



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	WI2011/005
<b>Short name</b>	RTIO Ngarluma Indigenous Land Use Agreement (Body Corporate Agreement)
<b>ILUA type</b>	Body Corporate
<b>Date registered</b>	29/07/2011
<b>State/territory</b>	Western Australia
<b>Local government region</b>	Shire of Ashburton, City of Karratha, Town of Port Hedland

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## Description of the area covered by the agreement

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

'ILUA Area' means the area described as the Ngarluma Native Title Area in the Ngarluma Determination, excluding those parts of the area that also form part of the Yindjibarndi Native Title Area, a map of which is in Schedule 2 [of the agreement, a copy of which is included as an attachment to the Register].

'Ngarluma Determination' means the Approved Determination of Native Title made by the Full Federal Court on 27 August 2007 [Ngarluma/Yindjibarndi (WAD6017/96; WC99/14)].

[The terms 'Ngarluma Native Title Area' and 'Yindjibarndi Native Title Area' are defined in the First Schedule of the Ngarluma Determination]

[The following general description of the ILUA Area has also been provided by the National Native Title Tribunal to assist people to understand the location of the agreement area. It does not replace, and is less precise than, the description of the ILUA Area contained in the agreement. It is provided for information only and should not be considered part of the Register of ILUAs:

The ILUA Area covers about 7,070 square kilometres in the vicinity of Karratha. The ILUA Area falls within the Local Government Authorities of the Shire of Ashburton, Shire of Roebourne and the Town of Port Hedland.]

## Parties to agreement

### *Applicant*

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<b>Party name</b>	Hamersley Iron Pty Ltd
<b>Contact address</b>	c/- Blake Dawson Level 32, Exchange Plaza 2 The Esplanade Perth WA 6000

### *Other Parties*

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<b>Party name</b>	Mt Welcome Pastoral Co. Pty Ltd
<b>Contact address</b>	c/- Ngarluma Aboriginal Corporation PO Box 263 Roebourne WA 6718

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<b>Party name</b>	Ngarluma Aboriginal Corporation as trustee of the Ngarluma People's Native Title and as agent for and on behalf of the Ngarluma People
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**Contact address** PO Box 263  
Roebourne WA 6718

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**Party name** Robe River Mining Co Pty Ltd on its own behalf and as venturer and manager for and on behalf of the Robe River Iron Associates

**Contact address** c/-Pilbara Iron  
GPO Box A42  
Perth WA 6837

**Period in which the agreement will operate**

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**Start date** 18/03/2011

**End Date** not specified

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Clause 3.1 This document commences on the Commencement Date [being 18 March 2011].

Clause 3.2 Subject to clause 3.2(b), this document will come to an end and the parties will be released from further compliance with its terms when:

- (i) it is terminated, including in accordance with clause 38;
- (ii) RTIO no longer has an Interest in the Agreement Area; or
- (iii) the parties agree in writing to terminate this document.

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

Clause 1.1 Definitions

'Agreed Act Certificate' means a certificate under clause 19.13, the form of which is in Schedule 13 [full details of clause 19.13 are included as an attachment to the Register].

'Agreed Acts' means those things done or to be done by or for an RTIO Entity that are agreed to, consented to or supported under clause 19.1 of this document.

'Agreed Purpose' is defined in clause 19.5 [full details of clause 19.5 and related relevant definitions in clauses 19.6 to 19.8 are included as an attachment to the Register].

'Existing Approval' and 'Existing Interest' are defined in clause 19.4 [full details of which are included as an attachment to the Register].

'Existing Operations' means all things comprising those parts of RTIO's Iron Ore Business that are within the Agreement Area as at the Commencement Date, the main elements of which are mapped in Schedule 18 [of the agreement].

Clause 10.3 For the purposes of section 24EB(1) of the Native Title Act, and subject to this document, the parties consent to the doing of every Agreed Act that is a Future Act in the ILUA Area.

Clause 10.4 Sub-division P of Division 3, Part 2 of the Native Title Act does not apply and is not intended to apply to any Agreed Act in the ILUA Area.

Clause 19.1(a) Each of the things agreed to in this clause 19.1 is an Agreed Act.

Clause 19.1(b) Subject to clause 19.1(d) the Ngarluma People, the NAC [Ngarluma Aboriginal Corporation] and the Mt Welcome Pastoral Company agree with, consent to and support and continue to agree with, consent to and support the Existing Operations including all Existing Interests and Existing Approvals.

Clause 19.1(c) Subject to clauses 19.1(d) and 19.1(e), the Ngarluma People, NAC and the Mt Welcome Pastoral Company agree with, consent to and support and continue to agree with, consent to and support:

- (i) the doing of every Future Act;
- (ii) the Grant or Modification of every:
  - (A) Approval; and
  - (B) Interest;
- (iii) the Modification of every:
  - (A) Existing Interest; and
  - (B) Existing Approval;

that is for an Agreed Purpose, and the giving effect to each of those things.

Clause 19.1(d) The Grant to RTIO or acquisition by RTIO from a third party of a mining lease, exploration licence, special prospecting licence or prospecting licence or any other exploration title is not an Agreed Act, unless it is the Grant of an Interest or Approval for an Agreed Purpose, such as exploring for or abstracting water, or constructing or maintaining a borrow pit or quarry required for RTIO's Iron Ore Business.

Clause 19.1(e) Clause 19.1(a) does not apply to land in respect of which, at the Commencement Date and thereafter, NAC, the Ngarluma People, any Ngarluma Related Entities or the Mt Welcome Pastoral Company is the registered proprietor of a freehold estate.

Clause 19.2 Without limiting clause 19.1, the Ngarluma People, NAC and the Mt Weclome Pastoral Company agree

with, consent to and support and continue to agree with, consent to and support the reliance on and the conduct by RTIO and RTIO Entities of all activities required, permitted or contemplated by each Agreed Act, including as Modified.

**Attachments to the entry**

[Schedule 2 of the Agreement - Map of ILUA area.pdf](#)

[ILUA Clauses 19.4-19.8,19.13 - updated version.pdf](#)