



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	WI2012/005
<b>Short name</b>	Nyiyaparli People and BHP Billiton Comprehensive Agreement-Initial ILUA
<b>ILUA type</b>	Area Agreement
<b>Date registered</b>	13/03/2013
<b>State/territory</b>	Western Australia
<b>Local government region</b>	Shire of Ashburton, Shire of East Pilbara, Shire of Meekatharra, Shire of Wiluna

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## Description of the area covered by the agreement

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

12.3 This document applies to the Initial ILUA Area.

### 1. Definitions

"Initial ILUA Area" means the area identified in Schedule 1:

Schedule 1 Initial ILUA Area:

The Initial ILUA Area:

(a) means the land and waters within the external boundaries of the Nyiyaparli Claim (WAD6280/98) as at the Commencement Date (being the external boundary of the area described as the "Initial ILUA Area" on the map on the following page of this document); but

(b) excludes:

(i) that part of the Nyiyaparli Claim that overlaps the land and waters within the external boundaries of the Wunna Nyiyaparli claimant application lodged in the Federal Court and allocated number WAD22/12 (NNTT number WC12/1) and accepted for registration on 30 March 2012 (being the external boundaries of the area described as the "Wunna Nyiyaparli Claimant Application" on the map on the following page of this document); and

(ii) any land and waters within the external boundaries of the Nyiyaparli Claim that are not the subject of the Nyiyaparli Claim.

[Schedule 1 is an attachment to this Register Extract.]

## Parties to agreement

*Applicant*

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<b>Party name</b>	BHP Billiton Iron Ore Pty Limited for and on behalf of: (a) BHP Billiton Minerals Pty Ltd as agent; (b) BHP Iron Ore (Jimblebar) Pty Ltd as agent; (c) BHP Coal Pty Ltd as agent; (d) BHP Billiton Direct Reduced Iron Pty Ltd as agent; (e) the participants in the Mount Goldsworthy Mining Associates Joint Venture as at the Commencement Date as manager and agent; (f) the participants in the Mt Newman Mining Associates Joint Venture as at the Commencement Date as manager and agent; (g) the participants in the Wheelarra Joint Venture as at the Commencement Date as manager and agent; and (h) the participants in the Yandi Joint Venture as at the Commencement Date as manager and agent.
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**Contact address** c/- Ashurst Australia  
Level 32, Exchange Plaza  
2 The Esplanade  
Perth Western Australia 6000

*Other Parties*

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**Party name** David Stock, Gordon Yuline, Victor Parker, Raymond Drage and Billy Cadigan on their own behalf as registered native title claimants and on behalf of the Nyiyaparli People

**Contact address** c/- Yamatji Marlpa Aboriginal Corporation  
Level 2  
16 St George's Terrace  
Perth Western Australia 6000

**Period in which the agreement will operate**

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**Start date** 26/06/2012

**End Date** not specified

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3.1 Commencement

- (a) Subject to clause 3.1(b), this document commences on the Commencement Date.
- (b) Clauses 12.4, 12.6, 12.7 and Part 4 of this document have no force and effect unless and until the details of this document are entered on the Register.

3.2 Termination

This document terminates on the earlier of:

- (a) the termination of the Comprehensive Agreement in accordance with its provisions;
- (b) the agreement in writing of BHP Billiton and the Nyiyaparli Agents;
- (c) if the document is Registered, and subsequently removed, the removal of this document from the Register.

1. Definitions

"Commencement Date" means the later of:

- (a) the date on which this deed is executed by all the parties, which in the absence of manifest error shall be taken to be the date inserted above the parties' names on page 5 of this document; and
- (b) the commencement of the Comprehensive Agreement.

"Comprehensive Agreement" means the deed described as the Comprehensive Agreement between the Nyiyaparlie People and BHP Billiton.

**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]

12.4 Consent to future acts

For the purposes of section 24EB(1) of the Native Title Act, the parties consent to all acts covered by this document to the extent they involve future acts without conditions but in accordance with this document.

12.6 Right to negotiate does not apply

The process set out in Subdivision P of Division 3 of Part 2 of the Native Title Act, known as the "right to negotiate" process, is not intended to apply to any act covered by this document.

[The future acts covered by the agreement relate only to "BHP Billiton's Iron Ore Business"]

13.1 Definition of BHP Billiton's Iron Ore Business

"BHP Billiton's Iron Ore Business" means each and all elements of iron ore exploration, mining, transport, processing and treatment (including milling, concentration, refining and smelting) in the Pilbara region of Western Australia and all acts or things incidental to any of that, such as: (a) quarrying; (b) operations, facilities, works and infrastructure for: (i) towns; (ii) ports; (iii) accommodation; (iv) energy supply; (v) water supply; (vi) communications; (vii) roads, tracks, airports, railways, conveyors and other transport infrastructure; and (viii) other supporting infrastructure; (c) the planning, design, maintenance, operation, decommissioning and rehabilitation of all of the above things; and (d) all developments of and changes and expansions to any of the above things, by, on behalf of or for the benefit of a BHP Billiton Entity.

[The agreement covers the following Interests and Approvals as set out in clause 13.2]:

- (i) Interests permitting mining or exploration that are: (A) for the dominant purpose of BHP Billiton's Iron Ore Business; and (B) held as at the commencement of the Comprehensive Agreement or applied for or Granted after that date by or to a BHP Billiton Entity or by or to a non-BHP Billiton Entity for the benefit of a BHP Billiton Entity; (ii) Interests permitting mining or exploration provided for by clause 16.2; (iii) Approvals in connection with BHP

Billiton's Iron Ore Business over or in connection with the Interests covered by clause 13.2(a)(i) or clause 13.2(a)(ii); (iv) Interests and Approvals for operations, facilities, works and infrastructure and other things and activities, other than mining or exploration, that are for or in connection with BHP Billiton's Iron Ore Business including as at the commencement of the Comprehensive Agreement.

#### 14.2 BHP Billiton's Iron Ore Business inside the Initial ILUA Area

(a) The Nyiyaparli Applicants consent to and agree to do all lawful things within their power to assist: (i) the Grant of each Interest and Approval covered by this document; and (ii) the conduct of each and every element of BHP Billiton's Iron Ore Business authorised, contemplated or permitted by such Interests and Approvals, within the Initial ILUA Area from time to time.

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

[2012\\_09\\_05 Schedule 1- Initial ILUA Area.pdf](#)