



Extract from Register of Indigenous Land Use Agreements

NNTT number	WI2025/008
Short name	Second ILUA - Tjiwarl and Nickel West Comprehensive Agreement
ILUA type	Body Corporate
Date registered	15/12/2025
State/territory	Western Australia
Local government region	Shire of Leonora, Shire of Wiluna

Description of the area covered by the agreement

5.1 ILUA Area

(a) In addition to its effect as a contract between the parties concerning its subject matter, this document is intended to be Registered and have effect as a Body Corporate ILUA in respect of the ILUA Area.

(b) The **ILUA Area** means the area identified in Schedule 1.

ILUA Area is defined in clause 5.1(b).

Registered means that details of this document appear on the Register; and **Registration** has a corresponding meaning.

[A description and map of the ILUA Area is contained in Schedule 1 of the agreement. Attachment D of the application also provides a clearer map of the ILUA Area. A copy of Schedule 1 and Attachment D 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 approximately 1,111 sq km and is located in the vicinity of Leinster, about 31 km south of Wiluna.]

Parties to agreement

Applicant

Party name	BHP Nickel West Pty Ltd (ACN 004 184 598) (Nickel West)
Contact address	c/- King and Wood Mallesons Level 30 QV1 Building 250 St Georges Terrace Perth WA 6000

Party name	BHP Yakabindie Nickel Pty Ltd (ACN 002 940 589) (BHP Yakabindie Nickel)
Contact address	c/- King and Wood Mallesons Level 30 QV1 Building 250 St Georges Terrace Perth WA 6000

Party name	Tjiwarl (Aboriginal Corporation) RNTBC (ICN 8628, ABN 13 432 713 088) (Tjiwarl AC)
Contact address	Unit 6 524 Abernethy Road Kewdale WA 6105

Period in which the agreement will operate

Start date	not specified
End Date	not specified

3.1 Commencement

- (a) Subject to clause 3.1(b) this document commences on the Commencement Date.
(b) Clauses 10.3, 10.4, 10.5, 10.6 and Part 4 of this document have no force or effect unless and until the details of this document are entered on the Register.

3.2 Termination

This document terminates on the earlier of:

- (a) termination of the Comprehensive Agreement;
(b) the agreement in writing of Nickel West and Tjiwarl AC; or
(c) if the document is Registered, and subsequently removed, the removal of this document from the Register.

Commencement Date means the later of:

- (a) the date on which this document is signed by all the parties, which in the absence of manifest error shall be taken to be the date inserted above the parties' names on page 4 of this document; and
(b) the commencement of the Comprehensive Agreement.

Comprehensive Agreement means the deed described as the Comprehensive Agreement between the Parties originally dated 1 November 2018 and as amended by the Deed of Amendment and Restatement Tjiwarl Comprehensive Agreement executed contemporaneously with this document.

Register, as a noun, means the Register of Indigenous Land Use Agreement.

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

10.3 Consent to future acts - Native Title Act section 24EB

For the purposes of section 24EB(1) of the Native Title Act, the parties consent to all acts covered by this document to the extent they involve future acts in the ILUA Area without conditions but in accordance with this document.

10.4 The non-extinguishment principle applies - Native Title Act section 24EB(3)

The non-extinguishment principle applies to all acts covered by this document to the extent that they are in the ILUA Area.

10.5 Right to negotiate does not apply - Native Title Act section 24EB(1)(c)

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, does not apply and is not intended to apply to any act covered by this document in the ILUA Area.

10.6 Restriction on native title compensation -- Native Title Act section 24EB(4)

- (a) Tjiwarl AC and the Tjiwarl Native Title Holders are not entitled to compensation under the Native Title Act in respect of any future acts covered by this document to the extent that they are in the ILUA Area.
(b) Tjiwarl AC and the Tjiwarl Native Title Holders acknowledge and agree that the payments or certain parts of the payments made under Parts 4 and 5 of the Comprehensive Agreement constitute benefits to which native title holders are entitled in respect of any future acts covered by this document to the extent that they are in the ILUA Area.

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

Nickel West is defined in clause 6. **[6 REFERENCES TO NICKEL WEST IN THIS DOCUMENT**

A reference to Nickel West in this document is a reference severally to, as the circumstances require, all, one or some of the Nickel West Entities from time to time (and each obligation expressed to apply to Nickel West applies to each Nickel West Entity only to the extent of that entity's Agreement Interests and Agreement Approvals within the ILUA Area from time to time).]

Tjiwarl AC means Tjiwarl (Aboriginal Corporation) RNTBC (ICN 8628) or any replacement registered native title body corporate in accordance with clause 6.5 of the Comprehensive Agreement.

Tjiwarl Native Title Holders are the persons identified as such under the Comprehensive Agreement from time to time (being each and all of the persons from time to time who are the common law holders of native title pursuant to the Tjiwarl Determination).

Attachments to the entry

[WI2025_008 Schedule 1 ILUA Area.pdf](#)

[WI2025_008 Attachment D - ILUA Area Map.pdf](#)