

SCHEDULE 7: SECTION 47C AGREEMENT

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SCHEDULE 7 PART A

2020

**DAISY TJUPARNTARRI WARD, BEN JUNIOR RALPH BROWN, ANDREW
JONES, LEESE GILES, PAUL CARNEGIE AND CLARABELLE WARD
KENDA IN THEIR OWN RIGHT AND FOR AND ON BEHALF OF THE
GIBSON DESERT PEOPLE**

AND

THE STATE OF WESTERN AUSTRALIA

**AGREEMENT TO THE OPERATION OF
SECTION 47C OF THE *NATIVE TITLE ACT 1993* (CTH) IN RELATION TO
THE GIBSON DESERT NATURE RESERVE**

State Solicitor's Office
David Malcolm Justice Centre
28 Barrack Street, Perth WA 6000
Telephone: (08) 9264 1888
Ref: 2704-18

THIS AGREEMENT is made the _____ day of _____ 202__

BETWEEN

Daisy Tjuparntarri Ward, Ben Junior Ralph Brown, Andrew Jones, Leese Giles, Paul Carnegie and Clarabelle Ward Kenda¹ in their own right and for and on behalf of the Gibson Desert People, care of Warnpurru (Aboriginal Corporation) (ICN 8979), c/- 76 Wittenoom Street, East Perth, Western Australia (**Gibson Desert Party**)

AND

State of Western Australia, represented by the [*insert relevant Minister*] of 12th Floor, Dumas House, 2 Havelock Street, West Perth, Western Australia (**State**)

RECITALS

- A.** On 28 October 2020, the Gibson Desert Applicant, the State and others executed the Settlement Agreement to, among other things, settle all claims for compensation for the loss, diminution, impairment or other effect on the Gibson Desert People's native title rights and interests by the creation of the Reserve.
- B.** The Settlement Agreement also provides for means by which the Gibson Desert People can seek a determination of native title in relation to the land and waters the subject of the Reserve by relying on section 47C of the NTA, which was not law when the Settlement Agreement was executed.

¹ The persons named are those authorised by the Gibson Desert People at a meeting held at Patjarr on 9 September 2020 to be the applicant and to make a native title determination application in reliance on section 47C if it should become law: see Recital E. The persons comprising the applicant may be subject to change from time to time.

- C. In anticipation of entry into the Settlement Agreement, on 18 September 2020 the Gibson Desert Applicant made the Compensation Claim to obtain orders by consent that resolve the State's compensation liability consistently with the terms of the Settlement Agreement.
- D. [On *[insert date]*, the Federal Court of Australia made the Compensation Determination on the basis of the Settlement Agreement. At the same time, the Court made the Determination of No Native Title.]²
- E. Consistent with the authorisation given by the Gibson Desert People at a meeting held at Patjarr on 9 September 2020, the Gibson Desert Party comprises those members of the Gibson Desert Applicant who remain willing and able to act in that capacity. This reflects that the Gibson Desert People authorised the Gibson Desert Applicant to:
- (a) make the Gibson Desert Compensation Claim;
 - (b) enter into the Settlement Agreement; and
 - (c) seek a determination of native title in reliance on section 47C if it should become law.
- F. On *[insert date]*, section 47C of the NTA became law.
- G. In accordance with the Settlement Agreement and section 47C of the NTA:
- (a) on *[insert date]* the Gibson Desert Party requested the State's agreement to the operation of section 47C in relation to the Reserve; and
 - (b) on *[insert date]*, the State arranged for notification of the proposed terms of this Agreement by *[insert details for the giving of notice]*. The purpose of the notification was to give interested persons an opportunity

² This Recital is only to be included if clause 11 of the Settlement Agreement applies (section 47C is enacted after a Compensation Determination and Determination of No Native Title is made).

to comment on the proposed agreement. The period for comment ended on *[insert date]*.

- H. The Parties enter this Agreement for the purposes of section 47C(1)(b) of the NTA to enable the Gibson Desert People to seek a determination of native title in relation to the Reserve on the basis that prior extinguishment of their native title is to be disregarded.
- I. *[The Parties intend that the Compensation Claim and the Native Title Claim will be determined at the same time.]*³

DEFINITIONS

The Parties agree as follows:

1. In this Agreement the following words and phrases have the following meanings:

Agreement Area means all the land and waters the subject of the Reserve.

Compensation Claim means Federal Court of Australia proceeding WAD 222/2020.

*[Compensation Determination means the determination of compensation made by the Federal Court of Australia by consent on *[insert date]* in the Compensation Claim (*[insert relevant decision citation]*).]*⁴

*[Determination of No Native Title means the current determination of native title to the effect that native title does not exist in relation to the Reserve made by the Federal Court of Australia on *[insert date]* in accordance with section*

³ This Recital is not to be included if clause 11 of the Settlement Agreement applies (section 47C is enacted after a Compensation Determination and Determination of No Native Title is made).

⁴ This definition is only to be included if clause 11 of the Settlement Agreement applies (section 47C is enacted after a Compensation Determination and Determination of No Native Title is made).

13(2) of the NTA in the Compensation Claim ([*insert relevant decision citation*)]].⁵

Gibson Desert Applicant means the applicant within the meaning of section 61(2) of the NTA in the Compensation Claim.

Gibson Desert People means the group of persons described in Schedule 1.

Native Title Claim means a native title determination application to be made on behalf of the Gibson Desert People pursuant to section 61(1) of the NTA being the relevant claimant application for the purposes of section 47C(1)(a).

NTA means the *Native Title Act 1993* (Cth).

Parties means the Gibson Desert Party and the State.

Reserve means all that land and water comprising Reserve 34606 for the purpose of Conservation of Flora and Fauna being Lot 13 as shown on Deposited Plan 91083 and having a total area of approximately 1,824,864 hectares, excluding Road Corridors.

Road Corridors means the area described in Schedule 2.

Settlement Agreement means the Gibson Desert Nature Reserve Compensation and Lurrtjurrula Palakitjalu Settlement Agreement entered into by the State represented by the Minister for Aboriginal Affairs and the Minister for Environment, the Minister for Lands (body corporate), the Chief Executive Officer of the Department of Biodiversity, Conservation and Attractions, the Conservation and Parks Commission, the Gibson Desert Applicant, Warnpurru (Aboriginal Corporation) (ICN 8979) and Central Desert Native Title Services Ltd on 28 October 2020.

⁵ This definition is only to be included if clause 11 of the Settlement Agreement applies (section 47C is enacted after a Compensation Determination and Determination of No Native Title is made).

[State's Application means a revised native title determination application to be made by the State under sections 61 and 13(1) of the NTA seeking orders to revoke the Determination of No Native Title being the relevant revised native title determination application for the purposes of section 47C(1)(a).]⁶

2. 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) words expressed in the singular include the plural and vice versa;
 - (c) a reference to a document, agreement or instrument is to that document, agreement or instrument as varied, amended, supplemented, or replaced;
 - (d) 'including' means 'including but not limited to';
 - (e) a reference to a written law will be deemed to include any amendment, re-enactment or consolidation of the written law.

OPERATIVE PROVISIONS

Application of section 47C to the Agreement Area

3. The Parties agree to the operation of section 47C in relation to the Agreement Area.
4. Without limiting clause 3, the Parties agree that, for all purposes under the NTA in relation to the Native Title Claim, any extinguishment of native title

⁶ This definition is only to be included if clause 11 of the Settlement Agreement applies (section 47C is enacted after a Compensation Determination and Determination of No Native Title is made).

by the setting aside or by the vesting of the Reserve, and by the creation of any other prior interest in relation to the Agreement Area, is to be disregarded.

5. In accordance with section 47C(4) of the NTA, the State agrees that the extinguishing effect of any of its relevant public works in the Agreement Area is to be disregarded.

Governing law and jurisdiction

6. Apart from its operation under the NTA, this Agreement is governed by the law applicable in the State of Western Australia.
7. Each Party irrevocably and unconditionally submits to the jurisdiction of the Federal Court of Australia and to the non-exclusive jurisdiction of the courts of Western Australia.

Costs

8. Each Party will bear its own costs in relation to the negotiation, preparation and execution of this Agreement.

Counterparts

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

Further action and time

11. Each Party must use its best endeavours to do all things necessary or desirable to give effect to this Agreement and the matters contemplated by it.

EXECUTED AS AN AGREEMENT

EXECUTED for and on behalf of the)
Applicant in the Pila Nature Reserve)
Native Title Claim WAD [XXX /)
XXXX], by the following members of the)
Applicant:)

Daisy Tjuparntarri Ward, member of the
Applicant in WAD **[XXX / XXXX]**
(signature)

Witness (signature)

Date

Name of witness (please print)

Ben Junior Ralph Brown, member of the
Applicant in WAD **[XXX / XXXX]**
(signature)

Witness (signature)

Date

Name of witness (please print)

Andrew Jones, member of the Applicant in
WAD **[XXX / XXXX]** (signature)

Witness (signature)

Date

Name of witness (please print)

Leese Giles, member of the Applicant in
WAD **[XXX / XXXX]** (signature)

Witness (signature)

Date

Name of witness (please print)

Paul Carnegie, member of the Applicant in
WAD [XXX / XXXX] (signature)

Witness (signature)

Date

Name of witness (please print)

Clarabelle Ward Kenda, member of the
Applicant in WAD [XXX / XXXX]
(signature)

Witness (signature)

Date

Name of witness (please print)

[Insert relevant signature block for the State]

SCHEDULE 7 PART A

SCHEDULE 1

THE GIBSON DESERT PEOPLE

1. The Gibson Desert People are those persons who:
 - (a) have rights under traditional laws and customs in part or all of the Determination Area through:
 - (i) being conceived in the claim area;
 - (ii) being born in the claim area;
 - (iii) the birth of an ancestor on the claim area;
 - (iv) the acquisition of knowledge through long association with the claim area;
 - (v) an ancestor's acquisition of knowledge through long association with the claim area;
 - (vi) the burial site of an ancestor in the claim area; and/or
 - (vii) having religious, sacred, ritual, practical and historical knowledge of the claim area; and
 - (b) are recognised under traditional laws and customs by other members of the Gibson Desert People as having rights in the Determination Area.
2. As at the date of this Agreement, this includes the descendants of the following persons:
 - (a) Malungka;
 - (b) the siblings Wirun / Wallace Davies, Tjuturumul / Billy Campbell and Marnupa Banks;
 - (c) Katurapulparr;
 - (d) the siblings Wunkurpa, Ngawili / Nolene Campbell, Tjintutjitji, Mulyamaru / Barney Ward and Nangkawan / Robert Ward;
 - (e) Lenny Morrison;
 - (f) Kaliya / Amy Anderson;
 - (g) the cousin-siblings Mirta-Mirta / Andy Campbell, Dinny Campbell and Nyipi Ward;

- (h) the siblings Kautjuku / Polly Bond, Red Robertson, Walampari Mitchell and Tatitjarra / Arthur Robertson;
- (i) Minmarna / Chinaman / John Carnegie;
- (j) the siblings Yaluwila / Violet Ward and Neva Butler;
- (k) the siblings Tjiltjirrkurnyu and Tjapiyatjara;
- (l) the siblings Matjuwa Campbell and Nyingura Martin;
- (m) Kuku / Kirintji;
- (n) Dr George Ward / George Ward;
- (o) the siblings Dolly Smith and Eileen Robinson;
- (p) Pulpurru Davies; and
- (q) Nyaraurr / Nama Cutline / Ben Brown.

SCHEDULE 2
ROAD CORRIDORS

1. Gary Highway

All that land, being 100 metres wide and defined by the centreline commencing at the intersection of a northern boundary of 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

2. 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	LONGITUDE
-----------------	------------------

(SOUTH)	(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 7 PART B

2020

**DAISY TJUPARNTARRI WARD, BEN JUNIOR RALPH BROWN, ANDREW
JONES, LEESE GILES, PAUL CARNEGIE AND CLARABELLE WARD
KENDA IN THEIR OWN RIGHT AND FOR AND ON BEHALF OF THE
GIBSON DESERT PEOPLE**

AND

THE STATE OF WESTERN AUSTRALIA

**AGREEMENT TO THE OPERATION OF
SECTION 47C OF THE *NATIVE TITLE ACT 1993* (CTH) IN RELATION TO
RESERVE [XXXXX]**

State Solicitor's Office
David Malcolm Justice Centre
28 Barrack Street, Perth WA 6000
Telephone: (08) 9264 1888
Ref: 2704-18

THIS AGREEMENT is made the _____ day of _____ 202_

BETWEEN

Daisy Tjuparntarri Ward, Ben Junior Ralph Brown, Andrew Jones, Leese Giles, Paul Carnegie and Clarabelle Ward Kenda¹ in their own right and for and on behalf of the Gibson Desert People, care of Warnpurru (Aboriginal Corporation) (ICN 8979), c/- 76 Wittenoom Street, East Perth, Western Australia (**Gibson Desert Party**)

AND

State of Western Australia, represented by the [*insert relevant Minister*] of 12th Floor, Dumas House, 2 Havelock Street, West Perth, Western Australia (**State**)

RECITALS

- A. On 28 October 2020, the Gibson Desert Applicant, the State and others executed the Settlement Agreement to, among other things, settle all claims for compensation for the loss, diminution, impairment or other effect on the Gibson Desert People's native title rights and interests by the creation of the Gibson Desert Nature Reserve.
- B. The Settlement Agreement also provides for means by which the Gibson Desert People can seek a determination of native title in relation to the land and waters formerly the subject of the Gibson Desert Nature Reserve by relying on section 47C of the NTA, which was not law when the Settlement Agreement was executed.

¹ The persons named are those authorised by the Gibson Desert People at a meeting held at Patjarr on 9 September 2020 to be the applicant and to make a native title determination application in reliance on section 47C if it should become law: see Recital C. The persons comprising the applicant may be subject to change from time to time.

- C. In anticipation of entry into the Settlement Agreement, on 18 September 2020 the Gibson Desert Applicant made the Compensation Claim to obtain orders by consent that resolve the State's compensation liability consistently with the terms of the Settlement Agreement.
- D. Consistent with the authorisation given by the Gibson Desert People at a meeting held at Patjarr on 9 September 2020, the Gibson Desert Party comprises those members of the Gibson Desert Applicant who remain willing and able to act in that capacity. This reflects that the Gibson Desert People authorised the Gibson Desert Applicant to:
- (a) make the Gibson Desert Compensation Claim;
 - (b) enter into the Settlement Agreement; and
 - (c) seek a determination of native title in reliance on section 47C if it should become law.
- E. In accordance with the Settlement Agreement on [*insert date*] the Gibson Desert Nature Reserve was cancelled and subsequently replaced by the Reserve. In accordance with a management order dated [*insert date*] made under section 46 of the *Land Administration Act 1997* (WA), Warnpurru (Aboriginal Corporation) has care, control and management of the Reserve.
- F. On [*insert date*], section 47C of the NTA became law.
- G. In accordance with the Settlement Agreement and section 47C of the NTA:
- (a) on [*insert date*] the Gibson Desert Party requested the State's agreement to the operation of section 47C in relation to the Reserve; and
 - (b) on [*insert date*], the State arranged for notification of the proposed terms of this Agreement by [*insert details for the giving of notice*]. The purpose of the notification was to give interested persons an opportunity to comment on the proposed agreement. The period for comment ended on [*insert date*].

- H.** The Parties enter this Agreement for the purposes of section 47C(1)(b) of the NTA to enable the Gibson Desert People to seek a determination of native title in relation to the Reserve on the basis that prior extinguishment of their native title is to be disregarded.

DEFINITIONS

The Parties agree as follows:

1. In this Agreement the following words and phrases have the following meanings:

Agreement Area means all the land and waters the subject of the Reserve.

Compensation Claim means Federal Court of Australia proceeding WAD 222/2020.

Gibson Desert Applicant means the applicant within the meaning of section 61(2) of the NTA in the Compensation Claim.

Gibson Desert Nature Reserve means 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 and having a total area of approximately 1,824,864 hectares, excluding Road Corridors.

Road Corridors means the area described in Schedule 1.

Gibson Desert People means the group of persons described in Schedule 2.

Native Title Claim means a native title determination application to be made on behalf of the Gibson Desert People pursuant to section 61(1) of the NTA being the relevant claimant application for the purposes of section 47C(1)(a).

NTA means the *Native Title Act 1993* (Cth).

Parties means the Gibson Desert Party and the State.

Reserve means all that land and water comprising Reserve [*insert number*] for the purpose of Conservation and Aboriginal Social, Cultural and Economic Benefit being [*insert details*].

Settlement Agreement means the Gibson Desert Nature Reserve Compensation and Lurrtjurrula Palakitjalu Settlement Agreement entered into by the State represented by the Minister for Aboriginal Affairs and Minister for Environment, the Minister for Lands (body corporate), the Chief Executive Officer of the Department of Biodiversity, Conservation and Attractions, the Conservation and Parks Commission, the Gibson Desert Applicant, Wampurru (Aboriginal Corporation) (ICN 8979) and Central Desert Native Title Services Ltd on [*insert date*].

2. 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) words expressed in the singular include the plural and vice versa;
 - (c) a reference to a document, agreement or instrument is to that document, agreement or instrument as varied, amended, supplemented, or replaced;
 - (d) 'including' means 'including but not limited to';
 - (e) a reference to a written law will be deemed to include any amendment, re-enactment or consolidation of the written law.

OPERATIVE PROVISIONS

Application of section 47C to the Agreement Area

3. The Parties agree to the operation of section 47C in relation to the Agreement Area.
4. Without limiting clause 3, the Parties agree that, for all purposes under the NTA in relation to the Native Title Claim, any extinguishment of native title by the setting aside or by the vesting of the Reserve, and by the creation of any other prior interest in relation to the Agreement Area, is to be disregarded.
5. In accordance with section 47C(4) of the NTA, the State agrees that the extinguishing effect of any of its relevant public works in the Agreement Area is to be disregarded.

Governing law and jurisdiction

6. Apart from its operation under the NTA, this Agreement is governed by the law applicable in the State of Western Australia.
7. Each Party irrevocably and unconditionally submits to the jurisdiction of the Federal Court of Australia and to the non-exclusive jurisdiction of the courts of Western Australia.

Costs

8. Each Party will bear its own costs in relation to the negotiation, preparation and execution of this Agreement.

Counterparts

9. This Agreement may be executed in counterparts. All executed counterparts, taken together, constitute one document.

10. Each Party must execute a number of counterparts that will enable each Party to have at least one original version of each counterpart.

Further action and time

11. Each Party must use its best endeavours to do all things necessary or desirable to give effect to this Agreement and the matters contemplated by it.

EXECUTED AS AN AGREEMENT

EXECUTED for and on behalf of the)
Applicant in the Pila Nature Reserve)
Native Title Claim WAD [XXX /)
XXXX], by the following members of the)
Applicant:)

Daisy Tjuparntarri Ward, member of the
Applicant in WAD **[XXX / XXXX]**
(signature)

Witness (signature)

Date

Name of witness (please print)

Ben Junior Ralph Brown, member of the
Applicant in WAD **[XXX / XXXX]**
(signature)

Witness (signature)

Date

Name of witness (please print)

Andrew Jones, member of the Applicant in
WAD **[XXX / XXXX]** (signature)

Witness (signature)

Date

Name of witness (please print)

Leese Giles, member of the Applicant in
WAD **[XXX / XXXX]** (signature)

Witness (signature)

Date

Name of witness (please print)

Paul Carnegie, member of the Applicant in
WAD [XXX / XXXX] (signature)

Witness (signature)

Date

Name of witness (please print)

Clarabelle Ward Kenda, member of the
Applicant in WAD [XXX / XXXX]
(signature)

Witness (signature)

Date

Name of witness (please print)

[Insert relevant signature block for the State]

SCHEDULE 7 PART B

SCHEDULE 1 ROAD CORRIDORS

1. Gary Highway

All that land, being 100 metres wide and defined by the centreline commencing at the intersection of a northern boundary of 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

2. 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
THE GIBSON DESERT PEOPLE

1. The Gibson Desert People are those persons who:
 - (a) have rights under traditional laws and customs in part or all of the Determination Area through:
 - (i) being conceived in the claim area;
 - (ii) being born in the claim area;
 - (iii) the birth of an ancestor on the claim area;
 - (iv) the acquisition of knowledge through long association with the claim area;
 - (v) an ancestor's acquisition of knowledge through long association with the claim area;
 - (vi) the burial site of an ancestor in the claim area; and/or
 - (vii) having religious, sacred, ritual, practical and historical knowledge of the claim area; and
 - (b) are recognised under traditional laws and customs by other members of the Gibson Desert People as having rights in the Determination Area.
2. As at the date of this Agreement, this includes the descendants of the following persons:
 - (a) Malungka;
 - (b) the siblings Wirun / Wallace Davies, Tjuturumul / Billy Campbell and Marnupa Banks;
 - (c) Katurapulpar;
 - (d) the siblings Wunkurpa, Ngawili / Nolene Campbell, Tjintutjitji, Mulyamaru / Barney Ward and Nangkawan / Robert Ward;
 - (e) Lenny Morrison;
 - (f) Kaliya / Amy Anderson;

- (g) the cousin-siblings Mirta-Mirta / Andy Campbell, Dinny Campbell and Nyipi Ward;
- (h) the siblings Kautjuku / Polly Bond, Red Robertson, Walampari Mitchell and Tatitjarra / Arthur Robertson;
- (i) Minmarna / Chinaman / John Carnegie;
- (j) the siblings Yaluwila / Violet Ward and Neva Butler;
- (k) the siblings Tjiltjirrkurnyu and Tjapiyatjara;
- (l) the siblings Matjuwa Campbell and Nyingura Martin;
- (m) Kuku / Kirintji;
- (n) Dr George Ward / George Ward;
- (o) the siblings Dolly Smith and Eileen Robinson
- (p) Pulpurru Davies; and
- (q) Nyaraurr / Nama Cutline / Ben Brown.

