



## Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	WI2015/021
<b>Short name</b>	Initial Indigenous Land Use Agreement - Banjima and BHP Billiton Comprehensive Agreement (Body Corporate Agreement)
<b>ILUA type</b>	Body Corporate
<b>Date registered</b>	08/02/2016
<b>State/territory</b>	Western Australia
<b>Local government region</b>	Shire of Ashburton, Shire of East Pilbara, Town of Port Hedland

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### Description of the area covered by the agreement

Schedule 1 of the agreement describes the agreement area as the "Initial ILUA Area" which:

- a) means the land and waters within the external boundaries of the determination of native title made by the Federal Court on 11 March 2014 in *Banjima People v State of Western Australia* (No 3) [2014] FCA 201 (being the external boundary of the area described as the "Initial ILUA Area" on the map in [Schedule 1]); but
- b) excludes:
  - i) Karijini National Park and 5 Mile; and
  - ii) any land and waters within the external boundaries of, but not part of, the determination of native title made by the Federal Court on 11 March 2014 in *Banjima People v State of Western Australia* (No 3) [2014] FCA 201.

[A map of the agreement area is contained in Schedule 1 of the 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 as information only and should not be considered part of the Register of ILUAs:

Agreement covers about 8049 sq km approx. 74 km northwest of Newman.]

## Parties to agreement

### Applicant

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**Party name** Banjima Native Title Aboriginal Corporation RNTBC in its capacity as a registered native title body corporate holding native title on trust for the Banjima People, and for and on behalf of the Banjima People who have capacity to contract as at the Commencement Date

**Contact address** c/- Roe Legal Services  
Level 3, 12 St Georges Terrace  
Perth WA 6000

### Other Parties

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**Party name** BHP Billiton Iron Ore Pty Ltd in its capacity as the BHP Billiton Manager as at the Commencement Date, and for and on behalf of :  
a) BHP Billiton Minerals Pty Ltd as its agent;  
b) BHP Iron Ore (Jimblebar) Pty Ltd as its agent;  
c) United Iron Pty Ltd as its agent;  
d) the participants in the Mount Goldsworthy Mining Associates Joint Venture as at the Commencement Date as their manager and agent;  
e) the participants in the Mt Newman Mining Associates Joint Venture as at the Commencement Date as their manager and agent;  
f) the participants in the Yandi Joint Venture as at the Commencement Date as their manager and agent; and  
g) Pilbara Pastoral Company Pty Limited as its agent

**Contact address** c/- Ashurst Australia  
Level 10  
Brookfield Place Tower 2  
123 St Georges Terrace  
Perth WA 6000

## Period in which the agreement will operate

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**Start date** not specified

**End date** not specified

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### [3.1 Commencement

- (a) Subject to clause 3.1(b), this document commences on the Commencement Date.
- (b) Clauses 12.3, 12.5, 12.6 and Part 4 of this document have no force or effect unless and until the details of this document are entered on the Register.

### 3.2 Termination

This document terminates on the earlier of:

- (a) termination of the Comprehensive Agreement;  
(b) the agreement in writing of BHP Billiton and BNTAC; or  
(c) if the document is Registered, and subsequently removed, the removal of this document from the Register.

## 1. DEFINITIONS

Commencement Date means the later of: (a) the date on which this document is signed by all the parties, which in the absence of manifest error shall be taken to be the date inserted above the parties' names on page 5 of this document [28 October 2015.]; and (b) the commencement of the Comprehensive Agreement.

Comprehensive Agreement means the deed described as the Comprehensive Agreement between the Banjima People and BHP Billiton executed contemporaneously with this document.

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

12.3 For the purposes of section 24EB(1) of the Native Title Act, the parties consent to all acts covered by this document to the extent they involve future acts without conditions but in accordance with this document.

12.5 The process set out in Subdivision P of Division 3 of Part 2 of the Native Title Act, known as the "right to negotiate" process, is not intended to apply to any act covered by this document.

[The future acts covered by the agreement relate only to "BHP Billiton's Iron Ore Business" as set out in clause 13.1]

13.1 BHP Billiton's Iron Ore Business means each and all elements of iron ore exploration, mining, transport, processing and treatment (including milling, concentration, refining and smelting) in the Pilbara region of Western Australia and all acts or things incidental to any of that, such as:

- (a) quarrying;
- (b) operations, facilities, works and infrastructure for: (i) towns; (ii) ports; (iii) accommodation; (iv) energy supply; (v) water supply; (vi) communications; (vii) roads, tracks, airports, railways, conveyors and other transport infrastructure; and (viii) other supporting infrastructure;
- (c) the planning, design, maintenance, operation, decommissioning and rehabilitation of all of the above things; and
- (d) all developments of and changes and expansions to any of the above things, by, on behalf of or for the benefit of a BHP Billiton Entity.

[The agreement covers the following Interests and Approvals as set out in clause 13.2]

13.2 (a) This document covers all of the following Interests and Approvals:

- (i) Interests permitting mining or exploration that are:
    - (A) for the dominant purpose of BHP Billiton's Iron Ore Business; and
    - (B) held as at the commencement of the Comprehensive Agreement or applied for or Granted after that date by or to a BHP Billiton Entity or by or to a non-BHP Billiton Entity for the benefit of a BHP Billiton Entity;
  - (ii) Interests permitting mining or exploration provided for by clause 15;
  - (iii) Approvals in connection with BHP Billiton's Iron Ore Business over or in connection with the Interests covered by clause 13.2(a)(i) or clause 13.2(a)(ii);
  - (iv) Interests and Approvals for operations, facilities, works and infrastructure and other things and activities, other than mining or exploration, that are for or in connection with BHP Billiton's Iron Ore Business including as at the commencement of the Comprehensive Agreement.
- (b) Except for the purposes of clause 24, an Interest or Approval is only covered by this document during the period that it satisfies the relevant criteria in clause 13.2(a).

### **Attachments to the entry**

[WI2015\\_021 Schedule 1 Initial ILUA Area Description.pdf](#)

[WI2015\\_021 Schedule 1 Initial ILUA Area Map.pdf](#)