



Extract from Register of Indigenous Land Use Agreements

NNTT number	SI2014/004
Short name	Far West Coast Parks ILUA
ILUA type	Body Corporate
Date registered	22/04/2014
State/territory	South Australia
Local government region	District Council of Ceduna, Unincorporated Areas - SA

Description of the area covered by the agreement

6.1 The Agreement Area is those areas described in SCHEDULE 1 and depicted in the maps attached at SCHEDULE 2 to this Agreement.

6.2 It is the intention of the Parties that the Agreement Area include all Parks as constituted from time to time within the Determination Area. In the event that alterations or additions are made to the boundaries of any of the Parks, new Parks are constituted, or existing Parks are abolished, the Parties agree to amend this Agreement in accordance with clause 41 as necessary.

"Determination" means the Consent Determination of the Federal Court of Australia made in favour of the Far West Coast People in the matter of Kenneth Gordon Roberts v State of South Australia (SAD 6009/98) on 5 December 2013.

"NPWA" means the National Parks and Wildlife Act 1972 (SA).

"Parks" means a national park, conservation park, game reserve, recreation park or regional reserve constituted under the NPWA or a wilderness protection area or wilderness protection zone constituted under the WPA.

"WPA" means the Wilderness Protection Act 1992 (SA).

[A copy of the written description (Schedule 1) and a copy of the map of the Agreement Area (Schedule 2) 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:

Agreement covers about 59,721 sq km extending from the Western Australian border to approximately 111 km east of Ceduna and north to Ooldea.]

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 Minister for Sustainability, Environment and Conservation for the State of South Australia
Contact address c/- Department for Environment, Water and Natural Resources
GPO Box 1047
ADELAIDE SA 5001

Party name Far West Coast Aboriginal Corporation (RNTBC) ICN 7985
Contact address c/- South Australian Native Title Services Ltd
Level 4
345 King William Street
ADELAIDE SA 5000

Period in which the agreement will operate

Start date not specified
End date not specified

- 5.1 Clauses 1 to 8 of this Agreement commence on the Execution Date [9 December 2013].
5.2 The remainder of this Agreement commences on the Registration Date.
5.3 Subject to this clause, this Agreement continues indefinitely.
5.4 This Agreement terminates if it is removed from the Register under section 199C of the NTA.
5.5 In the event that this Agreement is not registered on the Register within 24 months from the Execution Date, clauses 1 to 8 may be terminated by written agreement of the Parties.

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

11.1 The Far West Coast People agree and acknowledge that the Traditional Rights agreed in this Agreement are:

- (a) for personal, domestic and communal use; and
- (b) exercisable by them as non-exclusive rights which are subject to the provisions of the NPWA, the WPA, the Management Plans for the Parks, the Code, any relevant CMA, this Agreement and all valid laws of the State and Commonwealth.

11.2 Without limiting clause 11.1 the Far West Coast People agree to comply with any restriction or prohibition on the exercise of their Traditional Rights in the Agreement Area, including any prohibition to enter any part of the Agreement Area, imposed pursuant to this Agreement, a relevant CMA, a Management Plan, the Code, the NPWA, the WPA or otherwise and including through requirement of a licence, permit, authority or other lawful instrument where:

- (a) the prohibition or restriction is in place for the preservation of native flora or fauna or fish, environmental protection or public health or safety; and
- (b) reasonable notice of the prohibition or restriction is given to the Corporation.

17.4 The Director may restrict or set conditions for the exercise of the Traditional Right to hunt or gather in the Agreement Area, including by restricting the species and numbers of any species of plants or animals or eggs which may be taken on the Agreement Area from time to time.

25.1 The Parties agree that to the extent, if any, they are invalid:

- (a) the constitution of, or addition to, any Parks within the Agreement Area by proclamation between 1 January 1994 and the Registration Date; and
 - (b) acts or activities undertaken on the Agreement Area between 1 January 1994 and the Registration Date pursuant to the proclamations referred to in clause 25.1(a);
- are valid.

26.1 For the purpose of section 24EB of the NTA, the Parties consent, subject to the condition set down in clause 26.2, to the State doing the acts or activities referred to in clauses 11.2, 17.4, 27, 28 and 29 of this Agreement within the Agreement Area following Registration.

26.3 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 clause 26.

27. The Parties consent to the implementation of any Management Plan adopted pursuant to section 38 of the NPWA or section 31 of the WPA prepared in accordance with the CMAs.

28. Subject to relevant legislation, including the AHA, and to compliance with this Agreement, the Parties agree that the State or the Board may carry out, or authorise by permit, lease, licence or agreement under the NPWA, WPA or any other legislation, the carrying out of any acts or activities upon the Agreement Area which are consistent with the operation of the Agreement Area as Parks under the NPWA or WPA, as appropriate.

“Co-management Agreement or CMA” means a co-management agreement under Division 6A of the NPWA or under Division 4 of the WPA.

“Code” means the Wilderness Code of Management pursuant to section 12 of the WPA.

“Director” has the meaning given to it in the NPWA.

“Management Plan” means a Management Plan under the NPWA or the WPA and includes an amended Management Plan.

Attachments to the entry

[FWC schedules for attaching to extract.pdf](#)