



Extract from Register of Indigenous Land Use Agreements

NNTT number	WI2023/009
Short name	Body Corporate Indigenous Land Use Agreement for the Vesting and Joint Management of Conservation Estate in the Nharnuwangga, Wajarri and Ngarlawangga Native Title Determination Area
ILUA type	Body Corporate
Date registered	13/02/2024
State/territory	Western Australia
Local government region	Shire of Meekatharra, Shire of Upper Gascoyne

Description of the area covered by the agreement

3.1 ILUA Agreement Area

This Agreement applies to the ILUA Agreement Area for the purposes of section 24BC of the Native Title Act.

Collier Range National Park means the land and waters comprising Reserve 35104, [a class A reserve for the reserve purpose of "national park"], as at the Execution Date; and, more particularly being the land and waters comprising Lot 29 on Deposited Plan 240368, in qualified certificate of Crown land title volume 3124 Folio 557 and shown, for identification purposes, on Map E in Schedule 3.

Determination means the determination by the Federal Court of Australia in *Clarrie Smith v State of Western Australia* [2000] FCA 1249 that native title exists over specified land and waters.

Determination Area means those parts of the land and waters of the Determination Area depicted by blue outline on the map in the First Schedule of the Determination.

Execution Date means the date on which this Agreement is finally executed by all of the Parties to it.

ILUA Agreement Area means the area comprising the:

- (a) Collier Range National Park;
- (b) Jilgu National Park;
- (c) Potential NWN Park Area;
- (d) and Jilgu Access Rights Area.

and which areas are within the Determination Area. The **ILUA Agreement Area** is shown, for identification purposes, on the Map in Schedule 1.

Jilgu Access Rights Area means the land described in Item E1 of Schedule 3.

Jilgu National Park means the class A reserve for the purposes of "national park" created or to be created over the former Waldburg Pastoral Lease, and more particularly being the land and waters comprising Lots 201, 202, 203, 204 and 205 as shown on Deposited Plan 425600 and Lot 26 as shown on Deposited Plan 238030, and shown, for identification purposes, on Map E1 in Schedule 3.

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

Potential NWN Park Area means the land and waters as described at Schedule 2 Part 4 and shown, for identification purposes, on Map E2 in Schedule 3.

Waldburg Pastoral Lease means the land and waters subject to former pastoral lease 3114/1156.

[Copies of Schedules 1, 2 and 3 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 covers a combined area of approx. 3,390 sq km and is located about 150 km south west of Newman.]

Parties to agreement

Applicant

Party name The State of Western Australia through the Minister for the Environment
Contact address c/- State Solicitor's Office
Level 25, David Malcolm Justice Centre
28 Barrack Street
Perth WA 6000

Other Parties

Party name Conservation and Parks Commission (Commission)
Contact address c/- State Solicitor's Office
Level 25, David Malcolm Justice Centre
28 Barrack Street
Perth WA 6000

Party name Jidi Jidi Aboriginal Corporation RNTBC (ICN 3598) (JJAC)
Contact address c/- Houston Legal and Consulting
PO Box 653
Fremantle WA 6959

Party name The Chief Executive Officer of the Department of Biodiversity,
Conservation and Attractions acting through the Conservation and Land
Management Executive Body (CEO)
Contact address c/- State Solicitor's Office
Level 25, David Malcolm Justice Centre
28 Barrack Street
Perth WA 6000

Party name The Minister for Lands, body corporate
Contact address c/- State Solicitor's Office
Level 25, David Malcolm Justice Centre
28 Barrack Street
Perth WA 6000

Period in which the agreement will operate

Start date not specified

End Date not specified

4.7 Agreement ceases if not registered

If this Agreement has not been registered as an ILUA in accordance with clause 4.3(a) or clause 4.3(b) within twelve (12) months of the Execution Date, it shall cease and be of no further force or effect unless the CEO and JJAC have prior to the expiry of that twelve (12) month period agreed otherwise.

5.1 Force and Effect of this Agreement

(a) This Agreement, other than those provisions referred to in clause 5.1(b), only has force and effect from the Commencement Date.

(b) Clauses 1, 2, 3, 4, 5, 6, 18, 20, 21, 22, 23, 24, 25, 26, 27 and 28 have force and effect from the Execution Date.

5.2 Term

Subject to clause 5.3, this Agreement continues indefinitely.

5.3 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 ceasing under clause 4.7;
- (b) all Parties agree in writing to end the Agreement;
- (c) the Determination is revoked in accordance with the Native Title Act;
- (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 19.5(b).

19.5 Replacement or Variation

If the Parties replace this Agreement or amend or vary this Agreement in a way that the Parties agree requires registration (**Replacement Agreement**), the Parties must:

- (a) comply with clause 4 of this Agreement in relation to the Replacement Agreement;
- (b) terminate this Agreement after registration of the Replacement Agreement; and
- (c) advise the Native Title Registrar in writing in accordance with section 199C(1)(c)(ii) of the Native Title Act.

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

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

7.1 Future Acts

Each Party acknowledges that the Conservation Estate Acts may be future acts to which Part 2, Division 3 of the Native Title Act may apply.

7.2 Jilgu National Park

The Parties consent to the Jilgu National Park being reserved for the reserve purpose of "national park" and classified as class A reserve by orders of the Minister for Lands under sections 41 and 42 of the Land Administration Act.

7.3 Potential NWN Park Area

The Parties consent to:

- (a) the Reservation of the Potential NWN Park Area, or parts of the Potential NWN Park Area, for the reserve purpose of "national park" and classified as a class A reserve by:
 - (i) orders of the Minister for Lands under sections 41 and 42 of the Land Administration Act; or
 - (ii) orders of the Minister for Lands under section 45(2) of the Land Administration Act by which the Potential NWN Park Area is added to the Collier Range National Park; or
- (b) the Reservation of the Potential NWN Park Area, or parts of the Potential NWN Park Area, for the reserve purpose of "conservation park" by order of the Minister for Lands under section 41 and of the Land Administration Act.

7.4 Joint Vesting

The Parties consent to:

- (a) the Joint Vesting in the Commission and JJAC of the Conservation Estate; and
- (b) the grant, issue or creation, from time to time, of any Tenure over the Conservation Estate within the ILUA Agreement Area.

7.5 Easement to ensure Legal Access to Jilgu National Park

The Parties irrevocably consent to all acts involved in creating the Jilgu Access Rights Area to the Jilgu National Park by grant, declaration or otherwise of Access Rights.

7.6 Agreement to future acts includes exercise of rights

The Parties acknowledge that the consent to the Conservation Estate Acts includes consent to the doing of all acts involved in effecting the Conservation Estate Acts and includes consent to:

- (a) classification of the national park reserves as class A by order under section 42 of the Land Administration Act, if required;
- (b) the exercise of any power, duty or right or the discharge of any obligation, now and in the future, under:
 - (i) Conservation and Land Management Legislation and the Biodiversity Conservation Act and any regulations made under that Act; and
 - (ii) any Tenure.
- (c) the exercise, now and in the future, of the various powers and functions under the Conservation and Land Management Legislation and the Biodiversity Conservation Act and any regulations made under that Act, including the preparation and approval of any management plans; and
- (d) the exercise of any power, duty or right or the discharge of any obligation, now and in the future, that arises under the Land Administration Act or other applicable legislation as a consequence of the land comprising a national park or conservation park.

7.7 Requirements of section 24EB(1)(b) of the Native Title Act

The Parties agree that each statement of consent in clauses 7.2, 7.3, 7.4, 7.5, 7.6 and 7.7 is intended to satisfy the requirement of section 24EB(1)(b) of the Native Title Act.

8.4 No Native Title Act procedures required

- (a) In respect of the ILUA Agreement Area if any of the Conservation Estate Acts are acts to which the Right to Negotiate or any other future act procedure under Division 3 of Part 2 of the Native Title Act (other than Subdivision B) would, apart from this Agreement apply, the Right to Negotiate and those other future act procedures do not apply to the Conservation Estate Acts and those acts are valid pursuant to this Agreement.
- (b) The Parties intend that the statement in clause 8.4(a) satisfies the requirements of section 24EB(1)(c) of the Native Title Act.

Access Rights means the grant by the Minister for Lands under the Land Administration Act of an easement or easements over the Jilgu Access Rights Area, as may be required to give management access/rights of carriage way by persons including JJAC, the Joint Management Body, the Conservation Parties and the employees, agents, contractors and invitees of them and the Department as well the general public to and from any land comprised in the Conservation Estate. For the avoidance of doubt, the access includes access to the Jilgu Access Rights Area by motorised vehicles or other means of motorised transport, with or without machinery, plant and equipment and the right to perform works and other acts from time to time relevant to the establishment of the access and its repair, maintenance and upkeep.

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

Conservation Estate means the:

- (a) existing Collier Range National Park;
- (b) Jilgu National Park, when created; and
- (c) Potential NWN Park Area if/when created.

Conservation Estate Acts means the future acts described in clauses 7.2, 7.3, 7.4, 7.5, 7.6 and 7.7.

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

Conservation and Land Management Legislation means the Conservation and Land Management Act and the *Conservation and Land Management Regulations 2002 (WA)*.

Conservation Parties means the CEO and the Commission.

Department means the Department assisting the Minister for Environment in the administration of the Conservation and Land Management Act from time to time being, at the Execution Date, the Department of Biodiversity, Conservation and Attractions.

Joint Management Body means the body established pursuant to an agreement under section 56A of the Conservation and Land Management Act giving effect to a requirement in any of the management plans prepared under section 54 of the Conservation and Land Management Act.

Joint Vesting means a joint vesting of land as provided for in section 8AA(2) of the Conservation and Land Management Act.

Land Administration Act or **LA Act** means the *Land Administration Act 1997 (WA)*.

Minister for Environment means the Minister to whom administration of the Conservation and Land Management Act is committed.

Reservation means:

- (a) the creation of a reserve for a particular purpose or purposes in the public interests by order of the Minister for

Lands under section 41 of the Land Administration Act; or
(b) where a reserve for the requisite reserve purpose exists, adding specified Crown land to that reserve by order of the Minister for Lands under a relevant provision in Part 4 of the Land Administration Act, such as, if applicable, section 45(2).

Right to Negotiate means the right to negotiate procedure under and for the purposes of Subdivision P of Division 3 of Part 2 of the Native Title Act.

Tenure means any lease, licence, permit or other authority which is granted, issued, created or renewed under the Conservation and Land Management Legislation or the Biodiversity Conservation Act and any regulations made under that Act.

Attachments to the entry

[WI2023_009 Schedule 1 - Map of ILUA Agreement Area.pdf](#)

[WI2023_009 Schedule 2 - Land Descriptions.pdf](#)

[WI2023_009 Schedule 3 - Agreement Area Overview Map and Map Enlargements.pdf](#)