



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	WI2020/002
<b>Short name</b>	Yamatji Nation Agreement
<b>ILUA type</b>	Area Agreement
<b>Date registered</b>	30/07/2020
<b>State/territory</b>	Western Australia
<b>Local government region</b>	Shire of Carnamah, Shire of Chapman Valley, Shire of Dalwallinu, Shire of Irwin, Shire of Mingenew, Shire of Morawa, Shire of Northampton, Shire of Perenjori, Shire of Three Springs, Shire of Yalgoo, City of Greater Geraldton

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## Description of the area covered by the agreement

**Agreement Area** means the land and waters within the external boundaries of the area described as 'Agreement Area' in Item 1 of Schedule 1 to this Agreement and shown on the map in Item 2, Part A of 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:

The agreement area covers approximately 47,970 sq km and is located in the vicinity of Geraldton extending westerly to the 12 nautical mile limit, northerly to approximately 20 km south of Kalbarri, southerly to approximately 90 km north of Moora and easterly to approximately 63 km west of Mount Magnet.]

## Parties to agreement

### *Applicant*

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<b>Party name</b>	State of Western Australia
<b>Contact address</b>	c/- State Solicitor's Office David Malcolm Justice Centre 28 Barrack Street Perth WA 6000

### *Other Parties*

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<b>Party name</b>	Aboriginal Lands Trust
<b>Contact address</b>	c/- State Solicitor's Office David Malcolm Justice Centre 28 Barrack Street Perth WA 6000

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<b>Party name</b>	Bundi Yamatji Aboriginal Corporation
<b>Contact address</b>	PO Box 2691 Kent Town SA 5067

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**Party name** Chief Executive Officer of the Department of Biodiversity, Conservation and Attractions  
**Contact address** c/- State Solicitor's Office  
David Malcolm Justice Centre  
28 Barrack Street  
Perth WA 6000

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**Party name** Conservation and Parks Commission  
**Contact address** c/- State Solicitor's Office  
David Malcolm Justice Centre  
28 Barrack Street  
Perth WA 6000

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**Party name** Frederick Taylor, Garry Hodder, Leedham Papertalk, Lorraine Whitby and Yvette Harris for and on behalf of themselves and the Yamatji Nation Claim Group  
**Contact address** c/- Yamatji Marlpa Aboriginal Corporation  
PO Box 3072  
249 Hay Street  
East Perth WA 6892

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**Party name** Housing Authority  
**Contact address** c/- State Solicitor's Office  
David Malcolm Justice Centre  
28 Barrack Street  
Perth WA 6000

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**Party name** Kathleen Eva Pinkerton, Shirley Anne McPherson and Edward James Mullaley for and on behalf of themselves and the Widi Mob Claim Group  
**Contact address** c/- MPS Law  
2/459 Morphett Street  
Adelaide SA 5000

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**Party name** Leedham Papertalk, Charles Collard, Jamie Joseph, Glenda Jackamarra and Raymond Merritt for and on behalf of themselves and the Mullewa Wadjari Claim Group  
**Contact address** c/- Corser and Corser Lawyers  
Level 4  
Irwin Chambers  
16 Irwin Street  
Perth WA 6000

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**Party name** Mid West Development Commission  
**Contact address** c/- State Solicitor's Office  
David Malcolm Justice Centre  
28 Barrack Street  
Perth WA 6000

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**Party name** Minister for Aboriginal Affairs  
**Contact address** c/- State Solicitor's Office  
David Malcolm Justice Centre  
28 Barrack Street  
Perth WA 6000

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**Party name** Minister for Culture and the Arts  
**Contact address** c/- State Solicitor's Office  
David Malcolm Justice Centre  
28 Barrack Street  
Perth WA 6000

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**Party name** Minister for Environment  
**Contact address** c/- State Solicitor's Office  
David Malcolm Justice Centre  
28 Barrack Street  
Perth WA 6000

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**Party name** Minister for Lands  
**Contact address** c/- State Solicitor's Office  
David Malcolm Justice Centre  
28 Barrack Street  
Perth WA 6000

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**Party name** Minister for Mines and Petroleum  
**Contact address** c/- State Solicitor's Office  
David Malcolm Justice Centre  
28 Barrack Street  
Perth WA 6000

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**Party name** Minister for Regional Development  
**Contact address** c/- State Solicitor's Office  
David Malcolm Justice Centre  
28 Barrack Street  
Perth WA 6000

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**Party name** Minister for Tourism  
**Contact address** c/- State Solicitor's Office  
David Malcolm Justice Centre  
28 Barrack Street  
Perth WA 6000

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**Party name** Minister for Water  
**Contact address** c/- State Solicitor's Office  
David Malcolm Justice Centre  
28 Barrack Street  
Perth WA 6000

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**Party name** Sandy Davies, David Drage Snr, Lindsay Councillor and Irene Kelly for  
and on behalf of themselves and the Hutt River Claim Group  
**Contact address** c/- Yamatji Marlpa Aboriginal Corporation  
PO Box 3072  
249 Hay Street  
East Perth WA 6892

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**Party name** Stephen Kelly, Leedham Papertalk Snr, Morris Comeagain, Trevor Martin,  
Delveen Whitby, Frederick Taylor Snr, Eric Oakley and Glenda  
Jackamarra for and on behalf of themselves and the Southern Yamatji  
Claim Group  
**Contact address** c/- Yamatji Marlpa Aboriginal Corporation  
PO Box 3072  
249 Hay Street  
East Perth WA 6892

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**Party name** The Aboriginal Affairs Planning Authority  
**Contact address** c/- State Solicitor's Office  
David Malcolm Justice Centre  
28 Barrack Street  
Perth WA 6000

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**Party name** Western Australian Land Authority (DevelopmentWA)

**Contact address** c/- State Solicitor's Office  
David Malcolm Justice Centre  
28 Barrack Street  
Perth WA 6000

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**Party name** Western Australian Museum  
**Contact address** c/- State Solicitor's Office  
David Malcolm Justice Centre  
28 Barrack Street  
Perth WA 6000

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**Party name** Yamatji Southern Regional Corporation  
**Contact address** PO Box 2691  
Kent Town SA 5067

## Period in which the agreement will operate

<b>Start date</b>	not specified
<b>End Date</b>	not specified

5.2 (a) Subject to clauses 5.2(b) to 5.2(i), this Agreement commences on the Execution Date and binds each of the Parties, their successors and permitted assigns.

(b) The rights and obligations in clauses 7.2, 7.3, 15.8, 17.3(e), 20.3(a), 20.4(a), 20.5(a), 20.5(c), 20.5(e), 20.9, 21.1(a), 21.7, 22.4, 22.5 and 22.6 will commence on and from the Conclusive Registration Date.

(c) Clause 9.5(b) will commence within 6 months of the Conclusive Registration Date.

(d) Clauses 10.1(a), 11.2(b), 12.4(a), 13.2(a), 14.2(a), 14.5, 15.2(a), 15.5(a), 15.5(b), 17.2(b), 17.3(b), 22.2 and 22.3 will commence on and from the Trust Effective Date.

(e) Clause 12.3(b) will commence 24 months following the Trust Effective Date.

(f) Clause 15.1(b) will commence within 12 months of the Trust Effective Date.

(g) Clause 15.2(c) will commence 24 months following the Trust Effective Date.

(h) Clause 16.4(a) will commence, as soon as reasonably practicable after, but within 12 months of, the Trust Effective Date.

(i) Clause 16.6(f) will commence if, within 9 years of the Trust Effective Date, no decision to develop has been made.

5.3 Subject to clause 5.4, this Agreement continues indefinitely.

5.4 (a) This Agreement will terminate only on the occurrence of the following events, whichever is the first to occur (the **Termination Date**):

(1) where all Parties agree in writing to end the Agreement;

(2) where clause 4.7 comes into effect and the State elects, after consultation with the Regional Entity and the Native Title Groups to terminate this Agreement;

(3) where the Agreement is removed from the Register of Indigenous Land Use Agreements by the Native Title Registrar in accordance with section 199C of the Native Title Act; or

(4) where a Replacement Agreement comes into effect in accordance with clause 25.5.

(b) In the event that, following a Determination of Native Title, the Determination is varied or revoked in accordance with the section 13 of the Native Title Act, all Parties will meet to consult regarding:

(1) the effect of the variation or revocation on the Parties' obligations under this Agreement; and

(2) whether all Parties agree in writing to end the Agreement under clause 5.4(a)(1).

5.7 (a) If all Parties propose to terminate this Agreement under clause 5.4(a)(1), then all Parties must advise the Native Title Registrar in writing in accordance with section 199C(1)(c)(ii) of the Native Title Act and request the Native Title Registrar to remove it from the Register of Indigenous Land Use Agreements.

(b) If this Agreement is terminated for any reason under clause 5.4(a)(2), the State will, for and on behalf of the Parties, advise the Native Title Registrar in writing that this Agreement has been terminated and request the Native Title Registrar to remove it from the Register of Indigenous Land Use Agreements.

5.8 Breach of this Agreement by any Party will not give to any other Party a right to elect to terminate the Agreement, but any Party may exercise any other remedy available to it in respect of such breach.

9.5 (a) The State and the Regional Entity must, within six months of the Conclusive Registration Date, ensure that the settlor and the Trustee of the Charitable Trust declare the Charitable Trust (**Trust Effective Date**).

**Conclusive Registration** means, once this Agreement has been Registered, that this Agreement remains Registered:

(a) at a date that is 60 Business Days after the date on which a decision is made to Register this Agreement, provided that no Legal Proceedings have been commenced in respect of such Registration; or

(b) otherwise, at a date that is 40 Business Days following the exhaustion and determination of the final available Legal Proceedings in respect of such Registration, and Conclusively Registered has a corresponding meaning.

**Conclusive Registration Date** means the date the State has issued the Regional Entity a notice confirming when this Agreement has been Conclusively Registered in accordance with clause 4.7.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Regional Entity** means the Yamatji Southern Regional Corporation Ltd (ACN 638 346 684), incorporated under the Corporations Act and includes any replacement registered corporation that may be appointed by the Yamatji Nation, to be the regional entity as described in the Joint Governance Principles, from time to time.

**State** means the State of Western Australia acting through the State Parties.

**Yamatji Nation** means the common law holders of native title in the Agreement Area.

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

7.1 (a) The Parties agree to and consent to:

- (1) the validation of all Invalid Acts that have been, or are being, carried out by the State; and
  - (2) the validation of future acts which are public works that have been, or are being, carried out invalidly prior to the Conclusive Registration Date by persons other than the State;
- (b) in relation to any part of the Agreement Area, clause 7.1(a) of this Agreement is a statement for the purposes of section 24EBA(1)(a)(i) of the Native Title Act and regulation 7(5)(d) of the ILUA Regulations.

7.2 The Parties agree that:

- (a) on and from the Conclusive Registration Date, the native title rights and interests in the Surrender Area, are surrendered;
- (b) pursuant to section 24CB(e) of the Native Title Act, the surrender in clause 7.2(a) is intended to extinguish all native title rights and interests in the Surrender Area as of the date of the surrender; and
- (c) clause 7.2(b) of this Agreement is a statement for the purposes of:
  - (1) section 24EB(1)(b)(i) and 24EB(1)(d) of the Native Title Act; and
  - (2) regulation 7(5)(a) and 7(5)(c) of the ILUA Regulations.

7.3 (a) The Parties agree that on and from the Conclusive Registration Date:

- (1) to the extent that any grants of Tenure made by or on behalf of the State in respect of the Native Title Area are future acts, each Party consents to any such grants of Tenure with the intent that such statement of consent satisfies the requirements of section 24EB(1)(b) of the Native Title Act;
  - (2) the Right to Negotiate does not apply to any future acts carried out in the Native Title Areas, with the intent that such statement satisfies the requirement of section 24EB(1)(c) of the Native Title Act; and
  - (3) no other procedural requirements in Part 2 Division 3 of the Native Title Act apply to any future acts carried out in the Native Title Areas.
- (b) Subject to subclause 7.3(a), the Parties acknowledge that the disapplication of the Right to Negotiate and the procedural requirements in Part 2 Division 3 of the Native Title Act in respect of the Native Title Areas does not constitute abandonment or relinquishment of native title rights and interests.
- (c) The Parties acknowledge that the non-extinguishment principle applies to any future acts in the Native Title Areas.

**AAPA Act** means the *Aboriginal Affairs Planning Authority Act 1972 (WA)*.

**BC Act** means the *Biodiversity Conservation Act 2016 (WA)*.

**CALM Act** means the *Conservation and Land Management Act 1984 (WA)*.

**ILUA Regulations** means the *Native Title (Indigenous Land Use Agreements) Regulations 1999 (Cth)*.

**Invalid Act** means any future act (other than an intermediate period act) that:

- (a) was, or is, carried out by the State prior to the Conclusive Registration Date in relation to any part of the Agreement Area; and
- (b) to the extent that such future act affects Native Title, is invalid as a result of section 24OA of the Native Title Act.

**LA Act** means the *Land Administration Act 1997 (WA)*.

**Mining Act** means the *Mining Act 1978 (WA)*.

**Native Title Areas** means the land described as 'Native Title Areas' in Item 1 of Schedule 1 to this Agreement and, for ease of reference only, shown on the map in Item 2, Part B of Schedule 1 to this Agreement.

**PGER Act** means the *Petroleum and Geothermal Energy Resources Act 1967 (WA)*.

**PGER Title** means a permit, drilling reservation, access authority, retention lease, production licence, exploration permit, special prospecting authority and geothermal title granted under the PGER Act.

**PP Act** means the *Petroleum Pipelines Act 1969 (WA)*.

**Right to Negotiate** means the right to negotiate procedure under and for the purposes of Subdivision P of Division 3 of Part 2 of the Native Title Act, commonly known as the 'right to negotiate'.

**Surrender Area** means the land described as 'Surrender Area' in Item 1 of Schedule 1 to this Agreement and, for ease of reference only, shown on the map in Item 2, Part C of Schedule 1 to this Agreement.

**Tenure** means any tenure in land, including a lease, licence, permit or other authority, a Mining Tenement or a PGER Title, that is granted, issued, created or continued under the AAPA Act, BC Act, CALM Act, LA Act, Mining Act, PGER Act or PP Act and any regulations made under those Acts.

## Attachments to the entry

[WI2020\\_002 Schedule 1.pdf](#)