



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	WI2007/001
<b>Short name</b>	Pilbara Iron - Eastern Guruma Body Corporate ILUA
<b>ILUA type</b>	Body Corporate
<b>Date registered</b>	23/06/2008
<b>State/territory</b>	Western Australia
<b>Local government region</b>	Shire of Ashburton

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## Description of the area covered by the agreement

The area to which native title exists according to the Eastern Guruma Determination for WAD6208/98 Eastern Guruma (WC99/26) made by Bennett J of the Federal Court on 1 March 2007 and titled "Muntulgura Guruma (Part A)".

## Parties to agreement

### *Applicant*

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<b>Party name</b>	Hamersley Iron Pty Ltd
<b>Contact address</b>	GPO Box A42 Perth WA 6837

### *Other Parties*

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<b>Party name</b>	Guruma Mali Wartu Aboriginal Corporation (IBN 3118)
<b>Contact address</b>	Corser & Corser Level 4, Irwin Chambers, 16 Irwin Street West Perth WA 6000

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<b>Party name</b>	Hamersley Iron Pty Limited
<b>Contact address</b>	C/- Pilbara Iron, GPO Box A42 Perth WA 6837

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<b>Party name</b>	Nelson Hughes, Eva Connors, Kenzie Smith, Tanya Stevens, Edna Hughes, Judith Hughes, Jocelyn Hicks, Dennis Hicks, Samantha Connors, Wayne Stevens, Gladys Walker, Sue Boyd (Eastern Guruma Representatives)
<b>Contact address</b>	Corser & Corser Level 4, Irwin Chambers, 16 Irwin Street West Perth WA 6000

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<b>Party name</b>	Robe River Mining Company Pty Ltd
<b>Contact address</b>	C/- Pilbara Iron GPO Box A42 Perth WA 6837

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**Party name** The State of Western Australia  
**Contact address** C/- Office of Native Title  
Level 2, Governor Stirling Tower,  
197 St George's  
Perth WA 6000

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**Party name** Wintawari Guruma Aboriginal Corporation  
**Contact address** C/- Corser & Corser,  
Level 4, Irwin Chambers,  
16 Irwin Street  
West Perth WA 6000

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**Period in which the agreement will operate**

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**Start date** 13/02/2008

**End Date** 01/01/2050

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Clause 10.1 of the Agreement states:

(a) Subject to clauses 10.1(b) and 10.1(c), this document commences on the Commencement Date and, unless otherwise agreed, continues until the earlier of:

- (i) 1 January 2050; and
- (ii) the termination or expiry of the Varied Commercial Agreement.

(b) Any termination of this document will not:

- (i) affect the validity of any Interest that is valid or validated by reason of the Registration of this document; or
- (ii) extinguish any rights or obligations of any Party that have accrued before the date of the termination.

(c) Clause 6 continues to have effect despite any termination or expiry of this document.

Clause 1.1 defines "Commencement Date" as "the date on which this document is executed by all the Signatories". The Commencement Date thus is 13 February 2008.

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

Clause 2 of the Agreement states:

2.2 Future Acts to which this document applies

This document:

(a) applies to all Agreed Acts; but

(b) except for clauses 3.1, 3.2 and 6, and subject to clauses 8.2, 8.4 and 8.5, does not apply to Future Acts done in the Agreement Area before the Body Corporate Registration Date, processes for which are contained in the Existing Area ILUA.

Clause 3 of the Agreement states:

3.1 Agreement to Pilbara Iron's Operations and Titles

Without limiting the operation of clause 3.2, the Native Title Parties agree with and consent to and support the operations of any Grantee within the Agreement Area and, in particular but without limiting the generality of the foregoing, consent to:

(a) all Agreed Acts;

(b) the conduct of all activities required, permitted or contemplated under an Interest resulting from an Agreed Act; and

(c) all acts of any Grantee that relate to the Agreement Area, whether they have occurred in the past or are to occur in the future.

Clause 4 of the Agreement states:

4.1 NTA Statements

(a) For the purposes of section 24EB(1)(b) of the NTA, the Parties consent to the doing of the acts and classes of acts that are Agreed Acts without conditions but in accordance with this Agreement.

(b) For the purposes of section 24EB(1)(c) of the NTA, Subdivision P of Division 3 of Part 2 of the NTA is not intended to apply to any Agreed Act.

(c) The Parties agree that the Non-extinguishment Principle applies to all of the Agreed Acts.

Clause 1.1 Definitions:

"Agreed Acts" means all Future Acts relating to the Agreement Area after the Body Corporate Registration Date (but whether applied for before or after the Body Corporate Registration Date) by, at the request of or for the direct or indirect benefit of a Grantee substantially for an Iron Ore Purpose, including the grant of any Interest.

"Interest" means any:

(i) legal or equitable interest in land or waters;

(ii) right to occupy, use or traverse land or waters;

(iii) easement, charge, power or licence over or in connection with land or waters;

- (iv) authorisation, permit or licence from any Government Agency, whether Granted before, on or after the Commencement Date and relating to all or any part of the Agreement Area and includes:
- (v) a mining tenement Granted under or in accordance with the Mining Act 1904 (WA) or the Mining Act 1978 (WA);
  - (vi) a lease or licence Granted under the Land Administration Act 1997 (WA);
  - (vii) an Interest Granted or created under the Rights in Water and Irrigation Act 1914 (WA);
  - (viii) a lease, licence or other Interest Granted in accordance with any agreement ratified by an Act of Parliament; or
  - (ix) an Approval;
  - (x) each Agreed Act; and
  - (xi) each Existing Interest as that term is defined in the Commercial Agreement.

**Attachments to the entry**

Nil Attachments