



Extract from Register of Indigenous Land Use Agreements

NNTT number	WI2023/010
Short name	Yindjibarndi Renewable Energy Project ILUA
ILUA type	Body Corporate
Date registered	03/04/2024
State/territory	Western Australia
Local government region	Shire of Ashburton, Shire of East Pilbara, City of Karratha, Town of Port Hedland

Description of the area covered by the agreement

Agreement Area means the land described in Part 1 of Schedule 1 and as depicted on the map in Part 2 of Schedule 1.

[A copy of Part 1 of Schedule 1 and Part 2 of Schedule 1 is 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 12,031 sq km and is located about 53 km south of Karratha.]

Parties to agreement

Applicant

Party name	Yindjibarndi Aboriginal Corporation RNTBC (ICN 4370)
Contact address	PO Box 111 Roebourne WA 6718

Party name	Yindjibarndi Ngurra Aboriginal Corporation RNTBC (ICN 8721)
Contact address	PO Box 111 Roebourne WA 6718

Other Parties

Party name	Yiyangu Pty Limited
Contact address	c/- RFF PO Box 88 Karratha WA 6714

Period in which the agreement will operate

Start date not specified

End Date not specified

14 Term and Termination

(a) This Agreement commences on the Commencement Date.

(b) This Agreement:

(i) may be terminated automatically by mutual agreement of the Parties in writing;

(ii) may be terminated in accordance with general law; and

(iii) will terminate if the Proponent or any assignee has not been granted any YREP Tenure within 10 years.

(c) Upon termination of this Agreement the rights and obligations of the Parties will cease except for:

(i) any obligations arising or rights accrued prior to termination or as a result of an existing breach of this Agreement; and

(ii) any obligations which are expressed to continue in accordance with the terms of this Agreement.

(d) Clauses 7 (Heritage), 9 (Compensation Release), 13 (Consensus Building) and 15 (Confidentiality & Disclosure) survive termination of this Agreement.

(e) Termination of this Agreement is without prejudice to any accrued rights or obligations.

(f) Upon termination of this Agreement the Parties must write to the Registrar of the National Native Title Tribunal to request that the Agreement is removed from the Register of Indigenous Land Use Agreements.

Agreement means this document, including the recitals and schedules, as amended from time to time by agreement in writing by the Parties.

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

Compensation means compensation for any loss, diminution, impairment or other effect on any native title rights and interests.

Parties means all parties to this Agreement and their respective successors and permitted assigns.

Proponent means Yiyangu Pty Ltd (ABN 63 659 775 505).

YREP means developing, constructing, operating, maintaining, repairing, replacing and/or owning utility scale renewable energy generation, energy storage, energy transmission, energy production or related infrastructure projects by the Proponents (by itself or together with commercial partners) in the Agreement Area.

YREP Tenure means:

(a) all access authorities, consents, permits, leases, easements, covenants, notifications, licences or other authorisations in respect of which the Proponent presently has, or acquires, an interest and includes any extension, renewal, variation or re-issue of the same; and

(b) all applications for any of the tenure referred to in paragraph (a) above in respect of which the Proponent is currently, or is in the future, an applicant, required for the YREP by the Proponent within the Agreement Area.

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

6 Consent

(a) In consideration of the obligations and undertakings of the Proponent under this Agreement and subject to clause 6(e), the Prescribed Body Corporate consents and agrees to:

(i) the Grant, maintenance of, and access to the YREP Tenure;

(ii) any Approval necessary to conduct the YREP Activities;

(iii) the YREP Activities; and

(iv) withdraw all objections lodged by it in respect of the YREP, if any.

(b) The Prescribed Body Corporate agrees that it will not take any steps to restrict or impede the Grant or maintenance of the YREP Tenure and Approvals and will sign all documents and do whatever is necessary to give effect to clause 6(a).

(d) The Prescribed Body Corporate agrees to do all acts or things necessary, convenient or desirable to be done to give effect to the consents or agreements provided in clause 6(a), as soon as reasonably practicable.

(g) Each Party consents to the grant of YREP Tenure, Approvals and the conduct of YREP Activities with the intent that such statement of consent satisfies the requirements of section 24EB(l)(b) of the NTA.

(h) For the avoidance of doubt, the Parties agree that the consent in clause 6(g) includes consent to the doing of any and all things ancillary to the grant of YREP Tenure and Approvals with the intent that such statement of consent satisfies the requirements of section 24EB(l)(b) of the NTA in respect of those things.

(i) The Parties agree that the Right to Negotiate Procedure does not apply to the grant of YREP Tenure, Approvals or the conduct of YREP Activities with the intent that such statement satisfies the requirement of section 24EB(l)(c) of the NTA.

Approval includes any approval, consent, exemption, licence, or permit, however described from any Government Authority that relates to the YREP.

Determination Areas means Yindjibarndi Native Title Area as defined in the First Schedule of the YAC Determination, and the Determination Area as defined in clause 11 of the YNAC Determination.

Government Authority means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, regulatory body, department, government Minister, commission, authority, tribunal, agency or entity whether local, State or Federal.

Grant includes grant, renew, extend, re-grant and re-make.

ILUA means Indigenous Land Use Agreement.

Law includes any constitution or provision, treaty, decree, convention, statute, Act, regulation, rule, ordinance, code, proclamation, subordinate legislation, delegated legislation, by-law, judgment, rule of common law or equity, rule, ruling or guideline by a competent entity or Government Authority exercising jurisdiction in the relevant matter.

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

Personnel means a Party and its Related Bodies Corporate, and each of their respective officers, employees, agents, contractors, sub-contractors and invitees.

Prescribed Body Corporate means YAC and YNAC.

Related Body Corporate has the meaning given to this term by section 9 of the *Corporations Act 2001* (Cth).

YAC means the registered native title body corporate for the YAC Determination.

YAC Determination means the determination of native title in favour of the Yindjibarndi People made by the Federal Court in proceeding WAD 114 of 2005 on 27 August 2007 ('the Moses determination', as varied by the Federal Court in proceeding WAD 215 of 2017 made on 2 October 2020 in *Yindjibarndi Aboriginal Corporation RNTBC v the State of Western Australia* [2020] FCA 1416.

Yindjibarndi Determinations means the YAC Determination and the YNAC Determination.

Yindjibarndi People means all the persons who are identified in the Yindjibarndi Determinations as the common law holders of native title in the Determination Areas.

YNAC means the registered native title body corporate for the YNAC Determination.

YNAC Determination means the determination of native title in favour of the Yindjibarndi People made by the Federal Court in proceeding WAD 6005 of 2003 on 13 November 2017 in *Warrie (formerly T J) (on behalf of Yindjibarndi People) v State of Western Australia (No 2)* [2017] FCA 1299.

YREP Activities means all activities that may be lawfully done pursuant to the YREP Tenure.

Attachments to the entry

[WI2023_010 Schedule 1 Part 1 - Written Description.pdf](#)

[WI2023_010 Schedule 1 Part 2 - Map.pdf](#)