



Extract from Register of Indigenous Land Use Agreements

NNTT number	WI2025/011
Short name	Nangaanya-ku ILUA
ILUA type	Body Corporate
Date registered	29/04/2026
State/territory	Western Australia
Local government region	Shire of Laverton

Description of the area covered by the agreement

ILUA Area means the area described in Schedule 1, a map of which is in Schedule 2.

[A copy of Schedules 1 and 2 is attached to this ILUA 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 an area of about 9,044 sq km and is located within the Great Victoria Desert, between the townships of Laverton and Warburton.]

Parties to agreement

Applicant

Party name	Commonwealth of Australia acting through the Department of Defence
Contact address	c/- Ashurst Australia Level 10, Brookfield Place Tower 2 123 St Georges Terrace Perth WA 6000

Other Parties

Party name	Barra Parrapi (Aboriginal Corporation) RNTBC (ICN 9571) in its capacity as a Registered Native Title Body Corporate holding Native Title in trust for the Nangaanya-ku native title holders who have capacity to contract as at the Execution Date
Contact address	208 Hay Street Kalgoorlie WA 6430

Period in which the agreement will operate

Start date	not specified
End Date	not specified

21 Terms of this document

21.1 Commencement and termination

Except for clauses Part 1 (Interpretation), 2 (ILUA Area and application), 7 (BPAC), 8 (Capacity of BPAC and BPAC warranties), 16 (Registration of this document as an ILUA), 18 (Force Majeure), 19 (Assignment), 20 (Dispute resolution), 21.1 (Commencement and termination), 22 (Amendment), 23 (Notices), 24 (Confidentiality), 25 (Privacy), 26 (Taxation requirements) and 27 (General) which commence on the Execution Date, this document commences on the Commencement Date and continues until:

- (a) 31 December 2028, unless the Parties agree to extend the term of this document pursuant to clause 21.2;
- (b) the Parties agree in writing to terminate this document;
- (c) Defence elects at its discretion at any time not to proceed with (or not to further proceed with) Defence Activity, and issues a notice of termination to BPAC on that basis, which will be conditional on Defence:
 - (i) relinquishing any Interest obtained by Defence in the ILUA Area for Defence Activity; and
 - (ii) completing any necessary rehabilitation of the parts of the ILUA Area disturbed by Defence as part of Defence Activity, in accordance with the Law, whichever occurs first.

21.2 Option to extend

- (a) The term of this document may be extended on up to 2 occasions, for periods of up to 5 years, in accordance with clause 21.2(b).
- (b) At any time before this document is due to terminate pursuant to clause 21.1(a), the Parties may agree in writing to extend the term.

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

11. Consent to Defence Activity

11.1 Consent to Agreed Acts

The Parties agree with, consent to and support:

- (a) the ongoing access to and use of the ILUA Area by Defence (and, to avoid doubt, Defence Personnel);
- (b) the doing of every Future Act; and
- (c) the Grant or Modification of every:
 - (i) Approval; and
 - (ii) Interest,within the ILUA Area that is required for Defence Activity in compliance with the terms of this document.

11.2 Confirmation of validity of Agreed Acts

BPAC acknowledges that all Agreed Acts are Valid and, to the extent that they conflict with Native Title, prevail and take precedence over any Native Title Rights and Interests.

11.3 BPAC's consent

BPAC agrees that its consent under this document includes not objecting to the Agreed Acts.

11.4 Grant of the right includes its exercise

For the avoidance of doubt, the consent to the doing of the Agreed Acts includes consent to the exercise of any right or obligation created by those acts by the person on whom the right or obligation is conferred.

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

- (a) Each Party acknowledges and agrees that the Agreed Acts may be or may comprise Future Acts to which the provisions of Part 2, Division 3 of the Native Title Act may apply.
- (b) 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):
 - (i) without conditions but in accordance with this document; and
 - (ii) with the intent that such statement of consent satisfies the requirements of section 24EB(1)(b) of the Native Title Act in respect of each Agreed Act.
- (c) For the avoidance of doubt, the consent in clause 17.4(b) includes consent to the doing of any and all things ancillary to the doing of the Agreed Acts, with the intent that such statement of consent satisfies the requirement of section 24EB(1)(b) of the Native Title Act in respect of each of those things.

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

- (a) The Right to Negotiate Procedure does not apply to any of the Agreed Acts, with the intent that such statement satisfies the requirement of section 24EB(1)(c) of the Native Title Act.
- (b) For the avoidance of doubt, no other procedural requirements in Part 2 Division 3 of the Native Title Act apply to the Agreed Acts.

17.6 Validity of Future Acts - Native Title Act sub-section 24EB(2)

The Parties acknowledge that section 24EB(2) of the Native Title Act applies to all Agreed Acts that are done when this document is on the Register of Indigenous Land Use Agreements, so that those Future Acts will be Valid to the extent they affect Native Title within the ILUA area. To avoid doubt, this statement confirms the effect of the Native Title Act and is not intended to confine the effect of this document in relation to acts that are not expressly referred to in this clause.

Agreed Act refers to a thing or things agreed to, consented to or supported under clause 11.1.

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 but does not include any consent or authorisation under section 16 or section 18 of the Aboriginal Heritage Act.

BPAC means Barra Parrapi (Aboriginal Corporation) RNTBC (ICN 9571).

Commencement Date means the Registration Date.

Defence means the Commonwealth of Australia represented by the Department of Defence.

Defence Activity means all activities, works and operations which may be undertaken for or incidental to military training, assessment or test and evaluation initiatives, including camp accommodation, fencing, telecommunications equipment, roads, materiel launch and impact, landing and embarkation grounds, in the ILUA Area (but not including the use of projectiles containing high-explosive warheads). For the avoidance of doubt, Defence Activity includes both High Impact Defence Activity and Low Impact Defence Activity.

Defence Area means an area the subject of a declaration in accordance with section 58 of the *Defence Regulation 2016* (Cth), within the ILUA Area.

Defence Personnel means the officers and employees of Defence.

Dispute means any dispute or difference between BPAC and Defence arising out of, relating to or in connection with this document, including any dispute or difference as to the formation, validity, existence or termination of this document.

Execution Date means, where all Parties to this document have executed this document:

- (a) the date on the page marked "1" in the footer of this document (being the page on which the Recitals commence); or
- (b) where there is no date on the page marked "1" in the footer of this document (being the page on which the Recitals commence), the date on which this document is taken to have been signed by the last person required to do so.

Future Act has the meaning given in the Native Title Act.

Government Agency means any Commonwealth, state or local government, Parliament or any department authority or government agency, board, court or instrumentality, Minister or other person having authority or delegation to act on behalf of any of those entities or government, including the Crown in right of the State, Crown in right of the Commonwealth, the Governor, the Governor in Council and the Governor-General.

Grant means grant, dedicate, proclaim, vest, place, extend, renew, re-grant or re-make.

ILUA means an Indigenous Land Use Agreement.

Interest means any legal or equitable interest in land or waters reasonably required for Defence Activity whether granted before, on or after the Commencement Date, and includes:

- (a) a declaration of a Defence Area; and
- (b) any licence granted under section 91 of the LA Act.

LA Act means the *Land Administration Act 1997* (WA).

Law means:

- (a) legislation, including regulations, by-laws, orders, awards and proclamations with which a Party is legally required to comply;
- (b) common law and equity (if applicable); and
- (c) government or judicial requirements, guidelines, consents, certificates, licences, permits and approvals (including

conditions in respect of those consents, certificates, licences, permits and approvals) with which a Party is legally required to comply.

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

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

Native Title has the meaning given in the Native Title Act.

Native Title Rights and Interests has the meaning given in the Native Title Act.

Registered means that an ILUA appears on the Register of Indigenous Land Use Agreements, and **Registration** has a corresponding meaning.

Right to Negotiate Process or Procedure means the process set out in Subdivision P of Division 3 of Part 2 of the Native Title Act.

State means the State of Western Australia.

Valid has the meaning given in the Native Title Act.

Attachments to the entry

[WI2025_011 Schedule 1 - Description of ILUA Area.pdf](#)

[WI2025_011 Schedule 2 - Map of ILUA Area.pdf](#)