



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	DI2020/002
<b>Short name</b>	Dingo Gas Production Agreement ILUA
<b>ILUA type</b>	Area Agreement
<b>Date registered</b>	16/07/2020
<b>State/territory</b>	Northern Territory
<b>Local government region</b>	MacDonnell Shire

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## Description of the area covered by the agreement

**Licence Area** means the land the subject of the Production Licence whose boundaries are identified in Annexure A - Location Map.

[A map of the agreement area is contained in Annexure A of the agreement. A copy of Annexure A 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 approx. 469 sq km and is located approx. 51 km south of Alice Springs.]

## Parties to agreement

### *Applicant*

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<b>Party name</b>	Central Petroleum (NT) Pty Ltd
<b>Contact address</b>	GPO Box 292 Brisbane QLD 4001

### *Other Parties*

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<b>Party name</b>	Central Land Council
<b>Contact address</b>	27 Stuart Highway Alice Springs NT 0870

## Period in which the agreement will operate

Start date	not specified
End Date	not specified

*[Explanatory text in brackets inserted by the National Native Title Tribunal]*

3.1 This Agreement has no force or effect until the Minister has granted the Production Licence to *[Central Petroleum (NT) Pty Ltd]*.

3.3(a) Subject to clause 3.3(b), this Agreement commences on the Commencement Date.

(b) Notwithstanding clause 3.1, this clauses 3.3, clauses 3.2, clauses 23 (Transfer and Encumbrance), clause 24 (Disputes), clause 25 (Confidential Information), clause 26 (Notice) and clause 27 (General) shall be operative on and from the Execution Date.

**Commencement Date** means the date on which the conditions precedent set out in clause 3.1 are satisfied in the opinion of the *[Central Land Council]*, acting reasonably.

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

2.1(c) The Parties acknowledge and agree that during the term of this Agreement the doing of all Authorised Acts carried out in accordance with this Agreement which are Future Acts are agreed and valid to the extent that they affect Native Title in the area covered by this Agreement.

2.6 The Parties agree that the Right to Negotiate is not intended to apply to any Future Acts the subject of this Agreement.

**Authorised Act** means:

- (a) the grant and continued operation of the Production Licence and Approvals (including any renewal of the Production Licence or Approvals) and any Authorisations required by or on behalf of *[Central Petroleum (NT) Pty Ltd]* pursuant to the Production Licence and Approvals (including any renewal of the Production Licence or Approvals);
- (b) the use of the Production Licence and Approvals (including any renewal of the Production Licence or Approvals) and any Authorisations required pursuant to the Production Licence and Approvals, by *[Central Petroleum (NT) Pty Ltd]* (including any renewal of the Production Licence or Approvals);
- (c) the Recovery Operations conducted in accordance with this Agreement; and
- (d) any other thing authorised or required by this Agreement, any Authority or Applicable Laws, provided it is necessary to give effect to this Agreement or any matter or thing contemplated under this Agreement, for the operation of the Production Licence or Approvals, and Production Activity or the Recovery Operations.

**Production Licence** means Petroleum Production Licence 7 (L7) granted under the Petroleum Act *[1981 (NT)]* in respect of the Licence Area and includes any renewal, re-grant, re-making, replacement, variation, substitution or extension of the said production licence from time-to-time.

**Production Activities** means activities or operations carried out in, or related to, undertaking the recovery, extraction or preservation of Petroleum pursuant to the Production Licence and Approvals in or on the Licence Area, including:

1. mobilisation and accessing the Licence Area;
2. seismic surveying, drilling, geological, geophysical and other exploration and appraisal activities;
3. development, production, gathering, separating, pressure maintenance, dehydrating, heating, treating, processing, handling, transportation, fractionation, storage and distribution and marketing of Petroleum produced or to be produced in or on the Licence Area;
4. design, capacity, installation, operation, maintenance, repair and replacement of all infrastructure and facilities required (including building structures, works or other machinery (whether fixed or mobile) and all other installations or equipment used in doing work under and Authorisation and the construction;
5. use of any Work Site;
6. well shut-in, demobilisation, Rehabilitation, Re-vegetation and decommissioning; and
7. any other thing authorised or required by this Agreement, any Authority or Applicable Laws, provided it is necessary to give effect to this Agreement or any matter or thing contemplated under this Agreement, for the operation of the Production Licence or Approvals, any Production Activity or the Recovery Operations.

**Approvals** means:

- (a) any Authorisation, other than the Production Licence, to the extent it applies to land or waters within the Licence Area; and
- (b) the grant, renewal, assignment or substitution of any such Authorisation (including the Production Licence),

which is necessary for, or reasonably incidental to, the Recovery Operations or the Pipeline Licence.

**Recovery Operations** means activities and operations for the recovery, extraction or preservation of Petroleum pursuant to the Production Licence and Approvals in or on the Licence Area and all Production Activities.

**Attachments to the entry**

[DI2020\\_002 Annexure A - Location Map.pdf](#)