



Extract from Register of Indigenous Land Use Agreements

NNTT number	WI2026/001
Short name	Nyamal Renewable Energy Project ILUA
ILUA type	Body Corporate
Date registered	06/07/2026
State/territory	Western Australia
Local government region	Shire of East Pilbara, Town of Port Hedland

Description of the area covered by the agreement

The **Agreement Area** means the Determination Areas being the land particularly described in Part 1 of Schedule 1 and as depicted on the map in Part 2 of Schedule 1.

Agreement means this document, including the recitals and schedules, as amended from time to time by agreement in writing by the Parties.

Determination Areas means the areas over which Nyamal People have been determined to hold native title (or would have held native title but for extinguishment of native title) as set out in the Nyamal Determinations.

Nyamal Determinations means the determinations of native title in favour of the Nyamal People made by the Federal Court in:

- (a) Nyamal #1 (*Allen on behalf of the Nyamal People #1 v State of Western Australia* [2019] FCA 1570);
- (b) Nyamal #10 (*Eaton on behalf of the Nyamal People #10 v State of Western Australia* [2019] FCA 1571);
- and
- (c) the Nyamal portion of the Nyamal Palyku Proceeding (*The Nyamal Palyku Proceeding (No 8)* [2024] FCA 11).

Nyamal People means all the persons who are identified in the Nyamal Determinations as the common law holders of native title rights and interests in the Determination Areas, whose rights and interests are held on trust by NAC.

Parties means all parties to this Agreement and their respective successors and permitted assigns.

[A copy of Schedule 1 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 32,587 sq km and is located approx. 21 km south east of Port Hedland in the area surrounding Marble Bar.]

Parties to agreement

Applicant

Party name	Nyamal Aboriginal Corporation RNTBC (ICN: 8770) (NAC)
Contact address	7 Wedge Street Port Hedland WA 6721

Party name	Nyamal Energy Pty Ltd (ACN: 690 368 257) (Proponent)
Contact address	7 Wedge Street Port Hedland WA 6721

Other Parties

Period in which the agreement will operate

Start date	12/12/2025
End Date	not specified

16. Term and Termination

(a) This Agreement commences on the Commencement Date.

(b) This Agreement:

(i) may be terminated automatically by mutual agreement of the Parties in writing;

(ii) may be terminated in accordance with general law; and

(iii) will terminate if the Proponent or any assignee has not been granted any REP Tenure within 10 years of the date of this Agreement.

(c) Upon termination of this Agreement the rights and obligations of the Parties will cease except for:

(i) any obligations arising or rights accrued prior to termination or as a result of an existing breach of this Agreement; and

(ii) any obligations which are expressed to continue in accordance with the terms of this Agreement.

(d) Clauses 7 (Cultural Heritage), 11 (Compensation Release), 15 (Consensus Building) and 17 (Confidentiality & Disclosure) shall survive termination of this Agreement.

(e) Termination of this Agreement is without prejudice to any accrued rights or obligations.

(f) Upon termination of this Agreement the Parties must write to the Registrar of the National Native Title Tribunal to request that the Agreement is removed from the Register of Indigenous Land Use Agreements.

Agreed Acts has the meaning given to that term in clause 6(a).

Commencement Date means the date on which this Agreement is executed by all Parties.

Commercial Development Agreement means an agreement entered into by the Proponent and a Commercial Partner to develop a REP, the terms of which must be approved by NAC.

Commercial Partner means a third-party commercial entity who enters into a Commercial Development Agreement with the Proponent.

Project SPV means an entity or entities which the Proponent and a Commercial Partner agree under a Commercial Development Agreement will develop and undertake a REP (including Agreed Acts).

REP means undertaking feasibility studies, developing, constructing, operating, maintaining, repairing, replacing and/or owning utility scale renewable energy generation, energy storage, energy transmission, energy production or related activities or infrastructure projects by the Proponent (by itself, together with Commercial Partners or through a Project SPV) in the Agreement Area.

REP Tenure means all:

(a) tenure including access authorities, consents, permits, leases, easements, covenants, notifications, licences, mining tenements or other authorisations in respect of which the Proponent or a Project SPV presently has, or acquires, a right, title or interest, and includes any extension, renewal, variation or re-issue of the same; and

(b) applications for any of the tenure referred to in paragraph (a) above in respect of which the Proponent or a Project SPV is currently, or is in the future, an applicant,

required for the REP by the Proponent or a Project SPV within the Agreement Area.

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

6. Consent

(a) In consideration of the obligations and undertakings of the Proponent under this Agreement and subject to clause 6(f), the NAC consents and agrees to:

- (i) the Grant, maintenance of, and access to the REP Tenure;
- (ii) any Approval necessary or desirable to conduct the REP Activities; and
- (iii) the REP Activities,

(Agreed Acts).

(d) The NAC agrees that the consent given under clause 6(a) includes consent to the doing of Agreed Acts:

(i) in favour of the Proponent and any Project SPV; and

(ii) in favour of persons other than the Proponent and a Project SPV, including Related Bodies Corporate of the Proponent and a Project SPV and other third parties participating in the REP Activities, provided that:

A. any Agreed Act done in favour of any such person or third party pursuant to this Agreement will only confer such rights as necessary or desirable for the conduct of REP Activities; and

B. the person or third party must not use the rights conferred under any Agreed Act for any purpose that is not in connection with REP Activities without the written consent of the NAC;

(iii) the consents and rights given under 6(a) to scale renewable energy and related infrastructure projects within the Agreement Area are exclusive; and

(iv) it will not enter into any other ILUA or vary any existing ILUA which permits the development of a competing large scale renewable energy project by a third party without the written consent of the Proponent.

(e) The NAC agrees to do all acts or things necessary, convenient or desirable to be done to give effect to the consents or agreements provided in clause 6(a), as soon as reasonably practicable.

(h) Each Party consents to the grant of REP Tenure, Approvals and the conduct of REP Activities with the intent that such statement of consent satisfies the requirements of section 24EB(1)(b) of the NTA.

(i) For the avoidance of doubt, the Parties agree that the consent in clause 6(h) includes consent to the doing of any and all things ancillary to the grant of REP Tenure and Approvals with the intent that such statement of consent satisfies the requirements of section 24EB(1)(b) of the NTA in respect of those things.

(j) The Parties agree that the Right to Negotiate Procedure does not apply to the grant of REP Tenure, Approvals or the conduct of REP Activities with the intent that such statement satisfies the requirement of section 24EB(1)(c) of the NTA.

Approval includes any approval, consent, exemption, licence, or permit, however described from any Government Authority that relates to the REP.

Government Authority means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, regulatory body, department, government Minister, commission, authority, tribunal, agency or entity whether local, State or Federal.

Grant includes grant, renew, extend, re-grant and re-make.

Law includes any constitution or provision, treaty, decree, convention, statute, Act, regulation, rule, ordinance, code, proclamation, subordinate legislation, delegated legislation, by-law, judgment, rule of common law or equity, rule, ruling or guideline by a competent entity or Government Authority exercising jurisdiction in the relevant matter.

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

Personnel means a Party, any Commercial Partner, any Project SPV and each of their Related Bodies Corporate, and each of their respective officers, employees, agents, contractors, sub-contractors and invitees.

Related Body Corporate has the meaning given to this term by section 9 of the *Corporations Act 2001* (Cth).

REP Activities means all activities that may be lawfully done pursuant to the REP Tenure.

State means the Crown in right of the State of Western Australia and includes any State government departments, agencies of the Crown in right of the State of Western Australia, state instrumentalities, Ministers and any body that

is established or continued for a public purpose by an Act of the Parliament of Western Australia (including body corporate Ministers), and includes any employee, officer, contractor or agent of any of them.

Attachments to the entry

[WI2026_001 Schedule 1 - Description and Map.pdf](#)