

3. Commencement and Expiry

- 3.1 Clauses 1 (Definitions), 2 (Interpretation), 3 (Commencement and Expiry), 4 (Authority) and 12 (Registration as a Body Corporate Agreement) commence on the Execution Date
- 3.2 The remaining clauses of this Agreement commence on the Determination Effect Date.
- 3.3 Subject to clauses 3.4 to 3.8, this Agreement will continue in force for a period of ten years.
- 3.4 Subject to clause 3.5, this Agreement may be terminated by written agreement executed by the Parties.
- 3.5 The Parties acknowledge that if the Determination covers the entire ILUA Area, on and from the date the PBC becomes the RNTBC for the Determination, under the PBC Regulations, the GAC will have the function of managing the Native Title Rights and Interests of the Warrungu People, and the power to enter into agreements to perform that function, and that as a result this Agreement may be terminated by written agreement executed by the GAC, WTMA and the State.
- 3.6 If there is a determination by the Federal Court of Australia that Native Title does not exist in part of the ILUA Area or that Native Title in part of the ILUA Area is held by people other than the Warrungu People, this Agreement expires in relation to that part of the ILUA Area subject to that determination, but remains in force in relation to the balance of the ILUA Area.
- 3.7 If a Regulated Management Plan comes into effect:
 - (a) which regulates the exercise of Native Title Rights and Interests in relation to part of the ILUA Area in terms substantially the same as clauses 5.2, 5.4 and 5.5; and
 - (b) for which an ILUA has been Registered in relation to the regulation of Native Title Rights and Interests under the Regulated Management Plan,this Agreement expires in relation to that part of the ILUA Area to which the Regulated Management Plan relates and continues in force in relation to the remainder of the ILUA Area.
- 3.8 If a Substitute ILUA is Registered in relation to all or part of the ILUA Area, this Agreement expires in relation to that part of the ILUA Area covered by the Substitute ILUA and continues in force in relation to any part of the ILUA Area not covered by the Substitute ILUA.
- 3.9 A Party may only notify the Registrar in writing pursuant to s 199C(l)(c)(i) of the NTA that this Agreement has expired due to the operation of clause 3.7 or 3.8 if:
 - (a) each Party has agreed in writing that this Agreement has so expired; or
 - (b) if the Parties are unable to agree that this Agreement has so expired, the Dispute has been resolved in accordance with clause 14.