



Extract from Register of Indigenous Land Use Agreements

NNTT number	WI2019/005
Short name	FMG - Niyaparli Land Access Agreement ILUA
ILUA type	Body Corporate
Date registered	20/03/2020
State/territory	Western Australia
Local government region	Shire of Ashburton, Shire of East Pilbara, Shire of Meekatharra, Shire of Wiluna

Description of the area covered by the agreement

Appendix 3 describes the agreement area as 'that recorded on the National Native Title Register as having been determined by the following determination that native title rights and interests exist: 1. Determination Reference: Federal Court Number(s): WAD6280/1998; WAD196/2013 / NNTT Number: WCD2018/008; and 2. Determination Name: *Stock on behalf of the Niyaparli People v State of Western Australia (No 5)*.'

[A map of the agreement area is contained in Appendix 4. A copy of appendix 4 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 approximately 36,874 sq km and is located in the vicinity of the Newman township, extending 120 km north toward Marble Bar and 88 km north west toward Tom Price.]

Parties to agreement

Applicant

Party name	Fortescue Metals Group Ltd, The Pilbara Infrastructure Pty Ltd and Chichester Metals Pty Ltd
Contact address	c/- Green Legal GPO Box 2522 Perth WA 6001

Other Parties

Party name	Karlka Niyaparli Aboriginal Corporation RNTBC
Contact address	c/- Yamatji Marlpa Aboriginal Corporation PO Box 3072 249 Hay Street East Perth WA 6892

Period in which the agreement will operate

Start date	16/10/2019
End Date	not specified

[Explanatory notes in brackets inserted by the National Native Title Tribunal]

3.1 This Agreement commences upon being executed by the Parties.

3.2 The Agreement continues for the life of the Project.

“Project” means the:

(a) Project Tenure;

(b) Project Infrastructure *[meaning the Port Infrastructure, Railway Infrastructure and any other present and future infrastructure which Fortescue Metals Group Ltd acting reasonably may consider necessary or desirable for Project Operations];* and

(c) Project Operations *[meaning the Port Operations, Railway Operations and FMG Mining Operations];*

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

7.1(1) for the purposes of s 24EB(1)(b) of the NTA *[Native Title Act 1993 (Cth)]*, the parties state that they consent to the grant and renewal of all Project Tenure; and

7.1(2) for the purposes of s 24EB(1)(c) of the NTA, the parties state that if apart from Subdivision E of Division 3 of Part 2 of the NTA, the grant or renewal of any Project Tenure would be an act to which Subdivision P of Division 3 of Part 2 of the NTA would apply, then Subdivision P of Division 3 of Part 2 of the NTA is not intended to apply, including where notice of the act has been given in accordance with s 29 of the NTA prior to the registration of this Agreement on the Register of Indigenous Land Use Agreements;

“Project Tenure” means the: (a) Railway Tenure; (b) Port Tenure; and (c) Mining Tenure;

“Railway Tenure” means such tenure within the Agreement Area as may be necessary or desirable to construct or operate the Railway Infrastructure;

“Port Tenure” means such present and future tenure within the Agreement Area as may be necessary or desirable for the construction and operation of the Port Infrastructure;

“Mining Tenure” means any: (a) Exploration Licence; (b) Ancillary Licence; (c) Mining Lease; and (d) Water Extraction Authority, that FMG acting reasonably may consider necessary or desirable for FMG Mining Operations, and includes any part or parts thereof;

“Railway Infrastructure” means such present and future infrastructure as FMG acting reasonably may consider necessary or desirable to operate a railway to the Port Infrastructure;

“Port Infrastructure” means such present and future infrastructure as FMG acting reasonably may consider necessary or desirable for the operation of a port;

Attachments to the entry

[WI2019-005 map of agreement area.pdf](#)