

SCHEDULE 3: INDIGENOUS LAND USE AGREEMENT

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2020

Minister for Lands

Warnpurru (Aboriginal Corporation)

[INSERT ILUA NAME]

**INDIGENOUS LAND USE AGREEMENT
(BODY CORPORATE AGREEMENT)**

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This Agreement is made on _____ day of _____ 20____
between

Name **Minister for Lands**, a body corporate continued under section 7(1) of the *Land Administration Act 1997* (WA).

Short form name **Minister for Lands**

Notice details Address: Care of the Department of Planning, Lands and Heritage, Gordon Stephenson House, Level 2, 140 William Street, Perth, Western Australia.
Fax: (08) 6552 4417

Name **Warnpurru (Aboriginal Corporation) RNTBC** (ICN 8979), a prescribed body corporate registered on the National Native Title Register pursuant to section 193(2)(e) of the *Native Title Act 1993* (Cth) for and on behalf of itself and all persons included in the Native Title Group from time to time.

Short form name **RNTBC**

Notice details Address: c/- 76 Wittenoom Street
East Perth WA 6004
Fax: (08) 9425 2001
Email: contact@warnpurru.org.au

Recitals

- A. The Parties enter into this Agreement to enable the Reserve Acts to be done in relation to the Agreement Area to give effect to commitments made in the Compensation Settlement Agreement.
- B. The Agreement Area is the subject of the Native Title Determination that has been entered on the National Native Title Register.
- C. The RNTBC holds the native title in relation to the Agreement Area [**on trust/as agent**] for the Native Title Group.
- D. The Minister for Lands is responsible for the administration of the LA Act and, as such, is responsible for the Reserve Acts.
- E. The Parties intend this Agreement to be registered as an indigenous land use agreement (body corporate agreement) under the NT Act in order to:
- (a) ensure that the Reserve Acts are valid for the purposes of the NT Act;
 - (b) apply the non-extinguishment principle to the Reserve Acts;
 - (c) specify what constitutes full and final compensation for the RNTBC and the Native Title Group's agreement to the Reserve Acts; and
 - (d) disapply the right to negotiate under Subdivision P of Division 3 of Part 2 of the NT Act in relation to the Reserve Acts.

THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. DEFINED TERMS AND INTERPRETATION

1.1 Defined terms from Compensation Settlement Agreement

Words defined in the Compensation Settlement Agreement but not defined in this Agreement have the same meaning as in the Compensation Settlement Agreement.

1.2 Other defined terms

In this document:

Agreement means this indigenous land use agreement entered into pursuant to Part 2, Division 3, Subdivision B of the NT Act.

Agreement Area means the land and waters described in Part 1 and Part 3 of Schedule 1 and as shown on the map in Part 2 of Schedule 1.

Approved Body Corporate means a corporation that:

- (a) is registered under the *CATSI Act*;
- (b) has a constitution or rule book that is based on the model rules provided by the Registrar of Aboriginal and Torres Strait Islander Corporations under the *CATSI Act* and which provides that membership of the Approved Body Corporate is open to all eligible persons and consists only of members who are eligible persons; and
- (c) has objects that will enable it to take on care, control and management of the Reserve, to comply with the conditions of the Management Order and permit it to undertake activities relating to the general benefit, promotion and advancement of the Native Title Group.

Assumption Deed means a deed in favour of the Minister for Lands, and any other documents notified by the Minister for Lands (acting reasonably), each in a form and substance acceptable to the Minister for Lands (acting reasonably), under which a person who is to be the registered native title body corporate in respect of the Agreement Area agrees to:

- (a) be bound by the obligations of the RNTBC under this Agreement; and
- (b) execute all documents and do (or refrain from doing) all acts and things necessary to ensure the performance of, and compliance with, those obligations in a timely manner,

as if it was a party to this Agreement.

Authorisation means any approval, authorisation, consent, exemption, licence, notarisation, registration or waiver however described and any renewal of, or variation to, any of them.

Commencement Date means the date on which this Agreement is registered and entered on the Register of Indigenous Land Use Agreements.

Compensation means compensation for any loss, diminution, impairment or other effect on any native title rights and interests whether arising under the NT Act, the LA Act or otherwise.

Compensation Settlement Agreement means the *Gibson Desert Nature Reserve Compensation and Lurrtjurrula Palakitjalu Settlement Agreement* entered into by the State represented by the Minister for the Environment and the Minister for Aboriginal Affairs, the Minister for Lands (body corporate), the Minister for Environment, the chief executive officer

of the Department of Biodiversity, Conservation and Attractions, the Conservation and Parks Commission, the Applicant in Federal Court of Australia proceeding WAD 222 of 2020, Warnpurru (Aboriginal Corporation) (ICN 8979) and Central Desert Native Title Services Limited on [insert date].

Determination Area means that part of the area the subject of the Native Title Determination where native title was determined to exist.

Execution Date means the date on which this Agreement is finally executed by all Parties.

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

Landgate means the Western Australian Land Information Authority (trading as Landgate).

Management Body means the RNTBC or an Approved Body Corporate notified by the RNTBC and agreed by the Minister for Lands as the entity to have, either alone or jointly, care, control and management of the Reserve.

Management Deed means the deed that is referred to in the Management Order, being a deed in the form, or substantially in the form, provided in Schedule 2 of this Agreement.

Management Order means a management order (as that term is defined in section 3 of the LA Act) by which care, control and control and management of the Reserve is placed with the Management Body including the power to grant a lease, sublease or licence over a part of the Reserve for a term not exceeding [insert number] years (including any options to renew) in the form, or substantially in the form, provided in Schedule 2 of this Agreement including as varied or substituted from time to time.

Native Title Determination means the approved determination of native title made by [insert judge's name] J on [insert date] in Federal Court of Australia in [insert case name and citation] being proceeding WAD [insert proceeding number].

Native Title Group means the common law holders of native title in the Determination Area from time to time as set out in Schedule [insert number] of the Native Title Determination.

Native Title Registrar has the meaning given in the NT Act.

NNTT means the National Native Title Tribunal established by section 107 of the NT Act.

Party means a party to this Agreement and **Parties** means two or more of them as the case requires.

PBC Regulations means the *Native Title (Prescribed Body Corporate) Regulations 1999* (Cth).

Register of Indigenous Land Use Agreements has the meaning given in the NT Act.

Reserve means a reservation of Crown land in relation to the Agreement Area made by order of the Minister for Lands under section 41 of the LA Act for the purpose of “conservation and Aboriginal social, cultural and economic benefit”.

Reserve Acts means:

- (a) the creation of the Reserve;
- (b) the making of the Management Order;

- (c) the exercise by the Management Body of all rights and powers conferred under the Management Order, including the grant of a lease, sublease or licence in relation to the Reserve, and the doing by the Management Body of all things required or permitted by the Management Order, the Management Deed or the LA Act;
- (d) the exercise by the State of all rights, powers, functions and obligations under or pursuant to the Reserve including all things required or permitted by the Management Order, the Management Deed or a written law including, but not limited to, the LA Act and the CALM Act;
- (e) the execution and implementation of a joint management agreement under section 8A of the CALM Act in relation to the Reserve; and
- (f) the doing of all things ancillary or incidental to the acts referred to above.

Road Corridors means the areas described in Part 3 of Schedule 1.

Section 24ED means section 24ED which is proposed to be inserted into the NT Act by item 7 in Part 2 of Schedule 2 to the *Native Title Legislation Amendment Bill 2019* (Cth), or any equivalent provision which is inserted into the NT Act.

State means the State of Western Australia, its departments, agents and instrumentalities including any body (whether incorporated or unincorporated) established or continued for a public purpose under a written law and includes, as the context requires, any employee, agent or contractor of the State.

1.3 Interpretation – General

In this Agreement, unless the context otherwise requires:

- (a) the headings and subheadings are inserted for guidance only and do not govern the meaning or construction of any provision of this Agreement;
- (b) if any conflict arises between the terms and conditions contained in the clauses of this Agreement and any recitals, schedules or annexures to this Agreement, the terms and conditions of the clauses of this Agreement will prevail to the extent of the inconsistency;
- (c) if any conflict arises between a written description contained in this Agreement and any map contained in a schedule to this Agreement, the written description will prevail to the extent of any inconsistency;
- (d) words expressed in the singular include the plural and vice versa;
- (e) words expressed in one gender include the other gender;
- (f) a 'person' includes a company, partnership, firm, joint venture, association, authority, corporation or other body corporate or trust;
- (g) references to chapters, clauses, Parties and schedules are references to chapters and clauses of, and parties and schedules to, this Agreement;
- (h) a reference to a document, agreement or instrument is to that document, agreement or instrument as varied, amended, supplemented, or replaced;
- (i) a reference to a person which has ceased to exist or has reconstituted, amalgamated, reconstructed or merged, or the functions of which have become exercisable by another

person, is a reference to the person established or constituted in its place or by which its functions have become exercisable;

- (j) a reference to a governmental entity (corporate or unincorporate) or person established under any Law includes a reference to any person or body (corporate or unincorporate) established or continued to perform the same or substantially similar function;
- (k) a reference to conduct includes, without limitation, an omission, statement or undertaking, whether or not it is in writing;
- (l) 'including' means 'including but not limited to';
- (m) a reference to any written law will be deemed to include any amendment, re-enactment or consolidation of the written law;
- (n) a reference to dollars or \$ is to an amount in Australian currency;
- (o) references to time are to local time in Perth, Western Australia;
- (p) where time is to be reckoned from a day or event, that day or the day of that event is excluded; and
- (q) if the day on or by which a person must do something under this Agreement is not a Business Day, the person must do it on or by the next Business Day.

1.4 Road Corridors and native title

- (a) The Parties acknowledge and agree that for the purposes of this Agreement and for all purposes under the NT Act, the location of the Road Corridors that are excluded from the Reserve are shown on the map in Part 2 of Schedule 1 and are described in Part 3 of Schedule 1.
- (b) For the avoidance of doubt, subject to clause 1.4(a), nothing in this Agreement, including in the Schedules or in any document prepared by a Party in accordance with the Schedules, constitutes any admission or representation by any Party as to the status of the Road Corridors at law.

2. TERM OF THE AGREEMENT

2.1 Commencement

This Agreement commences on the Execution Date, except for clause 3 which commences on the Commencement Date.

2.2 Termination

This Agreement terminates on the first of the following events to occur:

- (a) the Agreement is not registered on the Register of Indigenous Land Use Agreements in the circumstances described in clause 7.6;
- (b) all Parties agree in writing to end the Agreement; or
- (c) the Agreement is removed from the Register of Indigenous Land Use Agreements by the Native Title Registrar in accordance with section 199C of the NT Act.

2.3 No termination

Subject to clause 2.2, no Party is entitled to terminate this Agreement for any reason, including by reason of breach or repudiation of this Agreement by any Party.

2.4 Consequences of termination

Unless otherwise agreed in writing by all Parties, if this Agreement is terminated in accordance with clause 2.2:

- (a) unless otherwise provided for in this Agreement, this Agreement ceases to have any force or effect on and from the date of termination;
- (b) any act done under or in accordance with this Agreement shall remain, to the extent permitted by law, valid; and
- (c) all rights and obligations under this Agreement which accrued before or on the date of the termination of this Agreement shall remain binding and enforceable.

2.5 Termination after entry on the Register of Indigenous Land Use Agreements

If all the Parties propose to terminate this Agreement after the entry of this Agreement on the Register of Indigenous Land Use Agreements, then all Parties must advise the Native Title Registrar in writing in accordance with section 199C(1)(c)(ii) of the NT Act.

3. AGREEMENT THAT FUTURE ACTS MAY BE DONE

3.1 Future acts

Each Party acknowledges and agrees that the Reserve Acts may be future acts to which the provisions of Part 2 of Division 3 of the NT Act apply.

3.2 Parties' consents to future acts

Each Party consents to the Reserve Acts with the intent that such statement of consent satisfies the requirements of section 24EB(1)(b) of the NT Act in respect of the doing of those acts.

3.3 RNTBC's consent

The RNTBC acknowledges and agrees:

- (a) that its consent under this clause 3 includes its agreement not to object to the Reserve Acts; and
- (b) to do all things, including signing any documents, necessary to give effect to its consent to the Reserve Acts.

3.4 Grant of the right includes its exercise

For the avoidance of doubt, the consent to the Reserve Acts includes consent to the exercise of any right or obligation created by those acts on the person on whom the right or obligation is conferred.

3.5 Non-extinguishment principle applies

- (a) The non-extinguishment principle applies to the Reserve Acts, including the construction or establishment of any public work done pursuant to, or as a result of, the Reserve Acts.

- (b) For the avoidance of doubt, the Reserve Acts and any lawful activity required or permitted by those acts, shall prevail over any native title rights and interests and any exercise of those rights and interests, but do not extinguish them.

3.6 No right to negotiate

- (a) Subdivision P of Division 3 of Part 2 of the NT Act does not apply to the Reserve Acts, with the intent that such statement satisfies the requirement of section 24EB(1)(c) of the NT Act.
- (b) For the avoidance of doubt, save in respect of the procedural requirements in Subdivision B, no other procedural requirements in Part 2 Division 3 of the NT Act apply to the Reserve Acts.

3.7 Other statements relevant to the NT Act

Each Party:

- (a) agrees that this Agreement is intended to be registered on the Register of Indigenous Land Use Agreements as a Body Corporate Agreement under sections 24BA to 24BI of the NT Act and regulation 6 of the ILUA Regulations; and
- (b) acknowledges that, when this Agreement is registered on the Register of Indigenous Land Use Agreements, the Agreement will have the additional effects conferred by sections 24EA and 24EB of the NT Act, as relevant, including the effects on compensation provided by those sections.

3.8 Consent preserved in event of breach

A breach of this Agreement by any Party does not nullify the consent to the Reserve Acts.

3.9 Area to which this Agreement applies

This Agreement applies to the Agreement Area.

4. COMPENSATION

4.1 Full and Final Compensation

On and from the Execution Date, the RNTBC acknowledges and agrees that:

- (a) the Reserve Acts are for the benefit of the RNTBC and the Native Title Group and form part of the Benefits under the Compensation Settlement Agreement;
- (b) the references to Benefits in the Compensation Settlement Agreement include, and the acknowledgements, releases and agreements contained in clauses 3.1 and 3.2 of the Compensation Settlement Agreement apply to, the Reserve Acts;
- (c) the Benefits provided under the Compensation Settlement Agreement constitute benefits to which each and every member of the Native Title Group is entitled within the meaning of section 24EB(4)(c) of the NT Act; and
- (d) for the purposes of section 24EB(4) of the NT Act, the Benefits are the Compensation provided for by the Compensation Settlement Agreement for the Reserve Acts, and the Native Title Group is not entitled to further Compensation for the effect of the Reserve Acts on their native title rights and interests other than the Benefits provided under the Compensation Settlement Agreement.

4.2 Effect of termination

Termination of this Agreement does not affect this clause 4.

5. AUTHORITY TO ENTER INTO AGREEMENT

5.1 RNTBC's Authorities & Warranties

The RNTBC represents and warrants that:

- (a) it is a 'prescribed body corporate' within the meaning in regulation 3 of the PBC Regulations and it is the 'registered native title body corporate' (as defined in section 253 of the NT Act) for the Determination Area;
- (b) the requirements of regulation 4(2)(c) of the PBC Regulations are met;
- (c) prior to execution of this Agreement, it:
 - (i) consulted with the Native Title Group and obtained their consent to enter into this Agreement in accordance with regulation 8 of the PBC Regulations;
 - (ii) consulted with, and considered the views of, the representative Aboriginal / Torres Strait Islander body for the Agreement Area and, where it considered appropriate and practicable, gave notice of those views to the Native Title Group in accordance with regulation 8(2) of the PBC Regulations;
 - (iii) obtained all relevant documents under regulation 9 of the PBC Regulations for the purpose of evidencing the consultation and consent requirements of regulation 8, and those documents have been signed in compliance with regulation 9;
 - (iv) complied with section 24BD(4) of the NT Act by informing at least one of the representative Aboriginal / Torres Strait Islander bodies for the Agreement Area of its intention to enter into this Agreement and where appropriate, consulted with the representative body; and
 - (v) has received independent legal advice about this Agreement;
- (d) all conditions and things required by applicable law to be fulfilled or done (including the obtaining of any necessary Authorisations) in order to enable it to lawfully to enter into, exercise its rights and perform its obligations under this Agreement have been fulfilled or done;
- (e) it will provide copies of the documents referred to in clause 5.1(c)(iii) to the Minister for Lands upon request by the Minister for Lands; and
- (f) this Agreement is valid and binding, and enforceable in accordance with its terms against the RNTBC and the Native Title Group.

5.2 Minister for Lands' Warranties

The Minister for Lands represents and warrants that:

- (a) it has full power and authority to enter into this Agreement;
- (b) all conditions and things required by any applicable law to be fulfilled or done (including the obtaining of any necessary Authorisations) in order to enable it lawfully to enter into, exercise its rights and perform its obligations under this Agreement have been fulfilled or done; and

- (c) it knows of no impediment to it performing its obligations under this Agreement.

5.3 Reliance on such Warranties

Each Party acknowledges and agrees that the other Parties have relied on the warranties provided in clauses 5.1 or 5.2 (as the case may be) to enter into this Agreement.

5.4 Acts by the Minister for Lands – no fetter upon discretion

Each Party acknowledges and agrees that nothing in this Agreement can fetter or control the exercise by any person (including a Minister of the State) of a statutory power or discretion otherwise than in accordance with the statute.

6. ACKNOWLEDGMENT REGARDING LEGAL ADVICE

Each Party acknowledges that it has:

- (a) had the benefit of detailed and understandable legal advice in respect of all matters in this Agreement and the effect of the rights, obligations and liabilities of each of the Parties to it; and
- (b) been provided with an opportunity to consider that advice and all of the provisions of this Agreement before entering into it.

7. LODGEMENT OF THE AGREEMENT WITH THE NATIVE TITLE REGISTRAR FOR REGISTRATION

7.1 Consent to Application for Registration

Each Party consents to the Minister for Lands, as soon as is reasonably practicable after the Execution Date:

- (a) preparing an application for this Agreement to be registered on the Register of Indigenous Land Use Agreements which must be in the form, or substantially in the form, provided in Schedule 3 to this Agreement; and
- (b) applying to the Native Title Registrar for this Agreement to be registered on the Register of Indigenous Land Use Agreements as a body corporate agreement pursuant to Part 2, Division 3, Subdivision B of the NT Act.

7.2 Registration on Register of Indigenous Land Use Agreements

Each Party:

- (a) acknowledges its intention that this Agreement be registered on the Register of Indigenous Land Use Agreements as a body corporate agreement under Part 2, Division 3, Subdivision B of the NT Act and regulation 6 of the ILUA Regulations as soon as reasonably practicable after the Execution Date; and
- (b) agrees to the registration of this Agreement.

7.3 Further assurances

- (a) Each Party must use its reasonable endeavours and do all things reasonably necessary to have this Agreement entered on the Register of Indigenous Land Use Agreements as soon as is reasonably practicable.

- (b) Without limiting clause 7.3(a), the RNTBC must promptly take all steps which the State may require to assist in the registration of this Agreement on the Register of Indigenous Land Use Agreements.
- (c) Each Party agrees to do all things reasonably necessary to maintain the registration of the Agreement on the Register of Indigenous Land Use Agreements following registration.

7.4 No objection

- (a) Without limiting clauses 7.2 and 7.3, a Party must not (and in the case of the RNTBC, will not procure any member of the Native Title Group to):
 - (i) object, on any grounds, to the registration of this Agreement on the Register of Indigenous Land Use Agreements; or
 - (ii) provide to the Native Title Registrar any information that opposes, or is otherwise adverse to, the registration of this Agreement (**adverse information**).
- (b) If any Party becomes aware of an objection having been lodged, or any adverse information given, in relation to the registration of this Agreement on the Register of Indigenous Land Use Agreements, then that Party must notify the other Parties and each Party must do all things within their power and necessary and incidental to ensure that the objection is withdrawn.

7.5 Documentation of decision

The RNTBC acknowledges that:

- (a) it is satisfied that the requirements of regulation 8 of the PBC Regulations have been met in relation to this Agreement; and
- (b) it has provided to the Minister for Lands the written documentation in the form, or substantially in the form, provided in Schedule 4, in accordance with regulations 9(1) and 9(6) of the PBC Regulations and regulation 6(2)(e) of the ILUA Regulations, for the purposes of registration of this Agreement.

7.6 Consequences of non-registration

- (a) If this Agreement has not been registered on the Register of Indigenous Land Use Agreements in accordance with clauses 7.1 and 7.2 within 12 months of the application for registration being made, it shall, unless all Parties otherwise agree, cease upon the expiration of that period of time.
- (b) In that event no Party shall have any claim against any other Party with respect to any matter or thing arising out of, done, performed, or omitted to be done or performed under this Agreement.

7.7 Consequences of de-registration

To avoid doubt, removal of the details of this Agreement from the Register of Indigenous Land Use Agreements does not affect the validity of a future act done while the details were on the Register.

8. VARIATION

8.1 Variation of this Agreement

This Agreement may not be varied unless the variation is effected in writing and executed by all of the Parties to this Agreement.

8.2 Variation of Agreement once registered on Register of Indigenous Land Use Agreements

- (a) If this Agreement is registered on the Register of Indigenous Land Use Agreements each Party agrees that they will not, without the consent in writing of each of the other Parties, make any application to revoke or vary the registration of this Agreement on the Register of Indigenous Land Use Agreements.
- (b) If details of this Agreement are entered on the Register of Indigenous Land Use Agreements, and all of the Parties have agreed in accordance with this Agreement to vary the Agreement, then each Party agrees to do all things necessary to vary the details of this Agreement as entered on the Register of Indigenous Land Use Agreements including, if necessary, having this Agreement removed from the Register of Indigenous Land Use Agreements and replaced with a varied agreement.

9. DEFAULT AND ENFORCEMENT

9.1 Events of Default

An Event of Default occurs for the purposes of this clause 9 where a Party commits a material breach of clauses 7.3 or 7.4 of this Agreement.

9.2 Default

- (a) If a Party (**Defaulting Party**) commits an Event of Default, any of the other Parties (**Non-defaulting Party**) may serve a notice (**Default Notice**) on the Defaulting Party specifying the Event of Default and, on receiving the Default Notice, the Defaulting Party must remedy the Event of Default within 20 Business Days after receiving the Default Notice.
- (b) If an Event of Default under clause 9.2(a) could not reasonably be remedied within 20 Business Days, the Defaulting Party must:
 - (i) commence taking steps, in good faith, to remedy the Event of Default within the period of 20 Business Days;
 - (ii) continue taking steps, in good faith, to remedy the Event of Default after the period of 20 Business Days; and
 - (iii) remedy the Event of Default as soon as reasonably practicable but in any event within 12 months after receiving the Default Notice.
- (c) Any remedy exercised under this clause 9.2 is without prejudice to any other rights a Party may have under this Agreement or otherwise at law (including the right to seek interlocutory relief, damages and specific performance).

10. DISPUTE RESOLUTION

10.1 Avoiding Disputes

The Parties agree that they will each make every effort to ensure that disputes do not arise and that if a dispute does arise the Parties will make every reasonable effort to resolve the dispute informally and before recourse to this clause 10.

10.2 Notice of dispute and negotiation

- (a) Where a dispute arises under this Agreement, the Parties must use all reasonable endeavours to resolve the dispute through negotiation under this clause 10.2. No Party may commence any court proceedings relating to the dispute, other than proceedings seeking interlocutory relief, unless that Party has complied with this clause 10.2.
- (b) A Party claiming a dispute has arisen under this Agreement (**Complainant**) must give written notice (**Dispute Notice**) to the other Party or Parties (**Respondent**) with whom the Complainant is in dispute. The Dispute Notice must:
 - (i) identify the dispute and provide reasonable details of the dispute, including any documentary evidence of the dispute; and
 - (ii) designate a senior representative or representatives of the Complainant who has the authority to negotiate and settle the dispute, or to decide not to settle the dispute.
- (c) Within 5 Business Days after receiving the Dispute Notice the Respondent must respond in writing:
 - (i) providing reasonable details of the Respondent's response to the dispute, including any documentary evidence in support of its response to the dispute; and
 - (ii) designate a senior representative or representatives of the Respondent who has the authority to negotiate and settle the dispute, or to decide not to settle the dispute.
- (d) During the 20 Business Days after a Dispute Notice is given (or such longer period as the Complainant and Respondent may agree in writing), each of the Parties must use its reasonable endeavours to resolve the Dispute, which may include the convening of one or meetings of the Parties, including by teleconference or videoconference.

10.3 Interlocutory relief

Nothing in this clause 10 precludes a Party from seeking interlocutory relief relative to the subject matter of a dispute from a court of competent jurisdiction, including the right to seek injunctive relief.

10.4 Obligations continue

If a dispute is referred for resolution under any part of this clause 10, the Parties must, during the period of such negotiation or litigation and pending the making of a decision or the receipt of a judgment or determination, continue to perform their respective obligations under this Agreement so far as circumstances will allow and such performance will be without prejudice to the final decision, judgment or determination made in respect of the matter in dispute.

11. PUBLICATION

The Parties agree that any Party may publish:

- (a) this Agreement as at the Execution Date;
- (b) any subsequent variations to this Agreement; and
- (c) subject to clause 13, any information in relation to this Agreement.

12. ANNOUNCEMENTS

The Parties must not make or authorise a written press release or written public announcement relating to this Agreement (**Announcement**) unless:

- (a) it is required to be made by Law and the disclosing party has given as much notice as possible to, and has consulted (to the fullest extent reasonable in the circumstances) with, the non-disclosing party as to the form and content of the Announcement; or
- (b) the Party wishing to make or authorise the Announcement has the prior written approval of the other Party.

13. CONFIDENTIALITY

13.1 Generally

Each Party agrees that all information disclosed by one Party (**Disclosing Party**) to another Party (**Receiving Party**) during negotiations leading up to executing this Agreement and during the term of this Agreement which is identified by the Disclosing Party as confidential at the time of disclosure, but not including:

- (a) information the Receiving Party, prior to disclosure, already knew or created (whether alone or jointly with any third person) independently of the Disclosing Party;
- (b) information that is public knowledge (otherwise than as a result of a breach of confidentiality by the Receiving Party or any of its permitted disclosees),

is confidential, must be kept confidential and will not be disclosed except as permitted by this clause 13 (**Confidential Information**).

13.2 Permitted disclosure

Subject to clause 13.3, a Receiving Party may disclose Confidential Information:

- (a) if it has the prior written consent of the Disclosing Party;
- (b) to the extent required by Law or applicable securities regulation or rule;
- (c) to the extent that the information is reasonably necessary for any processes or applications under any Law or related to any approvals under or in accordance with this Agreement;
- (d) in connection with any dispute or litigation concerning this Agreement or its subject matter;
- (e) to the Receiving Party's members, agents, officers, employees, advisers and consultants insofar as such disclosure is reasonably necessary for the purposes of this Agreement;
- (f) to the Receiving Party's auditors, financiers, and related bodies corporate insofar as such disclosure is reasonably necessary for the purposes of this Agreement;
- (g) to a proposed assignee of a Party's interest under this Agreement; and

- (h) if a State Party is required to disclose the Confidential Information to any parliamentary body, Minister or governmental entity, including, without limitation, disclosure in response to parliamentary questions, ministerial inquiries and inquiries conducted by or on behalf of the Auditor-General of the State of Western Australia.

13.3 Disclosure requirements

Before making any disclosure to a person under clause 13.2, the Receiving Party must:

- (a) in each case, inform the entity or person to whom the Confidential Information is being disclosed of the Receiving Party's obligations under this Agreement;
- (b) in the case of a disclosure under clause 13.2(b), 13.2(c) or 13.2(d), notify the Disclosing Party and give that Party a reasonable opportunity to take any steps that that Party considers necessary to protect the confidentiality of that information; and
- (c) in the case of a disclosure to a person or entity under clause 13.2(g), procure that the person or entity executes a deed with the Disclosing Party, in such form acceptable to the Disclosing Party (acting reasonably), imposing on the person or entity an undertaking of confidentiality having substantially similar effect as clause 13 of this Agreement.

13.4 Party may seek injunction

Each Party acknowledges that:

- (a) it is aware that any breach of this clause 13 may result in the Disclosing Party suffering loss or damage, for which monetary damages may not be an adequate remedy; and
- (b) in the event of a suspected or actual breach of this clause 13 or any obligation of confidentiality under this Agreement, any adversely affected Disclosing Party is entitled to seek injunctive relief or an order for specific performance of the terms of this clause 13.

13.5 No waiver or transfer of intellectual property rights

Disclosure of Confidential Information in connection with this Agreement does not waive or transfer any intellectual property rights in that Confidential Information held by a Party.

14. NOTICES

14.1 General

Any notices to be given under this Agreement:

- (a) must be in writing and signed by a person duly authorised by the sender;
- (b) must be delivered to the intended recipient:
 - (i) by prepaid post;
 - (ii) by hand;
 - (iii) by fax; or

- (iv) as an attachment to an email to the RNTBC (and, for the avoidance of doubt, notices cannot be delivered by email where the intended recipient is the Minister for Lands),

to the address, fax number or email address specified in clause 14.2 (or the address, fax number or email address last notified in writing by the intended recipient to the sender); and

- (c) will be deemed to be duly given or made:
- (i) in the case of delivery in person, when delivered;
 - (ii) in the case of delivery by post, five Business Days after the date of posting;
 - (iii) in the case of fax, on receipt by the sender of a transmission report from the despatching machine showing the relevant number of pages and the correct destination fax machine number of the recipient and indicating that the transmission has been made without error; and
 - (iv) in the case of email to the RNTBC, at the time of receipt determined in accordance with the *Electronic Transactions Act 2011* (WA),

but if the result is that a notice would be taken to be given or made on a day that is not a Business Day in the place to which the notice is sent or at a time that is later than 4.00pm (local time), it will be taken to have been duly given or made at the commencement of business on the next Business Day in that place.

14.2 Address for notices

As at the Execution Date, the address of each Party is as follows:

RNTBC	Contact Person Warnpurru (Aboriginal Corporation) c/- 76 Wittenoom Street East Perth WA 6004 Fax: (08) 9425 2001 Email: contact@warnpurru.org.au
Minister for Lands	c/- Department of Lands Level 2, 140 William Street Perth WA 6000 Fax: (08) 6552 4417

15. ASSIGNMENT

15.1 Limits on assignment

- (a) A Party may not assign, transfer or novate its right, title, obligations and interests under this Agreement except:
- (i) as provided in clause 15.1(b); or
 - (ii) in accordance with any written law of the Commonwealth or the State of Western Australia.

- (b) If the RNTBC is replaced as the registered native title body corporate for the Agreement Area then it will, before or as soon as reasonably practicable after it is replaced, and with effect on and from the date of the replacement:
 - (i) assign all of its rights and obligations under this Agreement to the replacement registered native title body corporate; and
 - (ii) procure the replacement registered native title body corporate to enter into an Assumption Deed and provide the executed Assumption Deed to the Minister for Lands.

15.2 Updating the Register of Indigenous Land Use Agreements

- (a) If:
 - (i) an assignment, transfer or novation has occurred in accordance with clause 15.1; and
 - (ii) Section 24ED is part of the NT Act,then:
 - (iii) the Parties agree that this Agreement is taken to be amended by updating the description of the Party, including the new contact details for that Party; and
 - (iv) the Minister for Lands, on behalf of the Parties, will notify the Native Title Registrar in writing of the amendment.
- (b) If as a result of an assignment, transfer or novation in accordance with clause 15.1, the details of this Agreement are removed from the Register of Indigenous Land Use Agreements, or this Agreement otherwise ceases to have effect as an indigenous land use agreement under the NT Act, then the Parties will use their reasonable endeavours to ensure that the relevant Parties enter into a new agreement on the same terms as this Agreement.

16. GENERAL

16.1 Entire agreement

This Agreement constitutes the entire agreement between the Parties as to its subject matter and, in relation to that subject matter, supersedes any prior understanding or agreement between any of the Parties and any prior condition, warranty, indemnity or representation imposed, given or made by a Party.

16.2 Counterparts

- (a) This Agreement may be executed in counterparts. All executed counterparts, taken together, constitute one document.
- (b) Each Party must execute a number of counterparts that will enable each Party to have at least one original version of each counterpart.

16.3 Governing law and jurisdiction

- (a) This Agreement is governed by the NT Act, and otherwise by the law applicable in the State of Western Australia.

- (b) Each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia and the Federal Court and High Court of Australia.

16.4 Costs and duties

- (a) The State will bear any duties, fees or taxes associated with entry into and Registration of this Agreement.
- (b) Each Party will bear its own costs including legal costs associated with the negotiation, drafting and execution of this Agreement.

16.5 Election and waiver

The Parties agree that a right or power under this Agreement will only be deemed to be waived by notice in writing, signed by the Party waiving the right or power, and:

- (a) no other conduct of a Party (including a failure to exercise, a delay in exercising or a partial exercise of a right or power or any forbearance or indulgence granted by one Party to another Party in respect of a right or power) operates as a waiver of the right or power or otherwise prevents the exercise of that right or power;
- (b) a waiver of a right or power on one or more occasions by a Party does not operate as a waiver of that right or power if it arises again in the future or prejudices that Party's other rights or powers or future rights or powers in respect of the right or power waived; and
- (c) the exercise of a right or power does not prevent any further exercise of that right or power or of any other right or power.

16.6 No merger

The rights and obligations of the Parties will not merge on the completion of any transaction contemplated by this Agreement.

16.7 Further action and time

Each Party must use its best endeavours to do all things necessary or desirable to give full effect to this Agreement and the matters contemplated by it. The Parties agree that time is of the essence in relation to the rights and obligations set out in this Agreement.

Schedule 1 – Agreement Area: Maps (Clause 1.2)

Part 1

Written description

The Agreement Area is described as:

(A) All that land and water formerly comprising Reserve 34606 for the purpose of Conservation of Flora and Fauna, being Lot 13 as shown on Deposited Plan 91083 (Reserve 34606 – Gibson Desert Nature Reserve).

(B) Consistent with their exclusion from the area covered by Reserve 34606, the Agreement Area does not include the Road Corridors described in Part 3.

The Agreement Area is depicted on the map at Part 2.

Part 2

Map

[insert]

Part 3

Road Corridors

(a) Gary Highway

All that land, being 100 metres wide and defined by the centreline commencing at the intersection of a northern boundary of the land and water formerly comprising Reserve 34606 (Gibson Desert Nature Reserve), being Lot 13 as shown on Deposited Plan 91083, with approximate Longitude 125.057882 East and extending generally southerly along that centreline through the following approximate coordinate positions:

LATITUDE (SOUTH)	LONGITUDE (EAST)
24.416928	125.057882
24.419339	125.057042
24.420943	125.056567
24.430237	125.053742
24.431927	125.053290
24.434278	125.052570
24.435184	125.052402
24.435469	125.052271
24.435634	125.052239
24.436138	125.052336

24.436354	125.052281
24.436806	125.051914
24.437163	125.051755
24.438036	125.051477
24.440593	125.051110
24.442932	125.050976
24.444971	125.050913
24.446550	125.050951
24.449181	125.050579
24.449837	125.050573
24.450981	125.050286
24.452345	125.050063
24.458395	125.048052
24.460771	125.047179
24.464065	125.046731
24.467674	125.045707
24.472632	125.045096
24.479020	125.044445
24.480251	125.044384
24.486261	125.043146
24.488106	125.042913
24.488969	125.042688
24.490131	125.042688
24.492498	125.042694
24.494623	125.042858
24.496982	125.043221
24.498936	125.043508
24.501113	125.043372
24.503095	125.043212
24.505181	125.042906
24.505462	125.042790
24.508399	125.042704
24.509719	125.042785
24.515912	125.043550
24.516522	125.043517
24.517484	125.043448
24.518253	125.043276
24.518703	125.043243
24.519302	125.042931
24.520433	125.042704

24.522181	125.041593
24.525043	125.040269
24.526351	125.039742
24.530167	125.038076
24.536021	125.035811
24.539586	125.034750
24.544425	125.033309
24.548113	125.032035
24.551983	125.030732
24.554421	125.030511
24.556349	125.030303
24.559375	125.029965
24.561383	125.029479
24.562162	125.029452
24.564100	125.029508
24.566393	125.029258
24.568249	125.029248
24.571444	125.028982
24.574007	125.028358
24.575409	125.028099
24.576076	125.027714
24.576871	125.027647
24.578154	125.026877
24.579218	125.026530
24.580218	125.026573
24.583067	125.026160
24.586500	125.025198
24.588601	125.024313
24.591752	125.023230
24.594219	125.022995
24.596066	125.022981
24.600466	125.023329
24.601987	125.023516
24.602466	125.023389
24.602631	125.023425
24.606023	125.023413
24.608064	125.023065
24.610810	125.022948
24.613660	125.022385
24.617413	125.021816

24.620838	125.021016
24.622014	125.020799
24.623034	125.020431
24.623368	125.020251
24.623619	125.020223
24.626170	125.019520
24.627897	125.019333
24.633483	125.018955
24.635410	125.018554
24.636635	125.018293
24.639027	125.017719
24.642188	125.017024
24.642528	125.017007
24.647611	125.015985
24.650340	125.015515
24.652263	125.015256
24.654531	125.015183
24.656346	125.015093
24.657923	125.014890
24.660241	125.014559
24.661496	125.014322
24.664841	125.013955
24.665424	125.013857
24.670848	125.013368
24.672355	125.013345
24.673681	125.013245
24.677696	125.012173
24.680711	125.010473
24.684440	125.008922
24.687964	125.008118
24.690503	125.007969
24.693715	125.008729
24.695008	125.008904
24.695559	125.008852
24.697722	125.008651
24.698115	125.008515
24.700230	125.008393
24.702043	125.008030
24.702785	125.007912
24.703411	125.007678

24.704360	125.007486
24.704981	125.007444
24.708042	125.006700
24.709549	125.006465
24.710445	125.006386
24.711581	125.006480
24.712081	125.006584
24.712478	125.006770
24.713701	125.006510
24.714856	125.006504
24.720101	125.006270
24.726790	125.006606
24.737589	125.005928
24.739877	125.005916
24.752541	125.005616
24.756572	125.005092
24.760341	125.004932
24.761972	125.004755
24.764568	125.004419
24.770361	125.002807
24.772692	125.002403
24.775806	125.001757
24.777161	125.001382
24.778739	125.000848
24.783478	124.999367
24.787414	124.998209
24.789708	124.997746
24.796435	124.996604
24.802375	124.995840
24.805841	124.996277
24.807749	124.996674
24.809622	124.996856
24.811612	124.996816
24.813978	124.996528
24.818466	124.996568
24.822008	124.996426
24.823880	124.996185
24.827246	124.995857
24.833914	124.995449
24.838408	124.994690

24.839665	124.994552
24.843077	124.993848
24.847186	124.992881
24.847710	124.992640
24.849192	124.991958
24.850397	124.991487
24.852385	124.990896
24.854709	124.990742
24.857884	124.990616
24.859704	124.990453
24.862593	124.989931
24.866663	124.988794
24.868062	124.988721
24.869595	124.988668
24.870805	124.988361
24.872451	124.988247
24.874665	124.987613
24.874876	124.987520
24.875039	124.987535
24.876900	124.987384
24.877676	124.987186
24.879608	124.986911
24.881025	124.986911
24.882426	124.986998
24.884430	124.987703
24.888889	124.989315
24.893658	124.991305
24.896285	124.991941
24.897894	124.991977
24.902342	124.991690
24.906598	124.991294
24.913700	124.990861
24.920384	124.990783
24.925919	124.990456
24.932557	124.989765
24.935247	124.989450
24.938099	124.989084
24.940513	124.988623
24.944628	124.988105
24.946977	124.988115

24.947891	124.988247
24.951143	124.989054
24.952935	124.988766
24.960714	124.987467
24.962742	124.987045
24.963674	124.986928
24.964565	124.986586
24.965488	124.985924
24.966651	124.984757
24.967984	124.984125
24.969147	124.983766
24.970220	124.983335
24.971065	124.983151
24.972257	124.983021
24.972807	124.982878
24.973554	124.982735
24.974659	124.982680
24.975653	124.982514
24.978000	124.980987
24.980272	124.979810
24.982107	124.978914
24.983945	124.978309
24.984956	124.978137
24.985969	124.978100
24.990846	124.977319
24.992466	124.977360
24.994922	124.977123
25.000716	124.976524
25.003902	124.976277
25.006039	124.976165
25.006643	124.975963
25.007671	124.976194
25.008699	124.976172
25.010115	124.976339
25.011733	124.976293
25.011554	124.976258
25.013090	124.975906
25.019241	124.975687
25.023049	124.974403
25.031596	124.971630

25.032434	124.970983
25.034283	124.969862
25.034819	124.969670
25.036458	124.969453
25.039390	124.970740
25.042989	124.972941
25.045737	124.974640
25.050646	124.975431
25.051318	124.975473
25.051645	124.975615
25.051879	124.975617
25.052139	124.975671
25.053122	124.976745
25.053336	124.976918
25.053765	124.977035
25.054786	124.977205
25.055441	124.977379
25.057479	124.978043
25.058309	124.978265
25.058576	124.978285
25.059158	124.978424
25.059668	124.978434
25.059973	124.978564
25.061001	124.978700
25.061381	124.978654
25.061991	124.978725
25.062223	124.978680
25.062471	124.978793
25.062937	124.978904
25.063263	124.979098
25.063441	124.979130
25.064102	124.978902
25.065248	124.978953
25.065999	124.978900
25.066565	124.978743
25.067235	124.979066
25.067677	124.979133
25.067971	124.979102
25.068290	124.979205
25.069082	124.979239

25.069191	124.979312
25.069383	124.979261
25.069713	124.979325
25.070191	124.979268
25.070399	124.979429
25.071144	124.979494
25.071512	124.979617
25.071650	124.979637
25.071870	124.979553
25.072300	124.979618
25.072468	124.979692
25.072975	124.979715
25.073444	124.979778
25.073918	124.979930
25.074352	124.979927
25.074523	124.980121
25.076739	124.981588
25.078016	124.981895
25.079014	124.982258
25.079497	124.982317
25.079692	124.982376
25.080015	124.982388
25.080686	124.982673
25.081334	124.982677
25.081672	124.982762
25.082215	124.982983
25.083588	124.984710
25.083855	124.984961
25.086055	124.985063
25.086294	124.985023
25.086895	124.984849
25.087199	124.984586
25.087856	124.984598
25.088972	124.984166
25.090154	124.983211
25.091842	124.981616
25.092661	124.980963
25.093131	124.980645
25.093415	124.980535
25.093646	124.980488

25.095078	124.980460
25.096348	124.980287
25.098014	124.979952
25.098766	124.979902
25.099611	124.979675
25.101037	124.979380
25.101482	124.979376
25.101941	124.979595
25.102429	124.979690
25.102844	124.979914
25.103140	124.980013
25.103455	124.980275
25.103593	124.980379
25.103734	124.980425
25.104805	124.980152
25.105765	124.980283
25.106264	124.980432
25.107165	124.980816
25.107887	124.980833
25.109171	124.980798
25.110315	124.980880
25.110841	124.980867
25.111775	124.980831
25.112518	124.980930
25.113452	124.980880
25.113910	124.980892
25.116341	124.980585
25.119534	124.980565
25.121311	124.980362
25.122816	124.980300
25.124279	124.980301
25.126182	124.980310
25.130073	124.980415
25.130419	124.980521
25.131243	124.980879
25.132457	124.981201
25.141494	124.983347
25.141797	124.983388
25.142903	124.983267
25.150715	124.981770

25.153205	124.981244
25.157096	124.980490
25.159745	124.980390
25.174271	124.980499

(b) Gunbarrel Highway

All that land, being 100 metres wide and defined by the centreline commencing at the intersection of a western boundary of Reserve 34606 (Gibson Desert Nature Reserve), being Lot 13 as shown on Deposited Plan 91083, with approximate Latitude 25.173822 South and extending easterly and generally southeasterly along that centreline through the following approximate coordinate positions:

LATITUDE (SOUTH)	LONGITUDE (EAST)
25.174345	124.819729
25.174271	124.980499
25.174265	124.993457
25.174259	124.994496
25.174215	124.995301
25.174193	124.998132
25.174107	125.059452
25.174250	125.063290
25.174350	125.066050
25.174773	125.066719
25.175413	125.067109
25.176520	125.067301
25.177642	125.067971
25.181577	125.070950
25.201959	125.086511
25.207221	125.090544
25.226898	125.105563
25.227040	125.105734
25.227350	125.105922
25.308160	125.167514
25.311059	125.169585
25.312766	125.170715
25.316453	125.172120
25.319054	125.173121
25.322032	125.173530
25.327200	125.173853

25.329229	125.174178
25.330375	125.174344
25.331574	125.174587
25.333070	125.174848
25.334930	125.175242
25.335591	125.175277
25.336356	125.175150
25.336713	125.174903
25.336974	125.174651
25.337456	125.174040
25.337944	125.173078
25.338210	125.172353
25.339134	125.168796
25.339683	125.167041
25.340005	125.166489
25.340855	125.165652
25.342280	125.165142
25.343051	125.165150
25.344143	125.165623

then southeasterly to the intersection of a southern boundary of Reserve 34606 (Gibson Desert Nature Reserve), being Lot 13 as shown on Deposited Plan 91083, with Longitude 125.206795 East.

Schedule 2 – Management Order and Management Deed (Clause 1.2)

Schedule 3 – Application for ILUA Registration (Clause 7.1(a))

Schedule 4 (Clause 7.5)

Documentation of Decision of Common Law Holders

Those whose signatures appear on this document are all members of the [INSERT RNTBC] Aboriginal Corporation RNTBC (**the Corporation**) who certify that:

1. In accordance with regulation 8 of the *Native Title (Prescribed Bodies Corporate) Regulations 1999* (Cth) (**PBC Regulations**), the common law holders have made a native title decision to enter an indigenous land use agreement under Subdivision B of Division 3 of Part 2 of the *Native Title Act 1993* (Cth).
2. In accordance with regulation 9(1)(b) of the PBC Regulations, the common law holders have been consulted about, and have consented to, the native title decision, in accordance with regulation 8.

Evidence of consultation and consent (reg 9 PBC Regulations)

- (a) The Corporation's Rule Book provides for a consultation process that applies to the making of a native title decision mentioned in regulation 8(1)(b) of the PBC Regulations. That process is contained in paragraphs 12.7 to 12.9 of the Rule Book as follows:

Native Title Decisions

12.7 Where a matter before the Corporation is a Native Title Decision, the matter shall be decided by the Members at a General Meeting in accordance with Traditional Law and Custom, and where appropriate, by Consensus.

12.8 Before a resolution under Rule 12.7 is made, the Corporation must consult with, and obtain the consent of, the Common Law Holders in accordance with Rule 12.9.

12.9 The Corporation must ensure that:

- (a) the Common Law Holders understand the purpose and nature of a proposed Native Title Decision by:
 - (i) consulting, and considering the views of, a representative body for the area that the native title rights and interests relate; and
 - (ii) if the Corporation considers it to be appropriate and practicable, giving notice of those views to the Common Law Holders, and
- (b) the consent of the Common Law Holders is given in accordance with Traditional Law and Custom.

- (b) [In accordance with regulation 8(3) of the PBC Regulations and the Rule Book, the consent of the common law holders was given in accordance with a particular process of decision-making that, under the common law holders' traditional laws and customs, must be followed in relation to the native title decision.]

OR

[In accordance with regulation 8(4) of the PBC Regulations and the Rule Book, the consent of the common law holders was given in accordance with the process of decision making agreed to, or adopted, by them for the proposed native title decision, or for decisions of the same kind as that decision.]

- (c) The common law holders were consulted about, and consented to, the proposed decision to enter into the Agreement in accordance with the process in the Rule Book before the Corporation entered into the Agreement.

[INSERT Date and signatures of members of the Corporation who are also affected common law holders, in compliance with reg 9(4).]

Regulation 9(6) of the Native Title (Prescribed Bodies Corporate) Regulations 1999

Certification by members of *INSERT RNTBC name* Aboriginal Corporation RNTBC (the Corporation)

Those whose signatures appear on this document are all members of the *INSERT RNTBC name* Aboriginal Corporation RNTBC (the Corporation) who certify that:

1. [RATSIB/NTSP] has been consulted by [RNTBC] about the proposed decision to enter into [ILUA SHORT NAME] as required by regulation 8(2) of the PBC Regulations.
2. The views of [RATSIB/NTSP] has been considered by [RNTBC] in accordance with regulation 8(2) of the PBC Regulations.

[INSERT date and signature of at least 5 members of the RNTBC]

Certification by RATSIB/NTSP

I hereby certify that [RATSIB/NTSP] has been consulted by [RNTBC] about the proposed decision to enter into [ILUA SHORT NAME] as required by regulation 8(2) of the PBC Regulations.

[INSERT date and signature of an authorised member of the RATSIB/NTSP]

Signing pages

EXECUTED as a deed

The common seal of the **MINISTER FOR LANDS**, a body corporate continued under section 7(1) of the *Land Administration Act 1997* (WA) was hereunto affixed in the presence of:)
)
)
)
)

HON. BENJAMIN SANA WYATT MLA
MINISTER FOR LANDS

Date

EXECUTED by **WARNPURRU**)
ABORIGINAL CORPORATION RNTBC)
(ICN 8979) pursuant to section 99-5)
of the *Corporations (Aboriginal and*)
Torres Strait Islander) Act 2006 (Cth) by)

Director (signature)

Director/Secretary* (signature)
(*delete whichever is not applicable)

Name (please print)

Name (please print)

Date

Date

