



Extract from Register of Indigenous Land Use Agreements

NNTT number	SI2014/005
Short name	Adnyamathanha Settlement ILUA
ILUA type	Body Corporate
Date registered	10/07/2014
State/territory	South Australia
Local government region	Flinders Ranges District Council, Unincorporated Areas - SA

Description of the area covered by the agreement

Clause 5 describes the Agreement Area as the entirety of the land and waters covered by the Determinations as described in SCHEDULE 1 to this Agreement.

[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:

Agreement covers about 46,530 sq km extending approx. 100 km north and approx. 170 km south of Leigh Creek].

Parties to agreement

Applicant

Party name	Attorney-General for the State of South Australia
Contact address	c/- Crown Solicitor's Office GPO BOX 464 Adelaide SA 5001

Other Parties

Party name	Adnyamathanha Traditional Lands Association
Contact address	c/- Johnston Withers 17 Sturt Street Adelaide SA 5000

Period in which the agreement will operate

Start date	not specified
End date	not specified

4.1 Clauses 8, 9, 10, 11, 24, 26, 27 and 28 of this Agreement commence on the Registration Date and continue indefinitely.

4.2 The remainder of this Agreement commences on the Execution Date and continues indefinitely.

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

9.1 The Parties agree to the validation of all Future Acts (if any) done invalidly by the State, or by any other person whose actions result in a liability for compensation by the State, within the Agreement Area (excluding the land and waters covered by the Parks ILUAs) before the Execution Date.

9.2 All Future Acts validated in accordance with this clause ('Validated Future Acts') are valid and are taken always to have been valid.

10.1 For the purpose of section 24EB NTA, the Parties consent, subject to the condition set down in clause 10.2, to the State doing the acts or activities referred to in clause 12 in the Agreement Area after the Registration Date.

10.2 Following the Registration of this Agreement, the Parties shall comply with the Notification Protocol, as set out in SCHEDULE 4, in relation to all Notifiable Acts.

10.3 The Parties agree that Subdivision P of Part 2 Division 3 of the NTA (which deals with the Right To Negotiate) is not intended to apply to the acts or activities consented to under this Part 4.

12.1 Subject to the conditions set out in this clause, the Adnyamathanha People and the other Parties consent to the doing by the State of, or to any approval given by the State for the doing of, all Future Acts except those referred to in Part 5 of this Agreement after the Registration Date (including those referred to in clause 13.2 below).

12.2 Where the Future Act is a Notifiable Act, the consent of the Adnyamathanha People is conditional upon the State's compliance with the Notification Protocol.

12.3 Where the Future Act is one which could be done if the land was held as freehold, the consent of the Adnyamathanha People is conditional upon the Corporation being provided the same procedural rights as would be afforded to them if they instead held freehold title to the land.

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

Attachments to the entry

[Schedule 1 description and map of the agreement area.pdf](#)