REQUEST FOR FILMING PERMISSION AND MEDIA AGREEMENT

Party Making the Request **(The Producer)**	**Name, ABN, Address, Contact Number, Email**
Party Approving Request **(WGAC)**	Wunambal Gaambera Aboriginal Corporation ICN3154 ABN 75 720 456 104 72d Pago Close Kalumburu, WA 6740 PMB 16 Wyndham, WA 6740 Tel : 0891614205 Contact : media@wunambalgaambera.org.au Mob 0418 202 546
Date of Request	

This document forms a media agreement, including permission to film on Wunambal Gaambera Country, signed between Wunambal Gaambera Aboriginal Corporation (**WGAC**) and the Party Making the Request (**The Producer**) above.

Wunambal Gaambera Uunguu peoples' determined native title, in *Goonack v State of Western Australia* [2011] FCA 516 and *Peurmora v State of Western Australia* [2012] FCA 1334, comprises 0.9 million hectares of land area (including islands) and 1.6 million hectares of sea country known as and referred to in this agreement as **Wunambal Gaambera Country** as depicted on **Map 1** at Attachment 1.

Wanjina-Wunggurr (Native Title) Aboriginal Corporation RNTBC (**WWPBC**) is the Registered Native Title Body Corporate which holds the Wanjina Wunggurr Uunguu native title in respect of the land and sea. WGAC, an incorporated body (ICN3154) under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006*, its members the Wunambal Gaambera Uunguu people, also known as Traditional Owners, operates as a Related Corporation under WW PBC's Rule Book and is authorised to manage native title on WW PBC's behalf in respect of Wunambal Gaambera Country.

FILMING ON WUNAMBAL GAAMBERA COUNTRY - PRINCIPLES

The Producer acknowledges and respects that filming anywhere within Wunambal Gaambera Country is subject to WGAC permission.

The commercial use of any such film material and cultural information will only be with written consent of WGAC in accordance with this Agreement.

Under this agreement, The Producer provides to WGAC all film footage material produced and cultural information intended to be used in the Film Project, to add to WGAC's information data base, media and promotion collateral and to benefit Wunambal Gaambera people with a visual record of culture and Country.

The Filming Project – Producer provide details of the Film Project in this Table 1.

	Item	Details
A	**Purpose of Filming**	
B	**Footage: Video, Stills, and Audio Recording**	
C	**Dates and Locations in Wunambal Gaambera Country**	Use Visitor Location Number# from Map 2
D	**Archival and Third Party Media Material**	
E	**The Producer's Media Product End Use**	

Table 1 : The Filming Project

WGAC FILMING PERMISSION

The Parties Agree:

WGAC consents to the Producer filming within Wunambal Gaambera Country on the following terms and conditions:

1. The information provided in Table 1 above and on the maps at Attachment 1 form part of the interpretation, terms and conditions of this Agreement

2. The Producer, subject to condition 3, may enter Wunambal Gaambera Country to the Visitor Locations listed in the Filming Project at table 1 above, to take stills and video footage of cultural and natural features at those Visitor Locations in accordance with this Agreement, including access restrictions depicted on **Map 2** at Attachment 1.

3. The Producer must not take any close up stills, video or audio footage (**Footage)** of or about a Wanjina image in a cave or on stone unless a relevant Wunambal Gaambera person (Ranger, Guide, Traditional Owner) for that Visitor Location is present and solely (or agrees others may be) depicted in the Footage.

4. The Producer shall within 30 days or promptly thereafter as agreed in writing with WGAC of completion of filming on Wunambal Gaambera Country, provide to WGAC in retrieval form, all cultural, natural and landscape raw Footage from Wunambal

Gaambera Country and any archival images, audio and information relating to Wanjina Wunggurr culture and Wunambal Gaambera Country intended to be used in The Producers Media Product.

5. The Producer hereby grants to WGAC an irrevocable, royalty-free, cost-free, world-wide license to use The Producer's Footage for its own purposes whatsoever and at its own expense, to benefit WGAC and Wunambal Gaambera Uunguu people, and WGAC will appropriately credit The Producer as may be reasonably requested by The Producer.

6. The Producer agrees a final draft Media Product of edited Footage, graphics, archival images, audio, text and other information and material relating to Wunambal Gaambera Country and Wanjina Wunggurr culture must be presented to WGAC for WGAC's written consent of the Media Product prior to public release of the Media Product.

7. The Producer warrants to WGAC that it has all the permissions, authorisations and licenses needed and necessary to conduct the Project Filming and use third party materials in the Media Product;

8. WGAC will not unreasonably withhold consent to the Media Product referred to in condition 6, provided the Media Product fairly represents and not harm Wanjina Wunggurr culture and values of Wunambal Gaambera Uunguu people and Wunambal Gaambera Country.

9. The Producer agrees any consents and permission provided by WGAC in accordance with this Agreement are for the sole purpose of this Filming Project and for the sole benefit of the Producer and that the consents and permissions are not transferable to any other person without written approval of WGAC.

10. The Producer must advise WGAC of any external consultants or sources, (singularly or collectively the **Third Parties)**, who may be used in the Filming and developing the Media Product, that those Third Parties are bound by the terms and conditions of this Media Agreement as if The Producer.

11. The Producer, whilst on Wunambal Gaambera Country is bound by the Terms and Conditions of the Uunguu Visitor Pass permit, available via www.wunambalgaambera.org.au.

12. That WGAC, Wunambal Gaambera Uunguu people, Wunambal Gaambera Country and the Uunguu Visitor Pass receive acknowledgement within the Media Product closing credits – precise wording, association and use of logos to be agreed in writing with WGAC.

13. That the Producer holds public liability insurance to $20 million for any one occasion and any other insurance that WGAC may require, and will provide WGAC evidence of such insurance(s) as and when WGAC requires.

14. The Producer indemnifies and holds harmless WGAC, the WWPBC and Wunambal Gaambera Uunguu people of any liability associated with or arising from The Producers presence and activity on Wunambal Gaambera Country and the

production and public release of the Media Product.

15. In this Agreement:
(1) **WGAC** means for itself and on behalf of Wunambal Gaambera Uunguu people, members, directors, employees, contractors and agents; and
(2) **The Producer** means its principals, directors, employees, associates, contractors and agents.

16. This Agreement and annexed terms and conditions shall be governed by and construed in accordance with the laws of the Sate of Western Australia.

Execution

For and on behalf of Wunambal Gaambera Aboriginal Corporation

SIGNED: _____

NAME:

TITLE:

DATE:

For and on behalf of The Producer

COMPANY NAME:

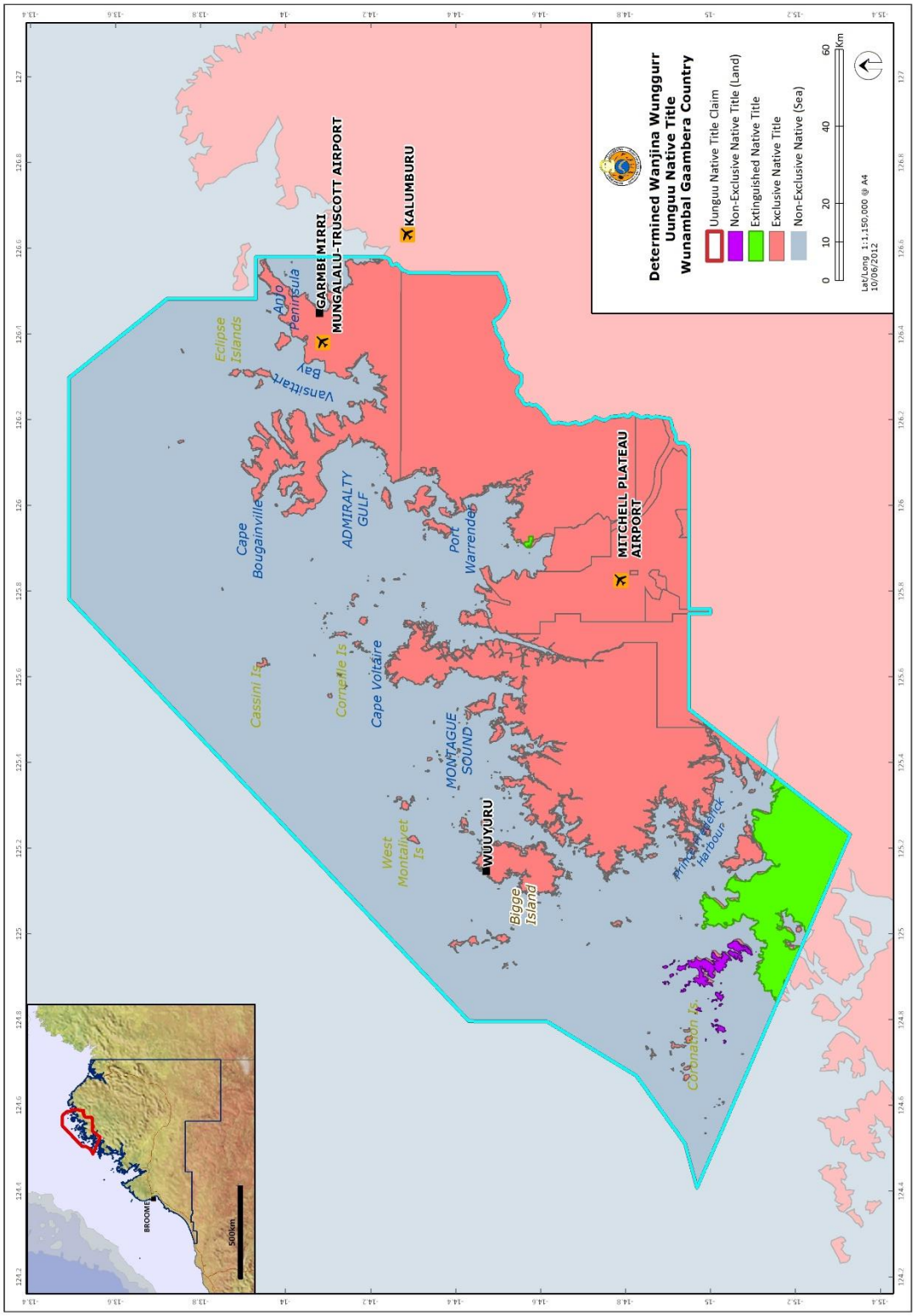
SIGNED: _____

NAME:

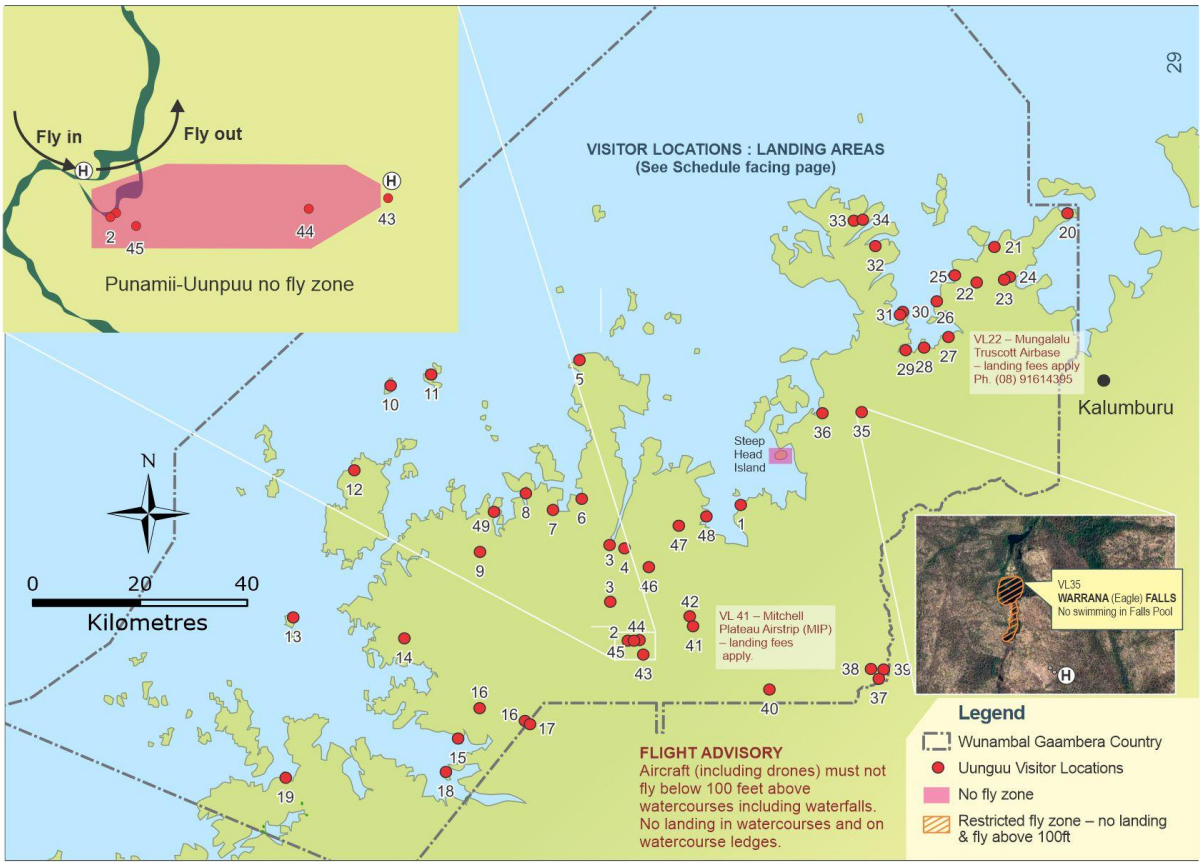
TITLE:

DATE:

Attachment 1
Map 1 Determined Wunambal Gaambera Country



Attachment 1
Map 2 Uunguu Visitor Pass Visitor Location Map



WUNAMBAL GAAMBERA COUNTRY: VISITOR LOCATION COORDINATES

Visitor Location Number	Visitor Location Name	Location Coordinates
	WUNAMBAL COAST ZONE	
1	Jarriyu (One Tree Beach)	S-14.544290, E 125.918813
2	Punamii-Uunpuu (Mitchell Falls)	S-14.823169, E 125.695342
3	Mitchell Estuary	S-14.626297, E 125.655047 Upstream to S-14.745639, E 125.65809 Downstream
4	Yambaradedenmi (Surveyor's Creek)	S-14.6333283, E 125.68558
5	Krait Bay	S-14.250522, E 125.596130
6	Warrabii East (Swift Bay)	S-14.537322, E 125.597944
7	Warrabii West (Swift Bay)	S-14.559278, E 125.539403
8	Wollaston Bay	S-14.521611, E 125.489187
9	Wollaston Creek	S-14.643834, E 125.397407
10	Mandali (West Montalivet Island)	S-14.301064, E 125.220537
11	Wianggarre (East Montalivet Island)	S-14.279247, E 125.300833
12	Wuuyuru (Bigge Island)	S-14.473497, E125.146992
13	Ungunaun (Lamarck Island)	S-14.772633, E 125.026803
14	Midden Springs	S-14.817742, E 125.252228
15	Kampamantiya Island	S-15.024816, E 125.355785
16	Yirinni (Hunter River)	S-14.960706, E 125.397263 to S -14.988234, E 125.489960
17	Yirinni (Donkin Falls Creek)	S-14.995306, E 125.496575
18	Lumbarrni (Island)	S-15.092469, E 125.331602
19	Wunbung-gu (Careening Bay)	S-15.104744, E 125.009469
49	Winyalkan Island	S-14.550764, E 125.423582

Visitor Location Number	Visitor Location Name	Location Coordinates
	GAAMBERA COAST ZONE	
20	Anjo Cove	S-13.943978, E 126.565086
21	Shady Lady WWII Site	S-14.015359, E 126.423025
22	Mungalalu (Truscott Airbase)	S-14.090960, E 126.387749
23	Garmbemirri (Ranger Camp)	S-14.085336, E 126.444772
24	West Bay	S-14.076028, E 126.455128
25	Banjal (Vansittart Bay)	S-14.075206, E 126.344253
26	DC3 WWII Crash Site	S-14.128278, E 126.309349
27	Jalandal (Vansittart Bay)	S-14.200772, E 126.331864
28	Wongarayi (Macassan Site)	S-14.221611, E 126.282189
29	Rocky Cove	S-14.226969, E 126.247244
30	Ngula (Jar Island) #1 North-East	S-14.148183, E 126.238136
31	Ngula (Jar Island) #2 South-West	S-14.156411, E 126.233669
32	Freshwater Cove	S-14.017650, E 126.184958
33	Wargul Wargul #1 Island	S-13.961433, E 126.156836
34	Wargul Wargul #2 Mainland	S-13.964072, E 126.144139
35	Warrana (Eagle Falls)	S-14.354511, E 126.156303
36	Marrijibirri	S-14.356894, E 126.081189
	NGAUWUDU ROAD ZONE	
2	Punamii-Uunpuu (Mitchell Falls)	S-14.823169, E 125.695342
37	Mununru #1 - Art Site	S-14.902156, E 126.195309
38	Mununru #2 - Art Site	S-14.877831, E 126.17688
39	Mununru Campground	S-14.886728, E 126.202222
40	Miyalayi Lookout	S-14.922808, E 125.972486
41	Mitchell Plateau Airstrip	S-14.793306, E 125.8246
42	Nguyarri (Airport Swamp)	S-14.775629, E 125.818248
43	Mertens Campground	S-14.821769, E 125.717122
44	Bunjani (Little Mertens Falls)	S-14.822702, E 125.710822
45	Bunjani (Big Mertens Falls)	S-14.824195, E 125.696873
46	Aunauyu (Surveyor's Pool)	S-14.673815, E 125.73221
47	Wandadjingan (Lookout)	S-14.615699 E 125.800228
48	Walsh Point	S-14.568133, E 125.847999