



Extract from Register of Indigenous Land Use Agreements

NNTT number	WI2024/004
Short name	Nyamal Aboriginal Corporation Conservation Estate ILUA
ILUA type	Body Corporate
Date registered	02/07/2024
State/territory	Western Australia
Local government region	Shire of East Pilbara

Description of the area covered by the agreement

3.1 ILUA Agreement Area

This Agreement applies to the ILUA Agreement Area for the purposes of section 24BC of the Native Title Act.

ILUA Agreement Area means the area comprising:

- (a) the Geoheritage Nature Reserves Area;
 - (b) the Meentheena National Park Area; and
 - (c) the Meentheena Conservation Park Area,
- and which areas are within the Determination Area. The **ILUA Agreement Area** is shown, for identification purposes, on the Map in Schedule 1.

Geoheritage Nature Reserves Area means the areas identified in Item 1 of Schedule 2 and, for ease of reference only, shown on the Map in Schedule 1.

Meentheena Conservation Park Area means the land identified in Item 3 of Schedule 2 and, for ease of reference only, shown on the Maps in Schedules 1 and 3.

Meentheena National Park Area means the land identified in Item 2 of Schedule 2 and, for ease of reference only, shown on the Maps in Schedules 1 and 3.

[A copy of Schedules 1, 2 & 3 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 approx. 2,034 sq km and is located approx. 100 km south east of Port Hedland in the area surrounding Marble Bar area.]

Parties to agreement

Applicant

Party name	The State of Western Australia
Contact address	c/- State Solicitor's Office David Malcolm Justice Centre 28 Barrack Street Perth WA 6000

Other Parties

Party name Chief Executive Officer of the Department of Biodiversity, Conservation and Attractions
Contact address Department of Biodiversity, Conservation and Attractions
17 Dick Perry Avenue
Kensington WA 6151

Party name Conservation and Parks Commission
Contact address Department of Biodiversity, Conservation and Attractions
17 Dick Perry Avenue
Kensington WA 6151

Party name Minister for Lands
Contact address 140 William Street
Perth WA 6000

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

Period in which the agreement will operate

Start date not specified

End Date not specified

5.1 Force and effect of this Agreement

(a) This Agreement, other than those provisions referred to in subclause (b), only has force and effect from the Commencement Date.

(b) Clauses 1, 2, 3, 4, 5, 6, 18, 20, 21, 22, 23, 24, 25, 26, 27 and 28 have force and effect from the Execution Date.

5.2 Term

Subject to clause 5.3, this Agreement continues indefinitely.

5.3 Termination

This Agreement shall terminate only on the occurrence of the following events, whichever is the first to occur (the **Termination Date**);

(a) the Agreement ceasing under clause 4.7;

(b) all Parties agree in writing to end the Agreement;

(c) the Determination is revoked in accordance with the Native Title Act;

(d) the Agreement is removed from the Register of Indigenous Land Use Agreements by the Native Title Registrar in accordance with section 199C of the Native Title Act; or

(e) a Replacement Agreement comes into effect in accordance with clause 19.5(b).

5.4 No other termination

Except as otherwise provided in clause 5.3, no Party is entitled to terminate this Agreement for any reason, including by reason of breach or repudiation of this Agreement by any Party.

19.5 Replacement or Variation

If the Parties replace this Agreement or amend or vary this Agreement in a way that the Parties agree requires registration (**Replacement Agreement**), the Parties must:

(a) comply with clause 4 of this Agreement in relation to the Replacement Agreement;

(b) terminate this Agreement after registration of the Replacement Agreement; and

(c) advise the Native Title Registrar in writing in accordance with section 199C(1)(c)(ii) of the Native Title Act.

Commencement Date means the date on which this Agreement is registered on the Register of Indigenous Land Use Agreements pursuant to section 24BI of the Native Title Act.

Determinations means the determinations by the Federal Court of Australia in *Allen on behalf of the Nyamal People #1 v State of Western Australia [2019] FCA1570* and *Eaton on behalf of the Nyamal People #10 v State of Western Australia [2019] FCA 1571* that native title exists over specified land and waters.

Execution Date means the date on which this Agreement is finally executed by all of the Parties to it.

Replacement Agreement has the meaning given to that term in Clause 19.5.

Termination Date means has the meaning given to that term in clause 5.3.

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

7. CONSENT TO FUTURE ACTS

7.1 Future Acts in ILUA Transactions

Each Party acknowledges and agrees that the ILUA Transactions contemplated in this clause 7 comprise future acts (**Future Acts**) to which Part 2, Division 3 of the Native Title Act may apply and that consent to the ILUA Transactions under this clause 7 includes the grant of consent to such Future Acts.

7.2 Consent to Future Acts

(a) Each Party irrevocably consents to the following ILUA Transactions in respect of the ILUA Agreement Area:

(i) the Meentheena National Park ILUA Transaction;

(ii) the Meentheena Conservation Park ILUA Transaction; and

(iii) the Geoheritage Nature Reserves ILUA Transaction,

(each an **ILUA Transaction**), 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 them.

(b) The consents in subclause (a) of this clause include consent to the doing of every act comprised in the ILUA Transactions to the extent such requirement is applicable to such act, and any and all things ancillary to the doing of the ILUA Transactions, with the intent that such statement of consent satisfies the requirement of section 24EB of the Native Title Act in respect of each future act comprised in the ILUA Transactions.

7.3 Agreement to Future Acts includes exercise of rights

(a) Without limiting clause 7.2, the Parties acknowledge that the consent to the Future Acts includes consent to the

doing of all acts involved in effecting the ILUA Transactions, including:

- (i) classification of the national park reserves and nature reserves as “Class A” by order under section 42 of the Land Administration Act, if required;
- (ii) the grant, issue or creation, from time to time, of any Tenure over the ILUA Agreement Area;
- (iii) the exercise of any power, duty or right or the discharge of any obligation, now and in the future, under:
 - (A) Conservation and Land Management Legislation and the Biodiversity Conservation Act and any regulations made under those Acts; and
 - (B) any Tenure;
- (iv) the exercise, now and in the future, of the various powers and functions under the Conservation and Land Management Legislation and the Biodiversity Conservation Act and any regulations made under those Acts, including the preparation and approval of any management plans; and
- (v) the exercise of any power, duty or right or the discharge of any obligation, now and in the future, that arises under the Land Administration Act or other applicable legislation as a consequence of the land comprising a national park, nature reserve, conservation park or marine park.

7.4 Requirements of section 24EB(1)(b) of the Native Title Act

The Parties agree that each statement of consent in clauses 7.2 and 7.3 is intended to satisfy the requirement of section 24EB(1)(b) of the Native Title Act.

8.4 No Native Title Act procedures required

(a) In respect of the ILUA Agreement Area if any of the Future Acts are acts to which the Right to Negotiate or any other future act procedure under Division 3 of Part 2 of the Native Title Act (other than Subdivision B) would, apart from this Agreement apply, the Right to Negotiate and those other future act procedures do not apply to the Future Acts and those acts are valid pursuant to this Agreement.

(b) The Parties intend that the statement in subclause (a) satisfies the requirements of section 24EB(1)(c) of the Native Title Act.

Agreement means this Agreement and includes the Schedules and their Annexures.

Biodiversity Conservation Act means the *Biodiversity Conservation Act 2016* (WA).

Conservation and Land Management Act or **CALM Act** means the *Conservation and Land Management Act 1984* (WA).

Conservation and Land Management Legislation means the Conservation and Land Management Act and the *Conservation and Land Management Regulations 2002* (WA).

Future Acts has the meaning given in clause 7.1.

Geoheritage Nature Reserves ILUA Transaction means:

- (a) the Reservation of the Geoheritage Nature Reserves Area for the purposes of nature reserve for the “conservation of flora and fauna”, including by a change of purpose under section 51 of the Land Administration Act of any existing reserve to the purposes of a nature reserve for the “conservation of flora and fauna”, and the classification of such land under section 42 of the Land Administration Act as “Class A” reserve, to which the CALM Act will apply by its sections 5(1)(d) and 7(2); and
- (b) the Joint Vesting of the Reserve or Reserves in the Geoheritage Nature Reserves Area in the Commission and NAC as provided for in sections 8AA(4) of the Conservation and Land Management Act.

ILUA Transactions has the meaning give[sic] in clause 7.2.

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

Meentheena Conservation Park ILUA Transaction means:

- (a) the Reservation of the Meentheena Conservation Park Area for the purposes of a “conservation park”, to which the CALM Act will apply by its sections 5(1)(ca) and 7(2a); and
- (b) the Joint Vesting of the of the[sic] Reserve or Reserves in the Meentheena Conservation Park Area in the Commission and NAC, as provided for in sections 8AA(4) of the Conservation and Land Management Act.

Meentheena National Park ILUA Transaction means:

- (a) the Reservation of the Meentheena National Park Area for the purposes of “national park” and the classification of such land under section 42 of the Land Administration Act as “Class A” reserve, to which the CALM Act will apply by its sections 5(1)(c) and 7(2); and
- (b) the Joint Vesting of the Reserve or Reserves in the Meentheena National Park Area in the Commission and NAC as provided for in sections 8AA(4) of the Conservation and Land Management Act.

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

Party means a party to this Agreement and **Parties** means two or more of them as the context requires.

Reserve means land, or land and waters, that has been reserved and to which the Conservation and Land Management Act applies within the meaning of its section 5.

Right to Negotiate means the right to negotiate procedure under and for the purposes of Subdivision P of Division

3 of Part 2 of the Native Title Act.

Tenure means any lease, licence, permit or other authority which is granted, issued, created or renewed under the Conservation and Land Management Legislation or the Biodiversity Conservation Act and any regulations made under that Act.

Attachments to the entry

[WI2024_004 Schedule 1 - Map of ILUA Agreement Area.pdf](#)

[WI2024_004 Schedule 2 - Land Descriptions.pdf](#)

[WI2024_004 Schedule 3 - Map Enlargement.pdf](#)