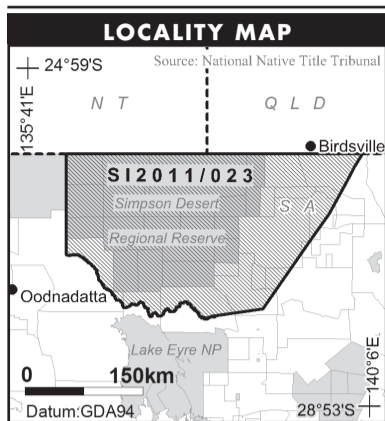


# Notice of an application to register an area agreement on the Register of Indigenous Land Use Agreements

State of South Australia  
Notification day: 30 November 2011



## SI2011/023 Wangkangurru/Yarluyandi Petroleum Conjunctive ILUA

### Description of the agreement area:

The area subject to this agreement covers about 60,640 square kilometres and is located east of Oodnadatta on the South Australia - Northern Territory and Queensland border as shown on the locality diagram.

The agreement falls within the Unincorporated Local Government area.

### Parties to the agreement and their contact addresses:

Brenda Shields, Sharon Lucas, Haydyn Bromley,  
Arthur Ah Chee for  
and on behalf of the Wangkangurru/Yarluyandi  
Native Title Claim Group  
c/- Camatta Lempens  
Level 1, 345 King William Street  
Adelaide SA 5000

South Australian Native Title Services (SANTS)  
Level 4, 345 King William Street  
Adelaide SA 5000

South Australian Chamber of Mines and Energy  
Mines and Energy House  
290 Glen Osmond Road  
Fullarton SA 5063

The Attorney General and the Minister for Mineral  
Resources Development  
c/- Crown Solicitor  
Level 6, 45 Pirie Street  
Adelaide SA 5000

### The agreement contains the following statements:

*[Explanatory notes in brackets inserted by the National Native Title Tribunal]*

Clause 6.2: The Parties agree that the Right to Negotiate procedure prescribed in Part 2, Division 3, Subdivision P of the *Native Title Act* is not intended to apply to either the grant of any Authorised Licence or the carrying out of any activities under an Authorised Licence.

Clause 10.1: The Native Title Party agrees to the grant of any Authorised Licence by the Minister to the Company in respect of any part of the ILUA Area pursuant to the Petroleum and Geothermal Energy Act, and agrees to the Company exercising its rights and entitlements and discharging its obligations under the Authorised Licence in accordance with and subject to any conditions imposed by the Petroleum and Geothermal Energy Act [10.1.1], any applicable law [10.1.2] or the Framework ILUA [10.1.3].

Schedule 1, Clause 4.1: *[This is one of the conditions a Company can agree to be bound by through the execution of an Acceptance Deed. At this point subject to clause 13 of the Framework ILUA, the Framework ILUA Parties consent to the grant of each Authorised Licence and the carrying out of any activities under them.]*

Clause 13 Acceptance Contract: *[This clause explains that a Company can enter into an Executed Acceptance Contract by agreeing to be bound by the terms of the Framework ILUA by duly completing and signing the Acceptance Deed and providing a copy to the State and the Native Title Party, the affect of which is an agreement between the State, Native Title Parties, the Association and the Company in respect of any PEL(s) (petroleum exploration licence), Additional Licence(s) and Subsequent Licences and the carrying out of activities under those licences.]*

### Clause 1.1 defines:

'Acceptance Deed' as the deed at Annexure B of the Acceptance Contract Conditions which acknowledges the Company's acceptance of the terms of this Framework ILUA;

'Additional Licence' as any: (a) Preliminary Survey Licence; (b) Pipeline Licence; (c) Speculative Survey Licence; (d) Associated Activities Licence; (e) Easement for pipeline purposes; or

(f) other authority able to be lawfully granted to a Company within the ILUA Area pursuant to the Petroleum and Geothermal Energy Act,

applied for, or granted to a Company in the ILUA area where that Company is not the holder of a PEL or PPL [petroleum production licence] authorised by this Framework ILUA, but excluding any authority authorising the geosequestration of carbon dioxide outside of normal petroleum operations;

### 'Authorised Licence' as:

(a) in the case of a Company applying for a PEL or PPL in the ILUA Area, the PEL(s) or PPL(s) specified in the Acceptance Deed executed by that Company in order to enter into the Executed Acceptance Contract, and any Subsequent Licence granted to the Company; and

(b) in the case of a Company not holding a PEL or PPL authorised by this Framework ILUA, the Additional Licence(s) specified in the Acceptance Deed executed by that Company in order to enter into the Executed Acceptance Contract;

'Subsequent Licence' as any: (a) PPL (that is not already authorised under this ILUA);

(b) Associated Activities Licence; (c) PRL [petroleum retention licence]; (d) Easement for pipeline purposes; (e) Preliminary Survey Licence; (f) Speculative Survey Licence; or (g) other authority able to be lawfully granted to a Company within the ILUA area pursuant to the Petroleum and Geothermal Energy Act,

applied for or granted to a Company where that Company is the holder of a PEL or PPL authorised by this Framework ILUA at the time of the Licence application, but excludes any authority authorising the geosequestration of carbon dioxide outside of normal petroleum operations.

### Objections to the registration of an ILUA where the application for registration has been certified:

This application for registration of an indigenous land use agreement (ILUA) has been certified by the South Australian Native Title Services (SANTS), the representative body for the area. Any person claiming to hold native title to any part of the area covered by the ILUA may object in writing within the notice period to the registration of this agreement if they think that the application to register the ILUA has not been properly certified.

If you wish to object to the registration of this agreement (and you hold or claim to hold native title in any part of the area covered by the agreement) you may only object for one reason: in your view, the application to register the ILUA has not been properly certified, as stated in section 203BE(5)(a) and (b) of the *Native Title Act 1993* (Cwth).

You must make this objection in writing and send it to the **Native Title Registrar, National Native Title Tribunal, GPO Box 9973, Adelaide, SA, 5001** by **1 March 2012**.

Generally, procedural fairness will require that the material you provide is given to certain other persons or organisations for comment. It may also be taken into account in the registration of other ILUAs and claimant applications and thus be provided to relevant persons or organisations for comment.

**Data statement:** agreement area boundary compiled by the National Native Title Tribunal. Details of the terms of the agreement are not available from the National Native Title Tribunal.

**For assistance and further information about this application, call Monica Khouri on freecall 1800 640 501 or visit [www.nntt.gov.au](http://www.nntt.gov.au).**