



Extract from Register of Indigenous Land Use Agreements

NNTT number	WI2009/002
Short name	Murchison Radio-astronomy Observatory Agreement
ILUA type	Area Agreement
Date registered	13/11/2009
State/territory	Western Australia
Local government region	Shire of Murchison

Description of the area covered by the agreement

This agreement covers all those lands and waters comprising Lot 502 as shown on Deposited Plan 55945.

Parties to agreement

Applicant

Party name	State of Western Australia
Contact address	Office of Native Title / Executive Director Level 2 Governor Stirling Tower 197 St Georges Terr Perth WA 6000

Other Parties

Party name	Commonwealth of Australia
Contact address	General Manager Science Policy and Programs Branch Science and Research Division Department of Innovation, Industry, Science and Research Level 6/10 Binara Street CANBERRA ACT 2600

Party name	Commonwealth Scientific and Industrial Research Organisation
Contact address	Executive Manager / Property Services CSIRO Corporate Centre PO Box 225 Campbell DICKSON ACT 2602

Party name	Ike Simpson, Robin Boddington, Ron Simpson, Charlie Snowball, David Jones, Colin Hamlett, Gavin Egan, Mack Mourambine, Timothy Simpson, Bill Pearce, Malcolm Ryan, Neville Mongoo, Gordon Fraser, Rochelle Baumgarten, William Baumgarten and Pam Mongoo
Contact address	YMAC Chief Executive Officer Level 5 Septimus Roe Building 256 Adelaide Terrace PERTH WA 6000

Party name	The Western Australian Minister for Lands
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Contact address Department for Planning and Infrastructure
Manager / State Land Services - Mid West
PO Box 1575
MIDLAND WA 6936

Party name Yamatji Marlpa Aboriginal Corporation
Contact address Chief Executive Officer
Level 5 Septimus Roe Building
256 Adelaide Terrace
PERTH WA 6000

Period in which the agreement will operate

Start date not specified
End Date not specified

2.2 Term of the agreement

Subject to earlier termination pursuant to this agreement or by operation of law, this agreement continues for the term of the Crown Lease Grant and until the parties to the Crown Lease have satisfied any and all rights and obligations which may arise pursuant to the Crown Lease at the end of the Crown Lease Grant.

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

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

4.1 Consents to Future Acts

The parties state as follows:

(a) the parties consent to the Crown Lease Grant, with the intent that such statement of consent satisfies the requirement of section 24EB(1)(b) of the NTA;

(b) the parties confirm the validity of the Investigation Licence, in the event that such grant was a future act that was done invalidly, with the intent that such statement satisfies the requirement of section 24EBA(1)(a) of the NTA;

(c) for the avoidance of doubt and to the extent, if at all, that the following acts are not considered to be consented to in clause 4.1(a), the parties consent to the doing of all things ancillary to the Project, with the intent that such statement of consent satisfies the requirement of section 24EB(1)(b) of the NTA; and

(d) for the avoidance of doubt and to the extent, if at all, that the following acts are not considered to be consented to in clause 4.1(a), the parties consent to all acts, matters and things reasonably necessary for:

(i) the Crown Lease Grant to CSIRO by the Minister for Lands; and

(ii) CSIRO acquiring the Crown Lease Grant in accordance with the Lands Acquisition Act 1989 (Cth), with the intent that such statement of consent satisfies the requirement of section 24EB(1)(b) of the NTA.

4.5 No Right to Negotiate

(a) The Right to Negotiate Procedure does not apply to any of the acts referred to in this clause 4, with the intent that such statement satisfies the requirement of section 24EB(1)(c) of the NTA;

(b) For the avoidance of doubt, no other procedural requirements in Part 2 Division 3 of the NTA apply to the future acts described in this clause 4.

[Clause 1 of the agreement contains the following definitions]

'Crown Lease Grant' means the grant of the Crown Lease and any extension, re-grant or renewal of the Crown Lease.

'Crown Lease' means the proposed lease of Crown land under the LA Act [the Land Administration Act 1997 (WA)], by the Minister for Lands to CSIRO, over the MRO, for the purpose of developing, operating or undertaking the Project. The terms and conditions of the Crown Lease will be in the form, or substantially in the form, of the draft lease terms and conditions contained in Schedule 2 [of the agreement].

'MRO' means the Murchison Radio-astronomy Observatory site, on which the Project will be developed, operated or undertaken. The MRO will be the whole of the land the subject of the Crown Lease and is the geographical area to which this agreement applies. The MRO is described in schedule 1 [of the agreement].

'Investigation Licence' means the licence granted by the Minister for Lands to CSIRO on 8 October 2007, under section 91 of the LA Act [the Land Administration Act 1997 (WA)], to allow CSIRO to conduct investigatory work prior to development of the ASKAP [the Australian Square Kilometre Array Pathfinder Telescope proposed to be developed and operated by CSIRO on the MRO and a site in NSW].

'NTA' means the Native Title Act 1993 (Cth).

'Right to Negotiate Procedure' means the procedure under Subdivision P of Division 3 of Part 2 of the NTA.

Attachments to the entry

Nil Attachments