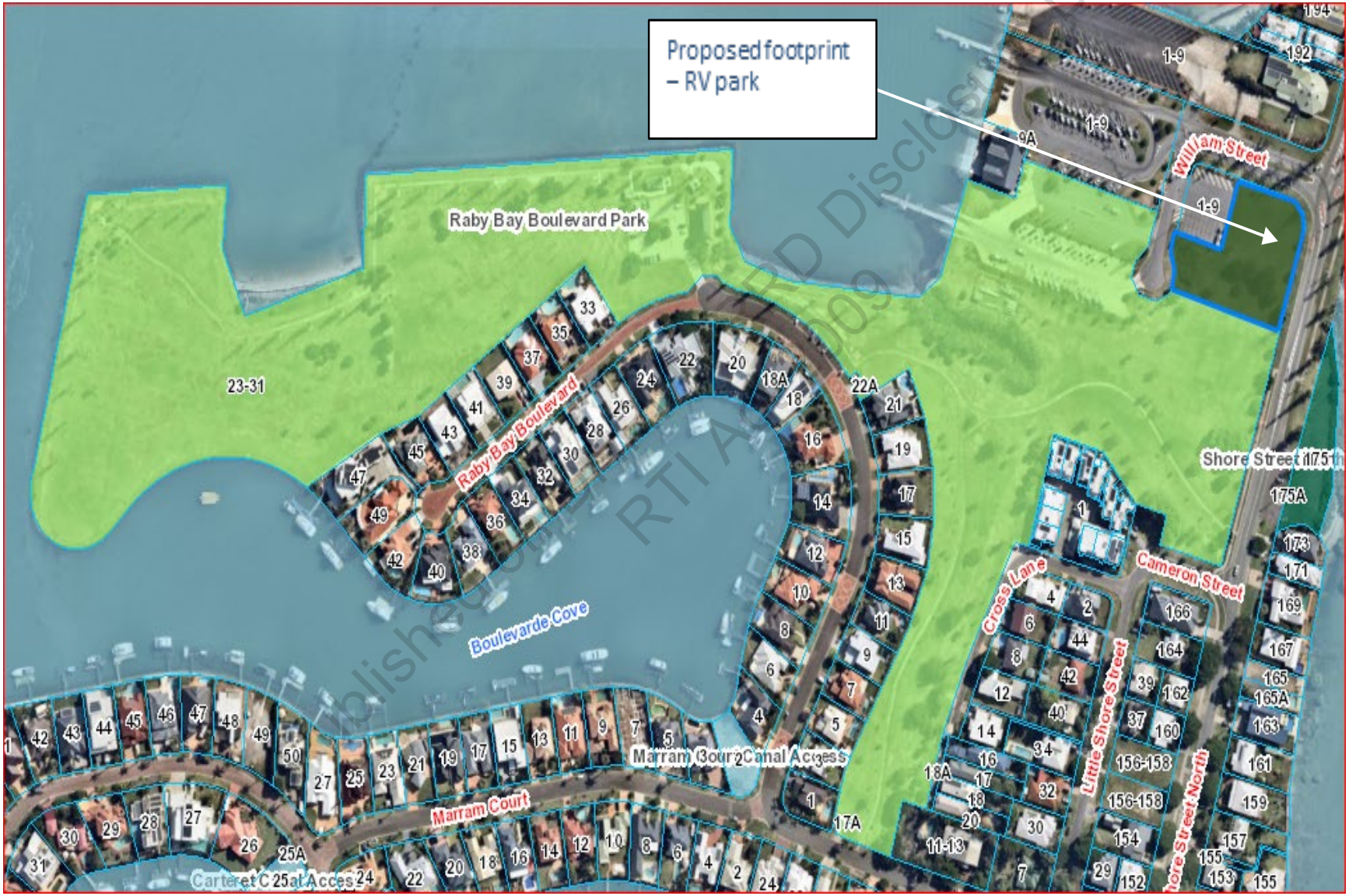
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Proposed footprint – RV Park – approximately 4000m²



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