



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	SI2024/003
<b>Short name</b>	Middleback ILUA
<b>ILUA type</b>	Body Corporate
<b>Date registered</b>	29/10/2024
<b>State/territory</b>	South Australia
<b>Local government region</b>	The Corporation of the City of Whyalla, Pastoral Unincorporated Area, The DC of Franklin Harbour, UIA Whyalla

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## Description of the area covered by the agreement

Clause 1.1 of the agreement describes the area of the agreement as follows:

**Agreement Area** means:

(a) the area also known as the Middleback Ranges, bounded in yellow on Map 1 in Schedule 1, located within the following co-ordinates:

Longitude	Latitude
137° 2'34.36" E	33° 20' 6.71" S
137° 1'40.20" E	32° 40' 49.68" S
137° 16'51.50" E	32° 40' 34.02" S
137° 17' 52.40" E	33° 19' 50.66" S

; and

(b) the existing infrastructure corridor land, comprised of the Slurry Pipeline, being 50 metres wide and approximately 62 kilometres long as marked in white on Map 1 in Schedule 1.

[A further description and additional maps of the agreement area are provided in the document attached to this entry and titled '**Area Agreement - Additional Information**'. A copy of Schedule 1 of the agreement is also attached to this entry.

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 1,726 sq km and is located in the vicinities of Whyalla and Iron Knob.]*

## Parties to agreement

*Applicant*

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<b>Party name</b>	OneSteel Manufacturing Pty Ltd ABN 42 004 651 325 (OneSteel)
<b>Contact address</b>	c/- HWL Ebsworth Lawyers Level 14, 83 Pirie Street Adelaide SA 5000

**Party name** Barngarla Determination Aboriginal Corporation RNTBC (BDAC)  
**Contact address** c/- Norman Waterhouse Lawyers  
GPO Box 639  
Adelaide SA 5001

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**Period in which the agreement will operate**

**Start date** not specified  
**End Date** not specified

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**2.1 Commencement**

(a) Subject to clause 2.1(b), this Agreement commences on the Agreement Date.

(b) Clauses within this Agreement which concern the Validation of certain OneSteel Activities pursuant to the NTA come into effect on the date the Agreement is Registered in accordance with clause 12 [Registration of this Agreement].

**2.2 Term**

Subject to the provisions in this Agreement providing for early termination of this Agreement, this Agreement terminates on the later of the following two dates:

(a) the date on which OneSteel Activities (including rehabilitation and any New OneSteel Activities) have permanently ceased on or in the Agreement Area; or

(b) the date on which there is no longer a Mining Authority in force in which OneSteel, a OneSteel Agent, or a Transferee as defined in clause 20.2 [Transfer, Assignment or Novation by OneSteel], has an interest.

**Agreement** means this document [Middleback Indigenous Land Use Agreement] and the agreement contained in this document, including any document referred to in this document as an appendix or a schedule and appended to, or otherwise clearly identified as part of, this document.

**Agreement Date** means the day this Agreement is signed by the last Party to this Agreement.

**BDAC** Barngarla Determination Aboriginal Corporation RNTBC

**Business Days** means a day that is not a Saturday, Sunday or public holiday in South Australia.

**ILUA Register** means the register of Indigenous Land Use Agreements established and maintained under Part 8A of the NTA.

**Indenture Acts** means:

(a) *Broken Hill Proprietary Company's Indenture Act 1937 (SA)*;

(b) *The Broken Hill Proprietary Company Limited's Hummock Hill to Iron Knob Tramways and Jetties Act 1900 (SA)*;

(c) *Hummock Hill to Iron Knob Tramway Extension Act 1927 (SA)*; and

(d) *Whyalla Steel Works Act 1958 (SA)*.

**Mining Act** means the *Mining Act 1971 (SA)*.

**Mining Authority** means any mineral authority, tenement, tenure or other grant made pursuant to the Mining Act within the Agreement Area including any lawful renewal, extension, amalgamation, variation or substitution.

**Native Title** has the same meaning as that same term in section 223 of the NTA.

**Native Title Laws** means any law applicable from time to time in South Australia relating or applying to Native Title, including the NTA and the NT(SA) Act.

**New OneSteel Activity** means a OneSteel Activity which commences after the Agreement Date within the Agreement Area.

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

**NT(SA) Act** means the *Native Title (South Australia) Act 1994 (SA)*.

**OneSteel Activity** means any and all acts and activities of any kind undertaken, being undertaken or to be undertaken by OneSteel (or by any OneSteel Agent) within the Agreement Area before or after the Agreement Date, and any OneSteel Interests related thereto, and includes any of the following:

- (a) all mineral and metal exploration (including proving up activities), mining and mining rehabilitation operations permitted or required pursuant to, or by, the Mining Act;
- (b) all mineral processing and treatment (including milling, concentration, refining and smelting), operations, facilities, works, infrastructure and activities wholly or partly for the purpose of, directly associated with or directly in connection with the mining operations referred to in paragraph (a) of this definition, including;
- (i) any electricity power supply, water supply, transport (including by transmission line, rail, pipeline or road) and accommodation infrastructure;
- (ii) any quarrying; and
- (iii) anything done or allowed to be done or capable of being done in accordance with the Indenture Acts;
- (c) the planning, design, operation, decommissioning and rehabilitation of all of the things described above in paragraph (b) of this definition;
- (d) all expansions and developments of and changes to any of the things described above in paragraph (b) of this definition;
- (e) anything directly or indirectly relating to, or incidental to, any of the activities or matters referred to in paragraphs (a) to (d) inclusive of this definition.

**OneSteel Agent** means any OneSteel Nominee and any of OneSteel's contractors, subcontractors, assignees and employees, and/or the grantee party or holder of any OneSteel Interests pursuant to the Indenture Acts.

**OneSteel Interests** means any legal or equitable interest held by or granted to OneSteel or any OneSteel Agent within the Agreement Area including any interests granted under the Mining Act, the Indenture Acts or any other applicable legislation.

**OneSteel Nominee** means:

- (a) any related entities who (in whole or in part) contract, subcontract, lease, sub-lease, transfer, or obtain access rights, in any of OneSteel's rights or its obligations or both in the Agreement Area including any party to whom OneSteel assigns, subleases or transfers any interest in this Agreement, in any mining tenement or in any other OneSteel Interest held by OneSteel in relation to the Agreement Area; and
- (b) any other party howsoever deriving rights and/or obligations originating with OneSteel or any related party entity, in the Agreement Area.

**Register** in relation to this Agreement means to enter details of this Agreement on the ILUA Register (established and maintained pursuant to Part 8A of the NTA) and Registered and Registration have a corresponding meaning.

**Valid** means valid for the purpose of Native Title Law.

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

### **4.3 Validity and consent to doing of New Future Acts - NTA sub-section 24EB(1)**

- (a) For the purpose of all Native Title Laws including section 24EB(1) of the NTA, BDAC and the Barnjarla People consent to the doing of all New Future Acts, without conditions and such New Future Acts will be Valid.
- (b) The Parties acknowledge that the consents and Validation conferred under this ILUA apply in relation to the statutory rights conferred on the Parties under any legislation.
- (c) The Parties agree that this Agreement constitutes an agreement in relation to each OneSteel Activity for the purposes of all laws of the State including Part 9B of the Mining Act.

### **4.4 Rights to negotiate do not apply - NTA sub-section 24EB(1)(c) and Mining Act sections 63F and 63H**

The following do not apply to any OneSteel Activity or OneSteel Interest granted prior to this Agreement or any New Future Act:

- (a) Sub-division P of Division 3, Part 2 of the NTA;

- (b) Sub-divisions K and M of Division 3, Part 2 of the NTA;
- (c) any alternative State provisions in effect under section 43 or 43A of the NTA, including Part 9B of the Mining Act; and
- (d) any other procedures that may apply under section 26A of the NTA.

#### **4.5 Validation of Existing Future Acts - NTA section 24EBA and NT(SA) Act section 32B**

For the purposes of section 24EBA of the NTA and section 32B of the NT(SA) Act, to the extent that any Existing Future Act is invalid because of Native Title (if at all), each of those Existing Future Acts is Validated to that extent by this Agreement.

#### **5.2 Consent, Approval and Authorisation**

Subject to OneSteel complying with its obligations under this Agreement, BDAC approves:

- (a) the doing of all OneSteel Activities;
- (b) the doing of all New OneSteel Activities; and
- (c) any Permitted Activity.

#### **10.2 No other Procedural Rights**

(a) Subject to clause 10.1 [Notification], and to the maximum extent permitted by law, this Agreement discharges any obligation on OneSteel, including any OneSteel Agents in relation to all Procedural Rights conferred on BDAC as a consequence of Native Title Law or any other law, within the Agreement Area.

(b) For the avoidance of doubt, the right to negotiate as contained in the NTA and in Part 9B of the Mining Act, any notice obligations required by the Mining Act and any other Procedural Rights subject of OneSteel statutory obligations in connection with any Future Act are hereby expressly excluded.

**Aboriginal Heritage Act** means the *Aboriginal Heritage Act* 1988 (SA).

**Approved Land** means any area of land which, with or without conditions, is subject of:

- (a) a New Heritage Approval; or
- (b) a Previous Heritage Approval (as shown in the maps at Schedule 1); or
- (c) an authorisation or agreement in accordance with the Aboriginal Heritage Act.

**Barnjarla People** means the native title holders in Croft on behalf of the *Barnjarla Native Title Claim Group v State of South Australia (No 2)* [2016] FCA 724.

**Existing Future Act** means all OneSteel Activities that are Future Acts done before the Agreement Date within the Agreement Area, which for the avoidance of doubt, includes any Future Acts done pursuant to or recognised by the Previous Middleback ILUA.

**Future Act** has the same meaning as that same term in section 233 of the NTA.

**Heritage Survey** means a heritage survey undertaken pursuant to the provisions of this Agreement or in accordance with, or recognised by, the Previous Middleback ILUA.

**Heritage Survey Protocol** means the heritage survey protocol set out at Schedule 3.

**Native Title Interests** has the same meaning as “native title rights and interests” has in section 223 of the NTA

**New Future Act** means a Future Act undertaken within the Agreement Area arising out of any OneSteel Activity or New OneSteel Activity after the Agreement Date, including the grant of any OneSteel Interest.

**New Heritage Approval** means:

- (a) an approval given by BDAC to undertake activities (including OneSteel Activities) without damaging, disturbing or interfering with Aboriginal heritage in accordance with the Heritage Survey Protocol; or
- (b) an authorisation or agreement to undertake activities (including OneSteel Activities) in accordance with the Aboriginal Heritage Act.

**Party** means a party to this Agreement.

**Permitted Activity** means any or all of the following activities occurring within the Agreement Area:

- (a) aerial surveys;
- (b) geological and surveying field work;
- (c) sampling by hand methods (excluding rock chipping of rock formations of significant size and characterisation);
- (d) ground-based geophysical surveys;
- (e) environmental monitoring rehabilitation and restoration; and
- (f) other ancillary non-destructive activities associated with the activities set out in clauses (a) to (e);

**Previous Heritage Approval** means:

- (a) approval given in accordance with, or recognised by, the Previous Middleback ILUA in relation to Previously Cleared Land as defined in the Previous Middleback ILUA;
- (b) the authorisation granted to OneSteel on 17 November 2012 under section 23 of the Aboriginal Heritage Act, as depicted in the maps at Schedule 1.

**Previous Middleback ILUA** means the agreement entered into by OneSteel Manufacturing Pty Ltd and the Barngarla Claimants dated 4 June 2013 and Registered on 22 November 2013.

**Procedural Rights** has the same meaning as that same term in section 253 of the NTA.

**State** means the state of South Australia.

#### **Attachments to the entry**

[SI2024\\_003 Schedule 1 Maps.pdf](#)

[SI2024\\_003 Agreement Area - Additional Information.pdf](#)