



Extract from Register of Indigenous Land Use Agreements

NNTT number	WI2025/001
Short name	Kimberley Barramundi Expansion Project ILUA
ILUA type	Body Corporate
Date registered	06/05/2025
State/territory	Western Australia
Local government region	Shire of Derby/West Kimberley

Description of the area covered by the agreement

ILUA Area means the land and waters described and depicted in Schedule 1 where Native Title has been determined to exist under the Mayala Determinations.

[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 a combined area of about 8.2 sq km and is located in the waters of the Buccaneer Archipelago, approx. 95 km north of Derby.]

Mayala Claims means, collectively, the Mayala Claimant Application with NNTT file number WC1998/039 and Federal Court file number WAD6255/1998 and the Mayala #2 Claimant Application with NNTT file number WC2018/020 and Federal Court file number WAD466/2018.

Mayala Determinations means the Approved Determinations of Native Title made in relation to parts of the land and waters covered by the Mayala Claims, including the ILUA Area, by the Federal Court in Wiggan on behalf of the Mayala People v State of Western Australia [2018] FCA 1485 on 4 October 2018 (the terms of which came into force and effect as an Approved Determination of Native Title on 25 June 2019) (WCD2018/009) and Davey on behalf of the Mayala #2 Native Title Claim Group v State of Western Australia [2019] FCA 1137 on 25 July 2019 (the terms of which came into force and effect as an Approved Determination of Native Title on 25 July 2019) (WCD2019/007), as amended or varied from time to time.

Mayala People means the persons identified in the Mayala Determinations as the Common Law Holders of Native Title (described more particularly in the Mayala Determinations as the Native Title Holders).

Parties to agreement

Applicant

Party name	Tassal Operations Pty Ltd (ACN 106 324 127)
Contact address	Level 9 1 Franklin Wharf Hobart TAS 7000

Party name Mayala Inninalang Aboriginal Corporation RNTBC (ICN 9067)
Contact address 11 Gregory Street
Broome WA 6725

Period in which the agreement will operate

Start date not specified
End Date not specified

2.1 Commencement

This agreement commences on the Commencement Date.

2.2 Term of the agreement

Subject to earlier termination pursuant to this agreement, the agreement of the Parties or by operation of law, this agreement will terminate:

- (a) on the expiry or surrender of the last of the Aquaculture Tenure; or
- (b) if for any reason this agreement is removed from the ILUA Register by the Native Title Registrar before the termination of this agreement pursuant to clause 2.2(a), the date of its removal.

Aquaculture Lease means a lease Granted pursuant to section 97 of the *Fish Resources Management Act 1994* (WA) for the purpose of aquaculture.

Aquaculture Licence means a licence Granted pursuant to section 92 of the *Fish Resources Management Act 1994* (WA) for the purpose of aquaculture.

Aquaculture Tenure means the grant to Tassal of any one or all of the 7 Aquaculture Leases and Aquaculture Licences sought for the Project, within the external boundaries of the Mayala Determinations.

Commencement Date means the date on which this agreement has been executed by all of the Parties.

Corporations Act means the *Corporations Act 2001* (Cth).

Grant means grant, dedicate, proclaim, vest, place, extend, renew, re-grant or re-make and **Granted** has the corresponding meaning.

ILUA Register means the "Register of Indigenous Land Use Agreements" established under section 199A of the NTA.

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

Native Title Registrar is the Registrar appointed under Part 5 of the NTA and, for the avoidance of doubt, includes a delegate of the Registrar.

Parties means the parties to this agreement.

Project means the Kimberley Barramundi Expansion Project, which involves Tassal exercising its rights under the Aquaculture Tenure, to perform aquaculture and associated activities under or in relation to the Aquaculture Tenure (including the navigation of vessels and the transit of personnel, stock, product, consumables and equipment to, from and between the ILUA Area), and which at the Commencement Date envisages the production of 17,500 tonnes of product across 817 hectares throughout the ILUA Area.

Tassal means Tassal Operations Pty Ltd (ACN 106 324 127) (TOPL) and any "Related Body Corporate" (as defined in the Corporations Act) of TOPL to which TOPL may transfer the whole or any part of its rights, obligations and liabilities under this agreement.

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

6.1 Parties' consent – section 24EB(1)(b) of the NTA

(a) In relation to the ILUA Area, the Parties consent:

- (i) to the Grant of the Aquaculture Tenure and all acts, matters and things in relation to or in connection with the grant of the Aquaculture Tenure;
- (ii) to the Project and the doing of all things ancillary to or in relation to or in connection with the Project, including the navigation of vessels and the transit of personnel, stock, product, consumables and equipment to, from and between the ILUA Area and the Grant of any Project Approvals, subject at all times to Tassal complying with its obligations under this agreement; and

(iii) to the exercise of any rights or discharge of any obligations created by the acts referred to in clauses 6.1(a)(i) and 6.1(a)(ii) by the person on whom the right or obligation is conferred, and agree:

(iv) subject to clause 6.6, not to object to the acts referred to in clauses 6.1(a)(i) and 6.1(a)(ii) or the exercise of the rights and obligations referred to in clause 6.1(a)(iii);

(v) subject to clause 6.6, to do all things, including signing any documents, necessary to give effect to their consent to the acts referred to clauses 6.1(a)(i) and 6.1(a)(ii) or the exercise of the rights and obligations referred to in 6.1(a)(iii); and

(vi) that the statements in clauses 6.1(a)(i) to 6.1(a)(iii) are intended to satisfy the requirement of section 24EB(1)(b) of the NTA and section 7(2)(f) of the ILUA Regulations.

(b) For the avoidance of doubt, the Parties consent to an amendment or variation to any Aquaculture Tenure:

(i) to extend the term of the Aquaculture Tenure;

(ii) to permit any renewal of the Aquaculture Tenure;

(iii) to facilitate any Interest that promotes or allows aquaculture and associated activities in relation to the Aquaculture Tenure in the ILUA Area within the contemplation of this agreement; or

(iv) that does not materially change the purpose of the Aquaculture Tenure and only in the case of any amendments or variations to the Aquaculture Tenure which allow or promote aquaculture and associated activities in relation to the Aquaculture Tenure in the ILUA Area within the contemplation of this agreement, and such consent is provided pursuant to clause 6.1(a).

6.4 No Right to Negotiate – section 24EB(1)(c) of the NTA

The Right to Negotiate does not apply to any of the Agreed Acts, with the intent that this statement satisfies the requirement of section 24EB(1)(c) of the NTA and section 7(2)(f) of the ILUA Regulations.

6.6 No obligation to Grant Aquaculture Lease or Aquaculture Licence or other Interests

(a) The Parties agree that the execution of this agreement and its Registration on the ILUA Register do not impose an obligation on the State to Grant the Aquaculture Tenure or any other Interest.

(b) Nothing in this agreement can fetter or control the exercise or fetter or control the timing of the exercise by any person (including a Minister of the State) of a statutory power or discretion otherwise than in accordance with the statute.

Agreed Acts means the acts agreed to and consented to in clauses 6.1(a)(i) to 6.1(a)(iii).

Government Agency means any local, State or Commonwealth government department, agency, instrumentality, Minister and any body, whether corporate or unincorporated, that is established or continued for a public purpose by or under legislation and charged with the administration of any law.

ILUA Regulations means the *Native Title (Indigenous Land Use Agreements) Regulations 2024 (Cth)*.

Interest means each:

(a) legal or equitable interest;

(b) right to occupy, use or traverse land or waters;

(c) right to extract or explore for water;

(d) right to take or manage water;

(e) right, charge, power or licence over or in connection with land or waters; and

(f) any authorisation, permit or licence from any Government Agency in respect of land or waters including aquaculture and associated activities,

Granted to Tassal within the ILUA Area, in relation to or in connection with the Project, other than a leasehold interest or any interest greater than a leasehold interest.

Project Approvals means the Grant to Tassal of any authorisation, approval, consent, licence or permit from any local, State or Commonwealth Government Agency necessary or desirable for the exercise of its rights under Aquaculture Tenure and to perform any operations for the Project.

Registration, Registered and Register means the entry of this agreement by the Native Title Registrar on the ILUA Register.

Right to Negotiate means Subdivision P of Division 3 of Part 2 of the NTA.

State means the State of Western Australia and includes, where the context permits or requires, any State government or governmental, semi-governmental or judicial entity or authority, department, agency, instrumentality, Minister and any body, whether corporate or unincorporated, that is established or continued for a public purpose by or under legislation of the State and any other employee, agent, contractor, consultant or adviser of or to the State or any such department, agency, instrumentality, Minister or body.

Attachments to the entry

[WI2025_001 Schedule 1 - The ILUA Area.pdf](#)