



Extract from Register of Indigenous Land Use Agreements

NNTT number	WI2014/005
Short name	Yindjibarndi People and RTIO Indigenous Land Use Agreement (Initial ILUA)
ILUA type	Area Agreement
Date registered	13/05/2015
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

Item 1 of Schedule 1 describes the agreement area as:

(a) the land and waters within the external boundaries of the Claimant Application lodged in the Federal Court and allocated number WAD6005/2003 (NNTT number WC2003/003) accepted for registration on 8 August 2003;

and

(b) the land and waters that are the subject of the determination made by the Federal Court of Australia in Daniel v State of Western Australia [2005] FCA 536 as varied by the Full Court in Moses v State of Western Australia [2007] FCAFC 78, south of a line defined by the coordinate points.[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 12,100 sq km located approximately 25 kilometres north west of Wittenoom.

Relevant LGAs: Shires of Ashburton, East Pilbara, the City of Karratha and the Town of Port Hedland.]

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

Party name	Robe River Mining Co Pty Ltd
Contact address	c/- Ashurst Australia Level 32, Exchange Plaza 2 The Esplanade Perth WA 6000

Party name Thomas Jacob, Stanley Warrie, Allum Cheedy, Kevin Guinness, Angus Mack, Michael Woodley, Joyce Hubert, Pansy Sambo, Jean Norman, Esther Pat, Judith Coppin and Masie Ingie on their own behalf as registered native title claimants and on behalf of the Yindjibarndi #1 Claim Group (WAD6005/2003)

Contact address c/- Yindjibarndi Aboriginal Corporation RNTBC
PO Box 196
Wembley WA 6913

Party name Yindjibarndi Aboriginal Corporation RNTBC

Contact address c/- Yindjibarndi Aboriginal Corporation RNTBC
PO Box 196
Wembley WA 6913

Period in which the agreement will operate

Start date 12/08/2013

End Date not specified

Subject to clauses 12.2 and 17.3(c) the document terminates on the termination of the Participation Agreement in accordance with its provisions.

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

7.1 (a) YAC and 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 28.11 of the Participation Agreement, YAC and 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.

7.2 Without limiting clause 7.1, YAC and 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.

7.4 "RTIO Existing Title" means:

(a) each Approval and each Interest which relates in whole or in part to the ILUA Area, Granted or purported to have been Granted as at the Commencement Date and held by: (i) an RTIO Entity; or (ii) a third party that is for the purpose of, or upon which an RTIO Entity materially relies for or in relation to, RTIO's Pilbara Iron Ore Business; and

(b) any Approval or Interest created in substitution of and for substantially the same purpose as an Approval or Interest in clause 7.4(a), including as Modified.

7.5 [Clause 7.5 defines "What is an Agreed Purpose?": A copy of clause 7.5 is attached to this Register Extract].

7.6 [Clause 7.6 defines "What is RTIO's Pilbara Iron Ore Business?": A copy of clause 7.6 is attached to this Register Extract].

8.1 (a) Subject to this clause 8, RTIO may, but is not obliged to, give YAC and 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 YAC or the Native Title Applicants acting reasonably, provide YAC and 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 YAC and 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) or 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 YAC or 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 YAC or 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) YAC or 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) YAC or 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 YAC or the Native Title Applicants issuing a Dispute Notice may be no earlier than 30 Business Days after YAC or 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 YAC or the Native Title Applicants;
 - (b) a copy of this clause, clause 7 and 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 YAC or 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 YAC and/or 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 and 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 YAC and 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 YAC or 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 Yindjibarndi People 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.

"Agreed Act" refers to a thing or things agreed to, consented to or supported under clause 7.1 and 7.2.

"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.

"Existing Operations" refers to those parts of RTIO's Pilbara Iron Ore Business that are within the ILUA Area as at the Commencement Date.

"Grant" means grant, extend, renew, re-grant or re-make.

"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.]

"Modify" means extend, renew, vary, replace, modify, correct, alter, amend or change.

Attachments to the entry

[WI2014_005 Schedule 1 Description of ILUA Area.pdf](#)

[WI2014_005 Schedule 2 Map of ILUA Area.pdf](#)

[WI2014_005 Clauses 7.5 and 7.6 of the Agreement.pdf](#)