



Extract from Register of Indigenous Land Use Agreements

NNTT number	WI2013/001
Short name	RTIO and Yinhawangka People ILUA
ILUA type	Area Agreement
Date registered	05/07/2013
State/territory	Western Australia
Local government region	Shire of Ashburton, Shire of East Pilbara, Shire of Meekatharra

Description of the area covered by the agreement

Schedule 1 of the agreement describes the agreement area.
the ILUA area:

(a) means the land and waters within the external boundaries of the Claimant Applications, lodged in the Federal Court and allocated numbers WAD340/10 (NNTT number WC10/16) and WAD216/10 (NNTT number WC10/11) accepted for registration on 10 December 2010 and 17 [September] 2010 respectively as shown on the map in Schedule 2; but

(b) excludes any land and waters within the external boundaries that are not the subject of either Claimant Application.

[A map of the agreement area is contained in Schedule 2 of the agreement. 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: The agreement area covers about 10,140 sq km and is located north of the Ashburton River and south of Tom Price in the vicinity of Paraburdoo.]

Parties to agreement

Applicant

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

Other Parties

Party name	Churchill Jones, Nicholas Cook, David Cox, Adrian Condon, Stuart Ingie, AF (name withheld for cultural reasons) and Roy Tommy on their own behalf and on behalf of the Yinhawangka People
Contact address	c/- Yamatji Marlpa Aboriginal Corporation Level 2, 16 St Georges Terrace Perth WA 6000

Party name	Hamersley HMS Pty Ltd as manager for and on behalf of: (a) Hope Downs Iron Ore Pty Ltd; and (b) Hamersley WA Pty Ltd, as participants of the Hope Downs Joint Venture.
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Contact address c/- Ashurst Australia
Level 32, Exchange Plaza
2 The Esplanade
Perth WA 6000

Party name Ranges Management Company Pty Ltd as manager for and on behalf of:
(a) Ranges Mining Pty Ltd; (b) Baosteel Australia Mining Company Pty Ltd, as participants of the BaoHI Ranges Joint Venture.

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 a 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 & Sumitomo Metal Australia Pty Limited, Nippon Steel & Sumikin Resources Australia Pty Ltd and Mitsui Iron Ore Development Pty Ltd; (d) Pannawonica Iron Associates, a business carried on under that name by Nippon Steel & Sumitomo Metal Australia Pty Limited and Nippon Steel & Sumikin Resources Australia Pty Ltd; (e) North Mining Limited, as participants of 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 31/01/2013

End Date not specified

12.1 This document commences on the Commencement Date and, subject to clauses 12.2 and 17.3(d), terminates on the termination of the Participation Agreement in accordance with its provisions.

12.2 The rights and obligations of the parties under clauses 7 and 11 which have accrued at the date of termination of this document pursuant to clause 12.1 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 17 will continue to apply until the fulfilment of such obligations.

17.3(d) 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)

7.1 (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 Existing Titles.

(b) Subject to clause 29.11 of the Participation Agreement and clause 7.1(c), 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.

(c) Clause 7.1(b) does not apply to the extent an act or thing is done or to be done within or in relation to the Special Cultural Significance Area.

7.2 Without limiting clause 7.1, 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.

7.5 (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 7.5(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 7.5, "Substantial Reason" means, subject to clause 7.5(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; and

(ii) where clause 7.5(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.

8.1 (a) Subject to this clause 8, RTIO may, but is not obliged to, give the Native Title Applicants a notice of an Agreed Act in relation to applications made for Interests or Approvals that are Agreed Acts.

(b) RTIO must, within 15 Business Days of a request made by the Native Title Applicants acting reasonably, provide the Native Title Applicants with a notice of an Agreed Act for an Agreed Act that is covered by this document.

(c) An RTIO Entity must give the Native Title Applicants a notice of an Agreed Act before an Agreed Act is done, where an application is made for an Interest or Approval that is an Agreed Act, that is:

- (i) a mining tenement as defined in the Mining Act 1904 (WA) of the Mining Act;
- (ii) a statutory easement in gross;

- (iii) a tenure that confers a right of exclusive possession; or
 - (iv) the compulsory acquisition of Native Title,
- and an RTIO Entity wishes to rely on the consents of the Native Title Applicants in this document.
- (d) Subject to clauses 8.1(b) and 8.1(c), nothing in this document requires RTIO or any RTIO Entity to issue a notice of an Agreed Act in relation to a proposed Agreed Act and the absence of a notice of an Agreed Act does not prevent an act from being an Agreed Act.
- (e) A notice under this clause 8.1 must:
- (i) be in writing;
 - (ii) identify the type of Agreed Act;
 - (iii) give a description of the location of the Agreed Act;
 - (iv) state that the Native Title Applicants may issue a Dispute Notice in relation to the proposed act's identification as an Agreed Act;
 - (v) attach a map showing the land the subject of the Agreed Act; and
 - (vi) state that it is given pursuant to, and attach a copy of, this clause 8.1.

8.2 (a) All proposed Agreed Acts identified in the notice of an Agreed Act are deemed for all purposes and agreed by the parties to be Agreed Acts if:

- (i) the Native Title Applicants do not serve a Dispute Notice on or before the date specified in the notice of an Agreed Act; or
 - (ii) the Native Title Applicants serve a Dispute Notice on or before the date specified in the notice of an Agreed Act and the Dispute is resolved in favour of the Agreed Act being covered by this document.
- (b) For the purposes of clause 8.2(a), the date specified in the notice of an Agreed Act for the Native Title Applicants issuing a Dispute Notice may be no earlier than 30 Business Days after the Native Title Applicants' receipt of the notice of an Agreed Act.

8.3 In relation to a proposed Agreed Act, RTIO may provide to the State, any Government Agency and any other person an Agreed Act Certificate that may annex:

- (a) a copy of a relevant notice of an Agreed Act which has been served on the Native Title Applicants;
 - (b) a copy of this clause, clause 7 and any other relevant parts of this document;
 - (c) confirmation that the notice of an Agreed Act has not been withdrawn; and
 - (d) where applicable, a statement that the Native Title Applicants did not serve a Dispute Notice within the time specified in the notice of an Agreed Act,
- as additional evidence of the consent of the Native Title Applicants to the proposed Agreed Act.

8.4 For the avoidance of doubt, failure to comply with clause 8.1 does not affect the validity of any Agreed Act, once the Agreed Act has been completed.

8.5 (a) Subject to clause 8.1 and this clause 8.5 without derogating from any duties which RTIO Entities have under the Regional Framework Deed, to the maximum extent possible by Law, in relation to Agreed Acts this document discharges any obligation of RTIO Entities in relation to procedural rights conferred on the Native Title Applicants as a consequence of the Native Title Act or any other Law or Policy.

(b) Where, despite clause 8.5(a), RTIO Entities have an obligation, apart from under this document, to notify the Native Title Applicants of an application for an Agreed Act, that notice may be given separately or through the notice of an Agreed Act under clause 8.1.

(c) In respect of any Agreed Act, nothing in this clause 8.5 derogates from any procedural rights conferred on any of the Native Title Applicants as, if applicable:

- (i) the owner of a freehold estate;
- (ii) the holder of a lease of land that is used for industrial or commercial purposes; or
- (iii) the holder of an Interest in land for the establishment of or use as an Aboriginal residence or residential community.

10.4 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.

10.6 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 7.1 and clause 7.2.

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

"Approval" means any authorisation, licence, permit, approval, certificate, consent, direction or notice inclusive of any Modification, and includes an approval from a Minister, Government Agency or other competent authority, for example the approval of proposals under a Government Agreement.

"Interest" means any:

- (a) legal or equitable interest in land or waters;
- (b) right to occupy, use or traverse land or waters;
- (c) right to mine, quarry, extract or explore for minerals or water;
- (d) easement, charge, power or licence over or in connection with land or waters; or
- (e) authorisation, permit or licence from any Government Agency,

whether Granted before, on or after the Commencement Date.

Attachments to the entry

[WI2013_001 Attachment A Schedule 1 Description of the agreement area.pdf](#)

[WI2013_001 Attachment B Schedule 2 Map of the agreement area.pdf](#)