



Extract from Register of Indigenous Land Use Agreements

NNTT number	WI2012/006
Short name	RTIO Kuruma Marthudunera People ILUA
ILUA type	Area Agreement
Date registered	11/02/2013
State/territory	Western Australia
Local government region	Shire of Ashburton, City of Karratha

Description of the area covered by the agreement

Clause 1.1 of the agreement defines the agreement area as the area described in Schedule 1, a map of which is in Schedule 2.

[Schedule 1 contains a technical description of the agreement area. A copy of Schedule 1 and 2 are attached to this register extract.

The following general description of the agreement area has been provided by the National Native Title Tribunal to assist people to understand the location of the agreement area. It is provided for information only and should not be considered part of the Register of ILUAs:

About 11,920 sq km, extending 100 km southeast and 75 km northwest of Pannawonica.]

Parties to agreement

Applicant

Party name	Hamersley Iron Pty Ltd
Contact address	c/- Ashurst Australia Level 32, Exchange Plaza 2 The Esplanade Perth WA 6000

Other Parties

Party name	Kuruma Mathudunera Aboriginal Corporation ICN 7612 as the Local Aboriginal Corporation for the Kuruma Marthudunera People
Contact address	c/- Yamatji Marlpa Aboriginal Corporation Level 2 16 St Georges Terrace Perth WA 6000

Party name	Mark Lockyer, Neil Finlay, Jack Alexander and Gloria Lockyer on their own behalf as Registered Native Title Claimant and on behalf of the Kuruma Marthudunera People
Contact address	c/- Yamatji Marlpa Aboriginal Corporation Level 2 16 St Georges Terrace Perth WA 6000

Party name	Robe River Limited
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Contact address c/- Ashurst Australia
Level 32, Exchange Plaza
2 The Esplanade
Perth WA 6000

Party name Robe River Mining Co Pty Ltd on its own behalf as a Venturer and as Manager for and on behalf of: (a) Robe River Mining Co Pty Ltd; (b) Mitsui Iron Ore Development Pty Ltd; (c) Cape Lambert Iron Associates, a business carried on under that name by Nippon Steel Australia Pty Ltd, Sumitomo Metal Australia Pty Ltd, and Mitsui Iron Ore Development Pty Ltd; Pannawonica Iron Associates, a business carried on under that name by Nippon Steel Australia Pty Ltd and Sumitomo Metal Australia Pty Ltd; and North Mining Ltd, in their capacity as participants in the Robe River Iron Associates Joint Venture.

Contact address c/- Ashurst Australia
Level 32, Exchange Plaza
2 The Esplanade
Perth WA 6000

Period in which the agreement will operate

Start date 21/08/2012
End Date not specified

13.1 This document commences on the Commencement Date and, subject to clauses 13.2 and 18.3(c), terminates on the termination of the Participation Agreement in accordance with its provisions.

13.2 The rights and obligations of the parties under clauses 8 and 12 which have accrued at the date of termination of this document pursuant to clause 13.1 will continue beyond such date of termination until the particular obligation is fulfilled and the provisions of this document dealing with procedural matters, including clause 18, will continue to apply until the fulfilment of such obligations.

18.3(c) The confidentiality provisions in this document survive the termination of this document.

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

8.1(a) The Native Title Applicants agree with, consent to and support and continue to agree with, consent to and support the Existing Operations including all RTIO [Rio Tinto Iron Ore] Existing Titles.

(b) Subject to clause 11.11 of the Participation Agreement, the Native Title Applicants 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, and
- (iii) the Modification of every RTIO Existing Title,
that is for an Agreed Purpose.

8.2 Without limiting clause 8.1, the Native Title Applicants agree with, consent to and support and continue to agree with, consent to and support the reliance on and the conduct by RTIO Entities of all activities required, permitted or contemplated by each Agreed Act, including as Modified.

8.4 'RTIO Existing Title' means:

(a) each Approval and each Interest which relates in whole or in part to the ILUA Area, Granted or purported to have been Granted as at the Commencement Date and held by:

- (i) an RTIO Entity; or
- (ii) a third party that is for the purpose of, or upon which an RTIO Entity materially relies for or in relation to, RTIO's Pilbara Iron Ore Business; and

(b) any Approval or Interest created in substitution of and for substantially the same purpose as an Approval or Interest in clause 8.4(a), including as Modified.

8.5(a) An 'Agreed Purpose' means any of the following from time to time:

- (i) the Existing Operations;
- (ii) any Modification of any of the things comprising those operations provided they remain part of RTIO's Pilbara Iron Ore Business; and
- (iii) the planning, development, operation and expansion, further expansion and decommissioning of any aspect of RTIO's Pilbara Iron Ore Business from time to time, including new iron ore mines, borrow and ballast pits and necessary supporting infrastructure.

(b) Without limiting clause 8.5(a), the development, operation or expansion of each of the following is deemed to be an 'Agreed Purpose' if a Substantial Reason for its development, operation or expansion is for RTIO's Pilbara Iron Ore Business:

- (i) new power, water, rail and road infrastructure and associated infrastructure and works within the ILUA Area such as: (A) power generation facilities to produce electricity; (B) substations, power lines and switching yards; (C) communication facilities and infrastructure; (D) gas and water pipelines, pumping stations and borefields; (E) land fill

sites; (F) water storage dams and tanks; (G) borrow pits and quarries; (H) access and haulage roads and tracks; (I) airports and related infrastructure; (J) rail infrastructure and works including multi-tracking of railways, sidings, marshalling yards and loops, maintenance and storage facilities, deviation of railways, rail corridors and movement of rail infrastructure, and associated buildings and works; (K) buffer zones, car parks and landscaped areas; (L) administrative offices and other buildings; and (M) associated buildings and works;

(ii) iron ore processing infrastructure and works including: (A) stockpiles; (B) crushing and screening plants; (C) conveyors; (D) facilities for the blending of iron ore; and (E) associated buildings and works;

(iii) construction camps; and

(iv) town infrastructure and accommodation infrastructure within the ILUA Area, including: (A) dwellings; (B) commercial facilities; (C) open space and recreational facilities; (D) dining facilities; (E) communal facilities; (F) roads; (G) car parks; (H) landfill sites; (I) water treatment facilities; and (J) associated buildings and works.

(c) In this clause 8.5, 'Substantial Reason' means, subject to clause 8.5(d), on the balance of probabilities, it would have been unlikely to be developed, constructed or operated were it not required for RTIO's Pilbara Iron Ore Business, even though it may be used for other purposes.

(d) Where the Agreed Purpose is for town infrastructure comprising dwellings or commercial facilities within a town:

(i) if: (A) the dwellings or commercial facilities are being established in accordance with a Government Agreement or a requirement or right created in accordance with a Government Agreement that requires that no more than 20% of the total occupied, or to be occupied, dwellings or commercial facilities to be offered for sale or lease to the general public; and (B) each of the dwellings or commercial facilities that are not required to be offered for sale or lease to the general public would have been unlikely to be developed or constructed were it not required for RTIO's Pilbara Iron Ore Business, then each of the dwellings or commercial facilities will be an Agreed Purpose;

(ii) where clause 8.5(d)(i) does not apply, it will only be an Agreed Purpose if and insofar as each of the dwellings or commercial facilities would have been unlikely to be developed or constructed were it not required for RTIO's Pilbara Iron Ore Business.

9.2 Agreed Act Certificate

(a) If RTIO honestly and reasonably considers that a proposed act is an Agreed Act, RTIO may, but is not obliged to, give the Native Title Applicants an Agreed Act Certificate in relation to the proposed act.

(b) If RTIO gives an Agreed Act Certificate to the Native Title Applicants, RTIO must:

(i) give to the Native Title Applicants a copy of any notice under clause 9.1 which relates to the proposed Agreed Act; and

(ii) serve a copy of the Agreed Act Certificate on each of the representatives on the Local Implementation Committee appointed by the K&M People in accordance with the Participation Agreement.

(c) If the Native Title Applicants do not within ten Business Days of receiving an Agreed Act Certificate respond, either by notifying RTIO that it wishes to be consulted about the proposed Agreed Act, or by agreeing that the proposed Agreed Act described in the Agreed Act Certificate is an Agreed Act, or by giving a Dispute Notice to RTIO, RTIO must within a further two Business Days give a further copy of the Agreed Act Certificate to:

(i) the Native Title Applicants;

(ii) each of the representatives on the Local Implementation Committee; and

(iii) if there are no Native Title Applicants, the Representative Bodies for the area of the proposed Agreed Act at either their street address or postal address listed on the NNNT's website.

(d) Unless the Native Title Applicants serve a Dispute Notice on RTIO on or before the date specified in the Agreed Act Certificate, being a date not earlier than 30 Business Days after their receipt of the Agreed Act Certificate, all proposed Agreed Acts identified in the Agreed Act Certificate are deemed for all purposes and agreed by the parties to be Agreed Acts.

(e) Nothing in this document requires RTIO to issue an Agreed Act Certificate in relation to a proposed Agreed Act and the absence of an Agreed Act Certificate does not prevent an act from being an Agreed Act.

(f) RTIO may:

(i) if given a Dispute Notice about an Agreed Act Certificate within the time referred to in clause 9.2(d), within ten Business Days after receiving the Dispute Notice; or

(ii) if not given a Dispute Notice about an Agreed Act Certificate or given a Dispute Notice after the time referred to in clause 9.2(d), at any time, withdraw the Agreed Act Certificate, in which case clause 9.2(d) does not apply.

(g) In relation to a proposed Agreed Act, RTIO may provide to the State and any Government Agency:

(i) a copy of a relevant Agreed Act Certificate which has been served on the Native Title Applicants;

(ii) evidence of the date when the relevant Agreed Act Certificate was given to the Native Title Applicants;

(iii) a copy of this document;

(iv) confirmation that the Agreed Act Certificate has not been withdrawn; and

(v) if applicable, a statement that the Native Title Applicants did not serve a Dispute Notice within the time referred to in clause 9.2(d),

as additional evidence of the consent of the Native Title Applicants to the proposed Agreed Act.

11.4 For the purposes of section 24EB(1) of the Native Title Act, the parties consent to all Agreed Acts to the extent they involve Future Acts without conditions but in accordance with this document.

11.6 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 Agreed Act.

Definitions:

'Agreed Act' refers to a thing or things agreed to, consented to or supported under clause 8.1 and clause 8.2.

'Existing Operations' refers to those parts of RTIO's Pilbara Iron Ore Business that are within the ILUA Area as at the Commencement Date.

'Agreed Act Certificate' is defined in the Participation Agreement.

Attachments to the entry

[2012_09_18 Schedule 1 Technical Description WI2012-006.pdf](#)

[2012_09_18 Schedule 2 Map WI2012-006.pdf](#)