



Extract from Register of Indigenous Land Use Agreements

NNTT number	WI2021/005
Short name	Bardi Jawi Conservation Estate Indigenous Land Use Agreement
ILUA type	Body Corporate
Date registered	09/06/2021
State/territory	Western Australia
Local government region	Shire of Broome, Shire of Derby/West Kimberley

Description of the area covered by the agreement

ILUA Area means the land and waters described in Items 1 and 2 in Schedule 1 and comprising the following areas:

- (a) the Bardi and Jawi Country Marine Park Subtidal Area; and
- (b) the Bardi and Jawi Country Marine Park Intertidal Area.

Bardi and Jawi Country Marine Park Intertidal Area means the area identified in Item 2 of Schedule 1 and, for ease of reference only, shown on the Plan in Schedule 2.

Bardi and Jawi Country Marine Park Subtidal Area means the area identified in Item 1 of Schedule 1 and, for ease of reference only, shown on the Plan in Schedule 2.

[A copy of Schedules 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 approximately 2,045 sq km, includes areas of the Indian Ocean and King Sound, and is approximately 80 km northwest of Derby].

Parties to agreement

Applicant

Party name	The State of Western Australia
Contact address	c/- State Solicitor's Office David Malcolm Justice Centre 28 Barrack Street Perth WA 6000

Other Parties

Party name	Bardi and Jawi Niimidiman Aboriginal Corporation RNTBC
Contact address	c/- Kimberley Land Council 11 Gregory Street PO Box 2145 Broome WA 6725

Party name	Chief Executive Officer of the Department of Biodiversity, Conservation and Attractions
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Contact address Department of Biodiversity, Conservation and Attractions
17 Dick Perry Avenue
Kensington WA 6151

Party name Conservation and Parks Commission
Contact address Department of Biodiversity, Conservation and Attractions
17 Dick Perry Avenue
Kensington WA 6151

Party name Minister for Environment
Contact address Department of Biodiversity, Conservation and Attractions
17 Dick Perry Avenue
Kensington WA 6151

Period in which the agreement will operate

Start date not specified

End Date not specified

6.1. Force and Effect of this Agreement

(a) Clauses 2, 3, 4, 5, 6, 7, [15], 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29 have force and effect from the Execution Date.

(b) The provisions of this Agreement, other than those referred to in clause 6.1(a), have force and effect from the Commencement Date.

6.2. Term

Subject to clause 6.3, this Agreement continues indefinitely.

6.3. Termination

This Agreement shall terminate only on the occurrence of the following events, whichever is the first to occur (the **Termination Date**):

(a) the Agreement ceases in accordance with clause 5.7 [Agreement ceases if not registered]; or

(b) all Parties agree in writing to end the Agreement; or

(c) the Determination is revoked in accordance with the Native Title Act; or

(d) the Agreement is removed from the Register of Indigenous Land Use Agreements by the Native Title Registrar in accordance with section 199C of the Native Title Act; or

(e) a Replacement Agreement comes into effect in accordance with clause 19.6.

Commencement Date means the date on which this Agreement is registered on the Register of Indigenous Land Use Agreements pursuant to section 24BG of the Native Title Act.

Execution Date means the date on which this Agreement is executed by all the Parties.

Native Title Act means the *Native Title Act 1993* (Cth).

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

8.1. Future Acts

Each Party acknowledges and agrees that the acts contemplated by clause 8.2 may be future acts to which the provisions of Part 2, Division 3 of the Native Title Act may apply.

8.2. Consent to future acts

(a) Each of the Parties irrevocably consents to the Bardi and Jawi Country Marine Park Transaction, with the intent that such statement of consent satisfies the requirement of section 24EB(1)(b) of the Native Title Act in respect of it.

(b) For the avoidance of doubt, the Parties acknowledge that no consents are required under the Native Title Act in respect of the Swan Island Reserve, which is not located in the ILUA Area.

8.3. Agreement to future acts includes exercise of rights

For the avoidance of doubt each of the consents in clause 8.2 includes consent to the doing of every act comprised in the Bardi and Jawi Country Marine Park Transaction and any and all things ancillary to the doing of the Bardi and

Jawi Country Marine Park Transaction, with the intent that such statement of consent satisfies the requirement of section 24EB(1)(b) of the Native Title Act in respect of each of those things, including the following:

- (a) in respect of an area of land and waters that is wholly or partly within the area the subject of the Bardi and Jawi Country Marine Park, the granting, issue or creation of any Tenure and the exercise of a power to issue a licence;
- (b) the exercise of any right or the discharge of any obligation, now and in the future, under:
 - (1) the CALM Act and the Biodiversity Conservation Act and any regulations made under those Acts; and
 - (2) any Tenure; and
- (c) the exercise, now and in the future, of the various powers and functions under the CALM Act and the Biodiversity Conservation Act and any regulations made under those Acts, including the preparation and approval of management plan(s) for the Bardi and Jawi Conservation Estate; and
- (d) the exercise of any right or the discharge of any obligation, now and in the future, that arises under other applicable legislation as a consequence of the creation of the Bardi and Jawi Conservation Estate.

9.3. No Native Title Act procedures required

In respect of the ILUA Area the future act provisions in Part 2 Division 3 of the Native Title Act (other than Subdivision B) do not apply to the future acts referred to in clause 8.2 and those future acts are valid if done in accordance with this Agreement whether or not the provisions of Part 2 Division 3 of the Native Title Act would otherwise apply.

Bardi and Jawi Conservation Estate means the conservation estate established as contemplated in this Agreement, comprising:

- (a) the Bardi and Jawi Country Marine Park; and
- (b) the Swan Island Reserve.

Bardi and Jawi Country Marine Park means the reserve for the purposes of "Marine Park" created or to be created as contemplated in the Bardi and Jawi Country Marine Park Transaction.

Bardi and Jawi Country Marine Park Transaction means:

- (a) the reservation under section 13 of the CALM Act of the areas comprising the Bardi and Jawi Country Marine Park Subtidal Area and the Bardi and Jawi Country Marine Park Intertidal Area and the classification of such reserve as "Class A";
- (b) the vesting of the reserve created over the areas in sub-clause (a) of this clause in the Commission under section 7 of the CALM Act; and
- (c) a future change in the vesting of the reserve created over the areas in sub-clause (a) as may be required to give effect to the commitments in clause 18 [Future Vesting of Bardi and Jawi Country Marine Park].

Biodiversity Conservation Act means the *Biodiversity Conservation Act 2016* (WA).

CALM Act means the *Conservation and Land Management Act 1984* (WA).

Swan Island Reserve means the land identified in Item 4 of Schedule 1 reserved for the purpose of conservation of flora and fauna and, for ease of reference only, shown on the Plan in Schedule 2.

Tenure means any licence, permit or other authority which is granted, issued or created under the CALM Act or the Biodiversity Conservation Act and any regulations made under those Acts, following the Bardi and Jawi Country Marine Park Transaction.

Attachments to the entry

[WI2021_005 Schedule 1 Technical Descriptions.pdf](#)

[WI2021_005 Schedule 2 Plans.pdf](#)