



# Extract from Register of Indigenous Land Use Agreements

---

<b>NNTT number</b>	WI2011/007
<b>Short name</b>	Wingellina Project Agreement
<b>ILUA type</b>	Body Corporate
<b>Date registered</b>	21/10/2011
<b>State/territory</b>	Western Australia
<b>Local government region</b>	Shire of Laverton, Shire of Ngaanyatjarraku

---

## Description of the area covered by the agreement

### Clause 1.1 Definitions

"Agreement Area" means the land and waters within Agreement Area A and Agreement Area B.

"Agreement Area A" means the area of land within the Ngaanyatjarra Lands Determination and the 99 Year Lease Area, which is described in Schedule 6 and shown as such in the map in Annexure 6.1 to this Agreement.

"Agreement Area B" means the area of land within the Ngaanyatjarra Lands Determination and 99 Year Lease Area, which is shown as such in the map in Annexure 6.1 to this Agreement.

The written description at Schedule 6 and the map at Annexure 6.1 are attachments to this register.

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 area subject to this agreement covers approximately 19,350 square kilometres and is located about 600 kilometres north east of Laverton, abutting the South Australian and Northern Territory.

## Parties to agreement

### *Applicant*

---

<b>Party name</b>	Hinckley Range Pty Ltd
<b>Contact address</b>	Level 3, 123 Adelaide Tce East Perth WA 6004

### *Other Parties*

---

<b>Party name</b>	Ngaanyatjarra Council (Aboriginal Corporation)
<b>Contact address</b>	Shop 5, 58 Head Street Alice Springs NT 0870

---

<b>Party name</b>	Ngaanyatjarra Land Council (Aboriginal Coporation)
<b>Contact address</b>	Shop 5, 58 Head Street Alice Springs NT 0870

---

<b>Party name</b>	Yarnangu Ngaanyatjarraku Parna Aboriginal Corporation
<b>Contact address</b>	Shop 5, 58 Head Street Alice Springs NT 0870

## Period in which the agreement will operate

---

Start date	16/07/2010
End Date	not specified

---

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

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

"Approval" means any approval, authorisation, permit, licence, certificate, consent, direction or notice (including any renewal, replacement or extension) from any government or other competent authority (whether Commonwealth, State or local) (including the Environmental Approvals and any approved mining proposal under the Mining Act 1978 (WA)) for the purpose of or in connection with the development (including planning, design and construction), operation and maintenance of, or to facilitate or carry out:

- (a) any Mining Operations by a Grantee within Agreement Area A; or
- (b) Infrastructure Purposes within Agreement Area B, which are directly related to Mining Operations by a Grantee within Agreement Area A.

"Future Act Agreement" means in relation to a future act which is subject to the procedure provided for under part 2 division 3 subdivision P of the Native Title Act, an agreement for the purpose of sections 28(1)(f), 31(1)(b) and 41A of the Native Title Act amongst the government party, the native title party and the grantee party in such form as the State and Company reasonably require. A representative example of a Future Act Agreement in relation to the grant of a mining tenement is contained in Schedule 3 [of the agreement].

"Future Project Title" means that part of any application, proposal or request made from time to time after the execution of this Agreement by a Grantee:

- (a) for the grant of an Interest; or
- (b) for the grant of a renewal, replacement, amalgamation or conversion, or an extension of the term, of all or part of an Interest, that is within the Agreement Area.

"Grantee" means any one or more of the following, alone or jointly or severally:

- (a) the Company;
- (b) a Related Body Corporate of the Company or any other person if:
  - (i) the Company has an interest or a right to acquire an interest in an application, proposal or request for an Interest, or in the Interest to be granted under the application, proposal or request, by the Related Body Corporate or other person; and
  - (ii) the Company gives a notice to the Beneficiaries that the Company elects to have the application, proposal or request treated as a Future Project Title for the purpose of this Agreement.

"Infrastructure Purposes" means any purpose for which a miscellaneous licence may be granted under the Mining Act.

"Mining Operations" has the same meaning as in the Mining Act 1978 (WA) and also includes mineral exploration, mining, quarrying, crushing, processing, treatment, stockpiling, storage, disposal or storage of waste and tailings, transportation and the construction and operation of any crushing, processing or treatment facility or an infrastructure facility and any other activity associated with mining, producing or treating minerals or other substances for sale or commercial use.

"Project" means the mining of nickel and cobalt containing ore from the Wingellina nickel laterite deposit and processing of that ore within the Agreement Area to produce concentrate for sale or transport to refineries.

## Clause 4 Grant of tenements and approvals

### 4.1 Agreed Matters

(a) References in the Agreement to "Agreed Matters" means, subject to clauses 4.1(b), 4.4, 4.6 and 4.8;

- (i) the grant to a Grantee of any Project Titles or Future Project Titles to the extent it is within the Agreement Area;
- (ii) the grant to a Grantee of any Approval required by the Grantee in connection with any of its Mining operations within Agreement Area A, other than an Approval that is applicable to an Exclusion Zone [as identified in the agreement];
- (iii) the Grantees exercising their rights and discharging their obligations under any Project Titles, Future Project Titles and/or Approvals; and
- (iv) the conduct of the Mining Operations by a Grantee within Agreement Area A; and
- (v) the conduct of Infrastructure Purposes by a Grantee within Agreement Area B which is directly related to Mining Operations by a Grantee within Agreement Area A for the purposes of the Project.

#### 4.2 Consents in respect of native title

(a) YNPAC [Yarnangu Ngaanyatjarraku Parna Aboriginal Corporation] agrees to, and agrees to do all things reasonably required by the Company from time to time to facilitate, and will not oppose, the Agreed Matters including:

- (i) executing or authorising the execution of deeds and other documents (including Future Act Agreements) and giving consents and approvals; and
- (ii) lodging deeds, agreements and other documents (including any Future Act Agreements) with the arbitral body or any other court, tribunal, commission, Minister, government agency, arbitrator, warden, independent person under section 24MD(6B) of the Native Title Act, statutory officer or authorised person or body; and
- (iii) consenting or agreeing to any court, tribunal, commission, Minister, arbitrator, warden, government agency, statutory officer or authority, including the arbitral body or independent person under section 24MD(6B) of the Native Title Act, authorising or making determinations or decisions (on conditions (if any) requested by the Company) granting or approving any of the Agreed Matters.

#### 4.3 Consents in respect of the 99 Year Lease Area

(b) NLC [Ngaanyatjarra Land Council] agrees to, and agrees to do all things reasonably required by the Company from time to time to facilitate, and will not oppose, the Agreed Matters in that part of the 99 Year Lease Area that is within the Agreement Area.

#### 4.6 Non-extinguishment of native title and other Ngaanyatjarra interests

(c) The Parties acknowledge and agree that the non-extinguishment principle applies to the grant of a Project Title, Future Project Title or Approval, and to the conduct of Mining Operations by Grantees, in the Agreement Area.

#### **Attachments to the entry**

[2011\\_10\\_17\\_WI2011\\_007\\_Schedule\\_6\\_-\\_Written\\_description\\_of\\_Agreement\\_Area.pdf](#)

[2011\\_10\\_17\\_WI2011\\_007\\_Annexure\\_6.1\\_-\\_Map\\_of\\_the\\_Agreement\\_Area.pdf](#)