



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	WI2012/010
<b>Short name</b>	RTIO and Ngarlawangga People ILUA
<b>ILUA type</b>	Area Agreement
<b>Date registered</b>	06/03/2013
<b>State/territory</b>	Western Australia
<b>Local government region</b>	Shire of East Pilbara, Shire of Meekatharra

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## Description of the area covered by the agreement

Clause 1.1: "ILUA Area" means the area described in Schedule 1, a map of which is in Schedule 2.

[The area described at Schedule 1 and the map included at Schedule 2 of the agreement are attached to the Register at Attachment A and Attachment B respectively.]

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.

The agreement area covers approximately 1420 square kilometres and is located approximately 70 kilometres west of Newman.]

## Parties to agreement

### *Applicant*

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<b>Party name</b>	Hamersley Iron Pty Limited ACN 004 558 276
<b>Contact address</b>	c/- Ashurst Australia Level 32, Exchange Plaza 2 The Esplanade Perth WA 6000

### *Other Parties*

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<b>Party name</b>	Hamersley HMS Pty Ltd ACN 115 004 129 as manager for and on behalf of : (a) Hope Downs Iron Ore Pty Ltd ACN 071 514 308; and (b) Hamersley WA Pty Ltd ACN 115 004 138, in their capacity as participants in the Hope Downs Joint Venture.
<b>Contact address</b>	c/- Ashurst Australia Level 32, Exchange Plaza 2 The Esplanade Perth WA 6000

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**Party name** Hamersley Resources Ltd ACN 004 887 656 on its own behalf as a venturer and as manager for and on behalf of:  
(a) Hamersley Resources Ltd ACN 004 887 656;  
(b) Hancock Prospecting Pty Ltd ACN 008 676 417; and  
(c) Wright Prospecting Pty Ltd ACN 008 677 021  
in their capacity as participants in the Rhodes Ridge Joint Venture.

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

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**Party name** Robe River Mining Co Pty Ltd ACN 008 694 246 on its own behalf as a venturer and as manager for and on behalf of:  
(a) Robe River Mining Co Pty Ltd ACN 008 694 246;  
(b) Mitsui Iron Ore Development Pty Ltd ACN 008 734 361;  
(c) Cape Lambert Iron Associates, a business carried on under that name by Nippon Steel Australia Pty Limited ACN 001 445 049, Sumitomo Metal Australia Pty Ltd ACN 001 444 604 and Mitsui Iron Ore Development Pty Ltd ACN 008 734 361;  
(d) Pannawonica Iron Associates, a business carried on under that name by Nippon Steel Australia Pty Limited ACN 001 445 049 and Sumitomo Metal Australia Pty Ltd ACN 001 444 604; and  
(e) North Mining Limited ACN 000 081 434,  
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

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**Party name** Tadgee Limmerick, Maisey Hyland and Dianne Limmerick on their own behalf as registered native title claimant and on behalf of the Ngarlawangga People

**Contact address** c/- Yamatji Marlpa Aboriginal Corporation  
Level 2  
16 St Georges Terrace  
Perth WA 6000

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#### **Period in which the agreement will operate**

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<b>Start date</b>	17/08/2012
<b>End Date</b>	not specified

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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 Northern Claim Area 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)**

##### 1.1 Definitions

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

'Agreed Act Certificate' is defined in the Northern Claim Area Participation Agreement.

##### 8.1 Consent to Agreed Acts

(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 Existing Titles.

(b) Subject to clause 11.11 of the Northern Claim Area 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 Consent to reliance on Approvals and Interests

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.

## 8.5 What is an Agreed Purpose?

(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 not 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.

For example:

- a subdivision done under a Government Agreement may be for an Agreed Purpose in circumstances where the land will be used for dwellings or commercial facilities in a town as part of RTIO's Pilbara Iron Ore Business, and that will be the case even if not more than 20% of the lots are required to be released to the general public.
- where the same release is not being done under a Government Agreement, or where it is being done under a Government Agreement that requires more than 20% of the lots to be released to the general public, only the individual lots that are required for RTIO's Pilbara Iron Ore Business will be an Agreed Purpose. This is the case even if RTIO's Pilbara Iron Ore Business is a Substantial Reason for the subdivision when viewed as a whole.

## 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 Ngarlawangga People in accordance with the Northern Claim Area 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 NNTT'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 Consent to Future Acts- Native Title Act section 24CB

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 Right to negotiate does not apply- Native Title Act section 24EB(1)(c)

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.

## Attachments to the entry

[WI2012 10 Attachment A Schedule 1 Description of the agreement area.pdf](#)

[WI2012 10 Attachment B Schedule 2 Map of the agreement area.pdf](#)