



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	WI2015/011
<b>Short name</b>	Niyaparli People #3 and BHP Billiton Comprehensive Agreement - Further ILUA
<b>ILUA type</b>	Area Agreement
<b>Date registered</b>	18/01/2016
<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

The agreement covers the "Further ILUA Area" which is the area identified in Schedule 1 of the agreement as: The Further ILUA Area:

(a) means the land and waters within the external boundaries of the Niyaparli Claim (WAD196/2013) as at the Commencement Date (being the external boundary of the area described as the "Further ILUA Area" on the map on the following page of this document); but  
(b) excludes any land and waters within the external boundaries of the Niyaparli Claim that are not the subject of the Niyaparli Claim.

[The map of the Further ILUA Area from Schedule 1 is attached to this Register extract.]

### 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.

[The application to register the agreement states that the 'Commencement Date' is 16 July 2015.]

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

"BHP Billiton" is defined in clause 5.

"Niyaparli People" are the persons identified as such under the Comprehensive Agreement from time to time.

"Niyaparli Claim" is Federal Court of Australia native title determination (claimant) application WAD 196/2013.

## 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 10  
Brookfield Place Tower 2  
123 St Georges Terrace  
Perth WA 6000

*Other Parties*

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**Party name** David Stock, Leonard Stream, Raymond Drage, Victor Parker and Billy Cadigan in their capacity as registered native title claimants in relation to the Nyiyaparli Claim ("Nyiyaparli Applicants") and on behalf of the Nyiyaparli People

**Contact address** c/- Yamatji Marlpa Aboriginal Corporation  
Level 8  
12 The Esplanade  
Perth WA 6000

**Period in which the agreement will operate**

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**Start date** not specified

**End Date** not specified

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**3. TERM OF THIS DOCUMENT**

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

**3.4 Removal from the Register**

- (a) Following the termination of this document under clause 3.2(a) or 3.2(b), either party may give written notice of its termination to the Registrar under section 199C(1)(c)(i) of the Native Title Act and each party must, upon the request of the other party, do such things as are reasonably required of it to have the details of the document removed from the Register.
- (b) Notwithstanding sections 24EA(1) and 24EB(1)(b) of the Native Title Act, clause 12 and Part 4 of this document cease to have any force or effect upon termination under clause 3.2.

**1. DEFINITIONS**

"Nyiyaparli Agents" are the persons identified as such under the Comprehensive Agreement.

"Register" means the Register of Indigenous Land Use Agreements.

**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 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 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" as set out in clause 13.1]

13.1 "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; and
  - (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]:

13.2 (a) This document covers all of the following Interests and Approvals:

(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;

(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.

(b) With the exception of clause 24, an Interest or Approval is only covered by this document during the period that it satisfies the relevant criteria in clause 13.2(a).

14.2 BHP Billiton's Iron Ore Business inside the Further 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 Further ILUA Area from time to time.

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

[WI2015\\_011 Schedule 1 Map of Agreement Area.pdf](#)