



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	WI2016/002
<b>Short name</b>	Banjima & RTIO Participation Agreement ILUA (Body Corporate Agreement)
<b>ILUA type</b>	Body Corporate
<b>Date registered</b>	01/11/2016
<b>State/territory</b>	Western Australia
<b>Local government region</b>	Shire of Ashburton, Shire of East Pilbara, Town of Port Hedland

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## Description of the area covered by the agreement

1.1 'ILUA Area' means the land and waters within the external boundaries of the Banjima Determination, but excludes:

- (a) the "Unclaimed Areas" (as that term is defined in the Banjima Determination); and
- (b) (to remove doubt) Karijini National Park.

[A map of the agreement area is contained in Schedule 14 of the agreement. A copy of Schedule 14 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 8089.8 sq km located to the north and east of the Karijini National Park, approximately 74 km east of Tom Price and approximately 72 km north west of Newman.]

## Parties to agreement

### *Applicant*

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<b>Party name</b>	Hamersley Iron Pty Limited
<b>Contact address</b>	c/- Ashurst Australia GPO Box 9938 Perth WA 6848

### *Other Parties*

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<b>Party name</b>	Banjima Native Title Aboriginal Corporation RNTBC in its capacity as Banjima PBC and in its capacity as agent and attorney for and on behalf of the Banjima People
<b>Contact address</b>	c/- Yamatji Marlpa Aboriginal Corporation Level 8 12-14 The Esplanade Perth WA 6000

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<b>Party name</b>	Hamersley HMS Pty Ltd on its own behalf as Venturer and as Manager for and on behalf of the Hope Downs Joint Venturers
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**Contact address** c/- Ashurst Australia  
GPO Box 9938  
Perth WA 6848

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**Party name** Hamersley Iron – Yandi Pty Ltd  
**Contact address** c/- Ashurst Australia  
GPO Box 9938  
Perth WA 6848

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**Party name** Mount Bruce Mining Pty Ltd  
**Contact address** c/- Ashurst Australia  
GPO Box 9938  
Perth WA 6848

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**Party name** Ranges Management Company Pty Ltd as Manager for and on behalf of the BaoHI Ranges Joint Venturers  
**Contact address** c/- Ashurst Australia  
GPO Box 9938  
Perth WA 6848

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**Party name** Robe River Mining Co Pty Ltd on its own behalf as a Venturer and as Manager for and on behalf of the Robe River Iron Associates  
**Contact address** c/- Ashurst Australia  
GPO Box 9938  
Perth WA 6848

#### **Period in which the agreement will operate**

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**Start date** not specified

**End Date** not specified

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1.1 'Commencement Date' means the date on which this document is Registered as a Body Corporate ILUA.

#### 51.1 Commencement and termination

(a) Except for clauses 1, 5, 6, 7, 8, 37, 46, 47, 49, 51.1, 52, 53, 54, 55 and 57 which commence on the Execution Date, the agreement commences on the "Commencement Date" and continues until:

- i. the Replacement ILUA Condition (in circumstances where this document is for any reason removed from the Register of Indigenous Land Use Agreements) is not satisfied within 365 days after the details of this document are for any reason removed from the Register of Indigenous Land Use Agreements, and RTIO gives notice thereof to the Banjima People;
- ii. the parties agree in writing to terminate this document, which agreement must be accompanied by a Banjima Consultation Certificate;
- iii. a Termination Notice is given in accordance with clause 46.4 ;
- iv. no RTIO Entity has any Interests in the Agreement Area and RTIO gives notice thereof to the Banjima People; or
- v. the date when RTIO notifies the Banjima People in accordance with clause 51.1(b) (the second notice for the purposes of that clause), whichever occurs first.

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

##### 25.1 Consent to Agreed Acts

(a) The parties (including the Banjima People and the Banjima PBC) 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 25.11 [Outside the Agreement Area], the parties (including the Banjima People and the Banjima PBC) 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.

##### 25.2 Consent to reliance on Approvals and Interests

Without limiting clause 25.1, the parties (including the Banjima People and the Banjima PBC) 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.

#### 25.4 What is an RTIO Existing Title?

RTIO Existing Title means:

(a) each Approval and each Interest which relates in whole or in part to the Agreement 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 25.4(a), including as Modified.

#### 25.5 What is an Agreed Purpose?

(a) An Agreed Purpose means any of the following from time to time:

(i) the Existing Operations;

(ii) any Modification of any of the things comprising those operations provided they remain part of RTIO's Pilbara Iron Ore Business; and

(iii) the planning, development, operation and expansion, further expansion and decommissioning of any aspect of RTIO's Pilbara Iron Ore Business from time to time, including:

(A) new iron ore mines, borrow and ballast pits and necessary supporting infrastructure; and

(B) (without limiting clause 25.5(a) above) the planning, development, operation and expansion, further expansion and decommissioning of New Mines and all Existing Operations.

(b) Without limiting clause 25.5(a), the development, operation or expansion of each of the following is deemed to be an Agreed Purpose if a Substantial Reason for its development, operation or expansion is for RTIO's Pilbara Iron Ore Business:

(i) new power, water, rail and road infrastructure and associated infrastructure and works within the Agreement Area such as:

(A) power generation facilities to produce electricity;

(B) substations, power lines and switching yards;

(C) communication facilities and infrastructure;

(D) gas and water pipelines, pumping stations and borefields;

(E) land fill sites;

(F) water storage dams and tanks;

(G) borrow pits and quarries;

(H) access and haulage roads and tracks;

(I) airports and related infrastructure;

(J) rail infrastructure and works including multi-tracking of railways, sidings, marshalling yards and loops, maintenance and storage facilities, deviation of railways, rail corridors and movement of rail infrastructure, and associated buildings and works;

(K) buffer zones, car parks and landscaped areas;

(L) roads and bridges;

(M) administrative offices and other buildings; and

(N) associated buildings and works;

(ii) iron ore processing infrastructure and works including:

(A) stockpiles;

(B) crushing and screening plants;

(C) conveyors;

(D) facilities for the blending of iron ore; and

(E) associated buildings and works;

(iii) construction camps; and

(iv) town infrastructure and accommodation infrastructure within the Agreement Area, including:

(A) dwellings;

(B) commercial facilities;

(C) open space and recreational facilities;

(D) dining facilities;

(E) communal facilities;

(F) roads;

(G) car parks;

(H) landfill sites;

(I) water treatment facilities; and

(J) associated buildings and works.

(c) In this clause 25.5, Substantial Reason means, subject to clause 25.5(d), on the balance of probabilities, it would have been unlikely to have been developed, constructed or operated were it not required for RTIO's Pilbara Iron Ore Business, even though it may be used for other purposes.

(d) Where the Agreed Purpose is for town infrastructure comprising dwellings or commercial facilities within a town:

(i) if:

(A) the dwellings or commercial facilities are being established in accordance with a Government Agreement or a requirement or right created in accordance with a Government Agreement that requires that not more than 20% of the total occupied, or to be occupied, dwellings or commercial facilities to be offered for sale or lease to the general public; and

(B) each of the dwellings or commercial facilities that are not required to be offered for sale or lease to the general public would have been unlikely to be developed or constructed were it not required for RTIO's Pilbara Iron Ore Business,

then each of the dwellings or commercial facilities will be an Agreed Purpose;

(ii) where clause 25.5(d)(i) does not apply, it will only be an Agreed Purpose if and insofar as each of the dwellings or commercial facilities would have been unlikely to be developed or constructed were it not required for RTIO's Pilbara Iron Ore Business.

#### 28.1 Agreed Act Certificates

(a) Where:

(i) an application is made for an Interest or Approval that is an Agreed Act, other than a Priority Title, that is:

(A) a mining tenement as defined in the Mining Act 1904 (WA) or the Mining Act [Mining Act 1978 (WA)];

(B) an easement;

(C) a tenure that confers a right of exclusive possession;

(D) an RTIO Title to be held by an entity that is not an RTIO Entity; or

(E) an Interest, the Grant of which necessitates a compulsory acquisition; and

(ii) an RTIO Entity wishes to rely on the consents of the Banjima People in this document,

the RTIO Entity must give an Agreed Act Certificate to the Banjima People in accordance with this clause.

(b) Where an application is made for an Interest or Approval that is an Agreed Act that is not covered by the categories in clauses 28.1(a)(i)(A) to 28.1(a)(i)(E), RTIO may give an Agreed Act Certificate to the Banjima People in accordance with this clause.

#### 36.3 Consent to doing of Future Acts – Native Title Act sub-section 24EB(1)

For the purposes of section 24EB(1) of the Native Title Act, and subject to this document, the parties consent to the doing of every Agreed Act that is a Future Act in the ILUA Area.

#### 36.4 Rights to negotiate do not apply – Native Title Act sub-section 24EB(1)(c)

Subdivision P of Division 3 of Part 2 of the Native Title Act does not apply and is not intended to apply to any Agreed Act in the ILUA Area.

'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 Agreement 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;

(e) authorisation, permit or licence from any Government Agency,

whether Granted before, on or after the Commencement Date, and to remove doubt the definition of Interest specifically excludes native title rights and interests.

'Modify' means extend, renew, vary, replace, modify, correct, alter, amend or change. Modification has the corresponding meaning.

#### Attachments to the entry

[WI2016\\_002 Map of Agreement Area.pdf](#)