



Extract from Register of Indigenous Land Use Agreements

NNTT number	WI2001/001
Short name	Hamersley Iron Pty Ltd - Eastern Guruma
ILUA type	Area Agreement
Date registered	05/03/2004
State/territory	Western Australia
Local government region	Shire of Ashburton

Description of the area covered by the agreement

The Agreement area of about 6,774 square kms is located 40 km north of Paraburdoo in Western Australia.

Clause 3.2 of the Agreement provides:

This Agreement applies to the whole of the land and waters depicted as the Agreement Area on the map in Appendix 2, but excluding the following land and waters:

a) land and waters covered by valid acts done on or before 23 December 1996 comprising such of the following as are included as extinguishing acts within the Native Title Act or the Titles (Validation) and Native Title (Effect of Past Acts) Act 1995 (WA):

(i) Category A past acts; and

(ii) Category A intermediate period acts;

b) land and waters in relation to which native title rights and interests have been extinguished, including but not limited to areas subject to:

(i) an act authorised by legislation which demonstrates the exercise of permanent adverse dominion in relation to native title; or

(ii) actual use made by the holder of a tenure other than native title which is permanently inconsistent with the continued existence of native title;

(c) land and waters the subject of the following tenures:

(i) all unqualified grants of an estate in fee simple;

(ii) all freehold estates;

(iii) all residential leases;

(iv) all permanent public works;

(v) all existing public roads or streets used by the public, or dedicated roads;

(vi) leases which grant exclusive possession as stated and defined in the Native Title Act, together with other areas of exclusive possession recognised under the common law, and statute law of the Commonwealth of Australia and the State; and

(vii) scheduled interests expressly defined and identified under the Native Title Act, and only such scheduled interests as are stated in Schedule I to the Native Title Act applicable at the time the Eastern Guruma Claim was made to the Federal Court.

The map of the ILUA Area is attached to this register extract.

Parties to agreement

Applicant

Party name	Guruma Mali Wurtu Aboriginal Corporation
Contact address	Level 4, Irwin Chambers 16 Irwin Street Perth WA 6000

Other Parties

Party name Hamersley Iron Pty Limited
Contact address External & Community Affairs
Level 22, 152-158 St Georges Terrace
Perth WA 6000

Party name Peter Stevens, Nelson Hughes & Eva Connors
Contact address 7 Tournay Court
Karratha WA 6714

Party name Rio Tinto Exploration Pty Limited
Contact address PO Box 175
Belmont WA 6984

Party name The State of Western Australia
Contact address Department of Premier & Cabinet
Level 28, 197 St George's Terrace
Perth WA 6000

Period in which the agreement will operate

Start date 27/11/2002

End Date 01/01/2050

The ILUA will have effect from the date on which it is executed by Hamersley Iron Pty Limited, namely 27 November 2002, until 1 January 2050 or the date on which the Agreement between Hamersley Iron Pty Limited, the Eastern Guruma Representatives and the Guruma Mali Wurtu Aboriginal Corporation dated 23 March 2001 comes to an end, whichever is the earlier. (Clause 27)

Statements of the kind mentioned in ss. 24EB(1) or 24EBA(1) or (4)

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

Clause 4. Future Acts to which this Agreement applies:

4.1 This Agreement applies to New Future Acts and Existing Future Acts

4.2 "New Future Acts" are all Future Acts (other than Intermediate Period Acts) done in the Agreement Area, on or after 23 March 2001 by, at the request of or for the benefit of:

(a) Hamersley, or

(b) a member of the Hamersley Iron Ore Group, substantially for an Iron Ore Purpose including:

(c) the grant of any Interest under the Mining Act 1904;

(d) the grant of any Interest under the Mining Act 1978;

(e) the grant of any Interest under the Land Administration Act;

(f) the compulsory acquisition of any Native Title Rights and Interests;

(g) the grant or creation of any Interest by or under a Government Agreement; or

(h) the grant or creation of any Interest under the Rights in Water and Irrigation Act 1914 (WA).

4.3 "New Future Acts" are also Future Acts (other than Intermediate Period Acts) that consist of the granting to, and exercise of all rights by, RTE [Rio Tinto Exploration Pty Ltd] in the Agreement Area after 23 March 2001 pursuant to prospecting licences, exploration licences and retention licences pursuant to the Mining Act 1978 (and any rights or title conferring substantially similar rights to any of those acts not including the rights to extract minerals in commercial saleable quantities).

4.4 "Existing Future Act" are all Future Acts (other than Intermediate Period Acts) done by, at the request of or for the benefit of Hamersley, or a member of the Hamersley Iron Ore Group, in the Agreement Area before 23 March 2001 including any of the Existing Interests (to the extent any of them are future acts that are not Intermediate Period Acts).

4.5 Notwithstanding anything in this Agreement, a Future Act is not a New Future Act if it is, at any time, done in accordance with an agreement made under section 31 of the Native Title Act or under section 2.26, 3.22(1) or 4.21 of the Native Title (State Provisions) Act 1999 (WA) (if those sections are in force), to which the relevant Grantee is a party, executed prior to 23 March 2001.

Clause 5. Validity of New and existing Future Acts.

5.1 All New Future Acts will be valid insofar as they affect native title.

5.2 To the extent that any New Future Act or Existing Future Act granted to, held by or done for the benefit of Hamersley is invalid because of native title (if at all) each of those New Future Acts and Existing Future Acts is validated to that extent by this agreement.

5.3 Without limiting the operation of Clause 5.1 and 5.2, the Registered Claimants and Guruma Mali Wurtu agree in relation to all Future Acts to which this Agreement applies:

(a) to the doing of those Future Acts;

(b) to sign all documents and do all things that are reasonably required by the relevant Grantee to facilitate the valid doing of those Future Acts in accordance with all applicable Laws including Native Title Laws;

(c) to the lodgement of any documents with any competent person or body as may be required under any Native Title Law or other Law or as requested by the relevant Grantee from time to time in connection with the doing of those Future Acts;

(d) to immediately, when requested by the relevant Grantee from time to time, indicate their consent and agreement to any competent person or body authorising or making determinations or decisions in relation to the doing of those Future Acts and to execute all documents necessary to permit the doing of those Future Acts;

(e) not to oppose or make any objection nor encourage or procure any other person to oppose or make any objection to any competent person or body in relation to the doing of those Future Acts and, if any such objection or opposition is made contrary to this Agreement, immediately to withdraw it or procure its withdrawal;

(f) to the grant of all rights and necessary approvals (including by the enactment or promulgation of legislation or subsidiary legislation) to allow the relevant Grantee to develop the Agreement Area pursuant to those Future Acts; and

(g) to forgo any rights and not to bring any action based on actual or asserted Native Title Rights and Interests against Hamersley, any member of the Hamersley Iron Ore Group, RTE, or the State to prevent or hinder directly or indirectly the doing of those Future Acts or any activity or thing done to give effect to those Future Acts.

Clause 6. Right to Negotiate and Other Processes Not to Apply

Subdivision P of Division 3 of Part 2 of the Native Title Act does not and will not apply to New Future Acts. This means, without limitation, the New Future Acts can be done without complying with the "right to negotiate" procedures in Subdivision P of Division 3 of Part 2 of the Native Title Act, or any alternative State provisions in effect under section 43 or 43A of the Native Title Act, or any other procedures that may apply by virtue of section 26A of the Native Title Act.

Attachments to the entry

[WI2001_001_Appendix 2 - Map of Agreement Area.pdf](#)