

16 October 2008

MINTER ELLISON BUILDING 25 NATIONAL CIRCUIT FORREST
GPO BOX 369 CANBERRA ACT 2601 AUSTRALIA
DX 5601 CANBERRA www.minterellison.com
TELEPHONE +61 2 6225 3000 FACSIMILE +61 2 6225 1000

Mail correspondence to GPO Box or DX

Ms Nicola Morris
Chief Lawyer
Enabling Services Group
Department of Resources Energy and Tourism
GPO Box 1564
CANBERRA ACT 2601

Dear Nicola

Terms of Appointment for Secondment - Global Carbon Capture and Storage Institute

We refer to our discussions regarding the secondment of Paul McGinness and Brigid Sunderland to the Department of Resources, Energy and Tourism in relation to the establishment of the Global Carbon Capture and Storage Institute (GCCSI). This letter records the terms of the secondment.

1. The secondment

- 1.1 Paul and Brigid will be seconded by Minter Ellison ('the Firm') to work part time (3 days per week) and full time respectively in your ACT location office commencing 20 October 2008 until 24th December 2008.
- 1.2 Brigid's standard hours of work will be 8.45am to 5.15pm, Monday to Friday (public holidays excepted). Paul's standard hours of work will be discussed with you to determine days and times that best suit the Department and to enable Paul to manage his other commitments and those arrangements can be confirmed in future correspondence.

2. Direction and responsibility

- 2.1 Paul and Brigid will work under the direction of, and be responsible to Nicola Morris, Chief Lawyer. The Firm may not direct Paul and Brigid in the performance of their work for Department of Resources, Energy and Tourism during the period of the secondment.
- 2.2 Department of Resources, Energy and Tourism will be responsible for the work of Paul and Brigid throughout the secondment. Department of Resources, Energy and Tourism will make necessary insurance arrangements in relation to the secondment and, in particular, will ensure that Department of Resources, Energy and Tourism's professional indemnity insurance will cover Paul and Brigid during the period of the secondment.

- 2.3 If either Department of Resources, Energy and Tourism or Paul and Brigid consider that an actual or potential conflict of interest may arise out of the work to be done by them during the secondment, Department of Resources, Energy and Tourism will consult with the Firm. In order to resolve the conflict, the Firm may require Department of Resources, Energy and Tourism to exclude Paul and Brigid from such work or to take such other steps as Department of Resources, Energy and Tourism and the Firm may agree.

3. Salary and benefits

- 3.1 Notwithstanding paragraph 2.1 above, Brigid will remain an employee of the Firm and Paul remains a Partner of the Firm. The Firm will continue to pay all of Brigid's salary and other benefits, including superannuation contributions, holiday pay and other leave entitlements to which Brigid is entitled. The Firm will continue to comply with its obligations under superannuation guarantee legislation.

4. Leave

- 4.1 Paul and Brigid's rights in respect of annual leave, long service leave and personal leave with the Firm will remain unaffected. Paul and Brigid will advise if the Firm has authorised either of them to take leave during the period of secondment.
- 4.2 Department of Resources, Energy and Tourism will inform the Firm of any annual or personal leave taken by Paul and Brigid so that the Firm may update their personnel records.

5. Reimbursement by Department of Resources, Energy and Tourism

- 5.1 The secondment fee payable by Department of Resources, Energy and Tourism to the Firm will be as follows:
- (a) Paul McGinness - ██████████ per day (excluding GST)
 - (b) Brigid Sunderland - ██████████ per day (excluding GST)

If any work is to be undertaken by Paul and Brigid at Department of Resources, Energy and Tourism's request outside of the hours referred to in paragraph 1.2, it will be undertaken at the Firm's panel rates unless otherwise agreed.

- 5.2 If a cost for parking is incurred such expense will be charged as a disbursement at cost.
- 5.3 The Firm will invoice Department of Resources, Energy and Tourism for the secondment fee. Department of Resources, Energy and Tourism will pay the invoice within 14 days of receipt.

6. Health and Safety

- 6.1 In accordance with Occupational Health and Safety legislation, could you please ensure Paul and Brigid are inducted in your OHS Policy and have an understanding of the emergency evacuation procedures for your building.

7. Permitted contact with the firm

- 7.1 Paul and Brigid may:

- (a) consult with the Firm for advice and assistance in the performance of their work;
- (b) for those purposes maintain a computer link with the Firm;
- (c) attend, with Department of Resources, Energy and Tourism's prior approval, any of the following held during normal business hours:
 - (i) practice group meetings;
 - (ii) training sessions;
 - (iii) seminars; and
 - (iv) social events conducted by the Firm; and
- (d) receive internal Firm correspondence and publications in order to keep up-to date with developments in the law or the Firm's practice;
- (e) perform work at the Firm outside the hours specified in paragraph 1; and
- (f) where necessary, manage other duties that they are required to fulfil for the Firm.

8. Confidentiality

- 8.1 The Firm acknowledges that Paul and Brigid owe a duty of confidentiality to Department of Resources, Energy and Tourism.
- 8.2 The Firm will not require Paul or Brigid to divulge any information in relation to any matters on which they have worked for Department of Resources, Energy and Tourism except for:
- (a) matters in relation to which Department of Resources, Energy and Tourism has given instructions to the Firm to act; or
 - (b) information which may be necessary for the purpose of resisting or defending any claim or demand made against the Firm, Paul or Brigid arising out of or in connection with her secondment.
- 8.3 The fact of the secondment of Paul and Brigid to Department of Resources, Energy and Tourism by the Firm is not confidential.

9. Termination

- 9.1 Each of Department of Resources, Energy and Tourism and the Firm may terminate the secondment at any time by not less than two weeks' written notice to the other of them and to Paul and Brigid unless otherwise agreed in writing.

10. Liability and indemnity

- 10.1 The Firm will not be liable for any act or omission of Paul or Brigid during the secondment, including any liability by way of negligence or arising from any duty of care which may exist, whether by way of contract or otherwise. Department of Resources, Energy and Tourism will not make any claim against the Firm based on any act or omission of Paul or Brigid of any nature.

10.2 Paul and Brigid will not be liable to Department of Resources, Energy and Tourism for, and Department of Resources, Energy and Tourism will not make any claim against Paul or Brigid in relation to, any act or omission by Paul or Brigid during the secondment, other than an action based on fraud, serious misconduct or deliberate breach of duty.

10.3 Department of Resources, Energy and Tourism will indemnify the Firm, Paul and Brigid in respect of any claim or liability made by or to any third party in relation to the secondment on a full indemnity basis, except to the extent that the claim or liability is occasioned by their fraud, serious misconduct or deliberate breach of duty.

11. No offer of employment

11.1 Except with the Firm's prior consent or as permitted by paragraph 10.3, Department of Resources, Energy and Tourism will not at any time during the secondment or during the period of six months after its conclusion:

- (a) employ Paul or Brigid;
- (b) make an offer of employment to Paul or Brigid; or
- (c) by any direct or indirect means, encourage Paul or Brigid to make, or intimate to Paul or Brigid that Department of Resources, Energy and Tourism would be prepared to entertain, an application for employment.

11.2 It will be a condition of any consent to employment under paragraph 11.1 that a fee of 25% of the total remuneration package of Paul or Brigid (as the case may be) will be payable to the Firm.

11.3 Department of Resources, Energy and Tourism will not breach paragraph 11.1 if it makes an offer of employment to Paul or Brigid in response to an application from them for a position that has been publicly advertised in accordance with Department of Resources, Energy and Tourism's usual recruitment process.

12. Completion of secondment

12.1 Following completion of the secondment, Department of Resources, Energy and Tourism, or their nominee will, if requested by the Firm, discuss the secondment with a nominated partner of the Firm and Paul or Brigid.

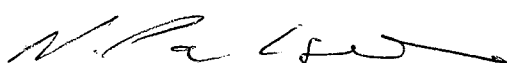
13. Communication

13.1 Department of Resources, Energy and Tourism should direct any questions regarding the legal professional aspects of the secondment to myself on +61 2 6225 3243.

Please confirm Department of Resources, Energy and Tourism's acceptance of these terms by signing the enclosed copy of this letter and returning it to me.

Yours faithfully

MINTER ELLISON



Neal Parkinson

Partner

The above terms and conditions are accepted by Department of Resources, Energy and Tourism.

Signed:



Contact: Paul McGinness Direct phone: +61 2 6225 3257 Direct fax: +61 2 6225 1257
Email: paul.mcginness@minterellison.com
Partner responsible: Neal Parkinson Direct phone: +61 2 6225 3243
Our reference: