



# MEMBERSHIP KIT

**The Membership Kit contains a Membership Application Form, Declaration Form, Yinhawangka People Community Ratification Deed Poll Forms and Information Sheet on Members Rights and Obligations.**

To apply to be a Member of the Yinhawangka Aboriginal Corporation:

1. Fill out and sign the Membership Application Form and attach your Birth Certificate;
2. Place a tick in the two 'I agree' and one 'I understand' boxes and sign the Declaration Form; and
3. Sign the Yinhawangka People Community Ratification Deed Poll Form - Rio Tinto
4. Sign the Yinhawangka People Community Ratification Deed Poll Form - BHPB

There are four documents to be signed. The signing of each document has to be witnessed and the witness also needs to sign each document.

When each document has been fully signed return them all to the Yinhawangka Aboriginal Corporation by posting to PO Box 94 Paraburdoo WA 6754 or scanning them and emailing them to [admin@yinhawangka.com.au](mailto:admin@yinhawangka.com.au).

<b>CHECKLIST</b>	Signed and dated by applicant	Signed by witness
Membership Application Form	<input type="checkbox"/>	<input type="checkbox"/>
Declaration Form	<input type="checkbox"/>	<input type="checkbox"/>
Ratification Deed Poll - Rio Tinto	<input type="checkbox"/>	<input type="checkbox"/>
Ratification Deed Poll - BHPB	<input type="checkbox"/>	<input type="checkbox"/>

**Please don't forget to attach your birth certificate**



# MEMBERSHIP APPLICATION FORM

To the Directors, I hereby apply to become a member of Yinhawangka Aboriginal Corporation and provide my details as follows.

**Full Name:**  **Email:**

**Phone:**  **Gender:** M  F  **Date of Birth**  /  /

**Residential Address:**

**Postal Address:**

**Are you a Member of another Native Title Claim Group?** (Please circle)  YES / NO

**If yes, please specify which Group(s)**

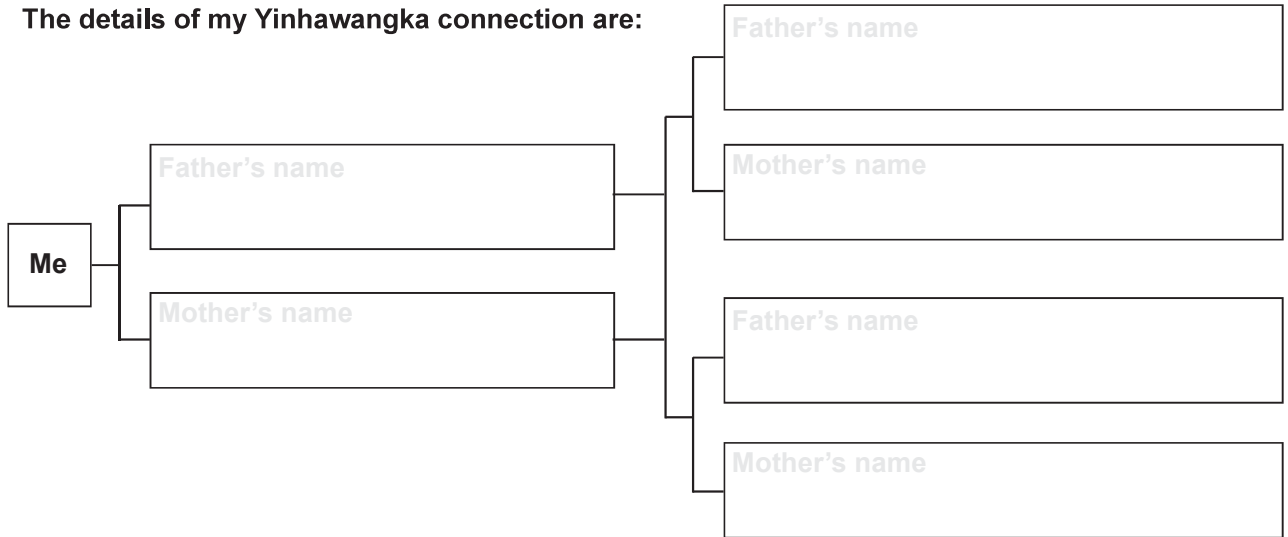
**If yes, do you receive cash or other benefits from that Group or its Trusts?** (Please circle)  YES / NO

**If yes, what type of benefits do you receive?** (Please circle)  CASH | GOODS/SERVICES

**My apical ancestor is:** (Please circle)

Minatangunha	Jardhunha	Thurantajinha and Wilga
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The details of my Yinhawangka connection are:



I request that the Yinhawangka Aboriginal Corporation includes my details on the Register of Yinhawangka People as required under Clause 5 of the Corporation's Rule Book.  YES / NO (Please circle)

I consent to the Yinhawangka Aboriginal Corporation sharing my details with the Myer Family Company Ltd (Trustee) for the purposes of notification, etc.  YES / NO (Please circle)

I consent to the Yinhawangka Aboriginal Corporation providing a copy of my application and any documents provided in support of my application to the Yamatji Marlpa Aboriginal Corporation for the purpose of obtaining legal advice on my eligibility to be included in the Register of Yinhawangka People in accordance with Rule 5 of the Corporation's Rule Book.  YES / NO (Please circle)

\_\_\_\_\_  
**Applicant** | Date: / / **Witness** **Witness name**

As a member, I will agree to and accept the Yinhawangka Aboriginal Corporation objectives, being to;

- a. to provide direct relief from poverty, sickness, suffering, misfortune, disability, destitution, and disadvantage of the Yinhawangka People and other Aboriginal people of the region;
- b. for the purposes of becoming a Registered Native Title Body Corporate under the Native Title Act and its Regulations;
  - (i) to carry out the roles and functions of a Registered Native Title Body Corporate under the Native Title Act and its Regulations;
  - (ii) to represent the interests of the Yinhawangka People in matters relating to the Native Title Claim Area:
    - (A) as a Registered Native Title Body Corporate under the Native Title Act where there is a Yinhawangka Determination; or
    - (B) as otherwise authorised by the Yinhawangka People in accordance with the Approved Process;
- c. to accept appointments made by the Yinhawangka People in accordance with the Approved Process for the Corporation to act as the “Local Aboriginal Corporation” or otherwise as agent of the Yinhawangka People pursuant to and for the purposes of native title agreements, indigenous land use agreements and other contractual arrangements;
- d. to accept appointments made by the Yinhawangka People in accordance with the Approved Process for the corporation to be the “Yinhawangka Registrar” and to maintain the Register of Yinhawangka People;
- e. to develop and manage the delivery of programs, initiatives and other services for the benefit of the Yinhawangka People and other Aboriginal people of the region;
- f. to maintain, protect, promote and advance the law, culture, native title, traditions and customs of the Yinhawangka People and other Aboriginal people of the region;
- g. to promote, develop, improve and advance the skills, capabilities, knowledge, and commercial achievements of the Yinhawangka People and other Aboriginal people of the region;
- h. to promote, develop, improve and advance the education, health and wellbeing of the Yinhawangka People and other Aboriginal people of the region;
- i. to acquire, hold title or other interest in, encumber, deal in, develop and manage land, buildings, plant, equipment and other assets for the benefit of Yinhawangka People and other Aboriginal people of the region;
- j. to provide economic, environmental, social, health, educational and cultural benefits to the Yinhawangka People and other Aboriginal people of the region;
- k. to give effect to the principle of self-determination for Aboriginal people by promoting, supporting and sponsoring the endeavours of Aboriginal organisations, groups, enterprises and individuals (in particular for Members), towards social, cultural and economic development;
- l. to promote fair and just representation of the Yinhawangka People in a manner that provides a fair and just representation of the Members;

- m. to do all such things may be incidental or necessary to attain all of the above Objectives, including but not limited to, apply for funding from the Benefits Management Structure to fulfil these objectives.
- n. to generally act in the best interests of the Yinhawangka People and other Aboriginal people of the region.

I agree to be bound by the Corporations Rules and support the Corporations Objectives.

I agree to carry out the following responsibilities as a Member as required by Clause 6.2.2 of the Corporation's Rule Book:

- to comply with the CATSI Act and the Rule Book.
- to notify the Corporation of any change of address within 28 days.
- to comply with any code of conduct adopted by the Corporation.
- to treat other Members, the Yinhawangka Council (if any), and the Directors with respect and dignity.
- to not behave in a way that significantly interferes with the operation of the Corporation or of Corporation meetings.
- not to make improper use of information or opportunities received because of my position as Member or Director.
- not to make any public statement on behalf of the Corporation unless authorised by the Directors.

I agree to carry out my responsibilities as a member of the Corporation.

I understand that as a Member I am not liable to "contribute to the property" of the Corporation on winding up.

## DECLARATION

I declare that I am eligible to apply as a member, according to the following requirements;

- I am 18 years of age or over; and
- I am a member of the Yinhawangka People.

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**Applicant**

Date:     /     /

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**Witness**

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**Witness Name**



## **Yinhawangka People**

### **Community Ratification Deed Polls – RTIO and BHP**

In order to become a member of YAC, it is not compulsory to sign the Community Ratification Deeds.

However, YAC encourages people applying for membership with YAC to sign the following documents as part of their membership application:

1. Yinhawangka People Community Ratification Deed Poll Form – Rio Tinto; and
2. Yinhawangka People Community Ratification Deed Poll Form – BHP.

Copies of the Community Ratification Deed Polls are provided in this membership application kit.

*Please contact the YAC office if you have any queries in relation to these documents.*

# Yinhawangka People Community Ratification Deed Poll

## Yinhawangka People Claim Wide Participation Agreement

**THIS DEED POLL** is made on

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**BY**

The individuals who have signed this document.

### **RECITALS**

- (A) The Applicants are bound by the Yinhawangka People Claim Wide Participation Agreement.
- (B) Each Signatory is a member of the Yinhawangka People.
- (C) By this document each Signatory promises to comply with the terms of the Yinhawangka People Claim Wide Participation Agreement.

### **Each Signatory undertakes and agrees as follows:**

#### **1. DEFINITIONS AND INTERPRETATION**

##### **1.1 Definitions**

The following definitions apply in this document.

**"Yinhawangka People Claim Wide Participation Agreement"** means the agreement entitled "RTIO and Yinhawangka People Claim Wide Participation Agreement" between:

- (a) Hamersley Iron Pty Limited ACN 004 558 276;
- (b) Robe River Mining Co Pty Ltd ACN 008 694 246 on its own behalf as a Venturer and as Manager for and on behalf of the Robe River Iron Associates;
- (c) Hamersley HMS Pty Ltd ACN 115 004 129 as Manager for and on behalf of the Hope Downs Joint Venturers;
- (d) Ranges Management Company Pty Ltd ACN 100 334 272 as Manager for and on behalf of the BaoHI Ranges Joint Venturers; and
- (e) Churchill Jones, Nicholas Cook, David Cox, Adrian Condon, Stuart Ingle, AF (name Withheld for Cultural Reasons) and Roy Tommy individually while members of the Yinhawangka People and for and on behalf of those members of the Yinhawangka People who have the capacity to contract as at the commencement date of the agreement,

as amended from time to time.

**"Signatory"** means each natural person that has executed this deed poll.

##### **1.2 Terms defined in the Yinhawangka People Claim Wide Participation Agreement**

A term (other than a term defined in clause 1.1<sup>1</sup> of this document) that is defined in the Yinhawangka People Claim Wide Participation Agreement has the same meaning as in the Yinhawangka People Claim Wide Participation Agreement.



**1.2 Terms defined in the Yinhawangka People Claim Wide Participation Agreement**

A term (other than a term defined in clause 1.1<sup>1</sup> of this document) that is defined in the Yinhawangka People Claim Wide Participation Agreement has the same meaning as in the Yinhawangka People Claim Wide Participation Agreement.

**1.3 Rules for interpreting this document**

The rules for interpreting the Yinhawangka People Claim Wide Participation Agreement set out in clause 2<sup>2</sup> of the Yinhawangka People Claim Wide Participation Agreement apply to this document, except where the context makes it clear that a rule is not intended to apply.

**1.4 Inconsistency with the Yinhawangka People Claim Wide Participation Agreement**

If this document is inconsistent with the Yinhawangka People Claim Wide Participation Agreement, the Yinhawangka People Claim Wide Participation Agreement prevails to the extent of the inconsistency.

**2. COVENANTS GIVEN BY EACH SIGNATORY**

Each Signatory promises to RTIO that (without limiting the operation of the Yinhawangka People Claim Wide Participation Agreement) he or she:

- (a) is a member of the Yinhawangka People;
- (b) authorised the Applicants to enter into the Yinhawangka People Claim Wide Participation Agreement on his or her behalf; and
- (c) is bound by and will observe, perform and comply with the provisions of the Yinhawangka People Claim Wide Participation Agreement as a member of the Yinhawangka People.

**3. VOLUNTARY EXECUTION**

Each Signatory acknowledges and agrees that:

- (a) he or she is aware of:
  - (i) the contents of the Yinhawangka People Claim Wide Participation Agreement; and
  - (ii) how this deed poll interacts with the Yinhawangka People Claim Wide Participation Agreement;
- (b) he or she has voluntarily executed this deed poll;
- (c) before the execution of this deed poll, he or she has obtained legal advice; and
- (d) as a result of that legal advice, he or she understands the nature and effect of this deed poll and the Yinhawangka People Claim Wide Participation Agreement.

4. **GOVERNING LAW**

- (a) This document is governed by the law in force in Western Australia.
- (b) Each Signatory submits to the non exclusive jurisdiction of the courts of Western Australia, and any court that may hear appeals from any of those courts, for any proceedings in connection with this deed poll.

**EXECUTED** as a deed poll.

**SIGNED, SEALED** and **DELIVERED** by the party named in column 1 in the presence of the witness named in column 3:

1. Name of party	2. Signature of party	3. Name of witness	4. Signature of witness	5. Date





## Yinhawangka People Community Ratification Deed Poll

## BHP Billiton Iron Ore and Yinhawangka People Project Agreement and Sub Fund Agreement

**THIS DEED POLL** is made on the respective dates in column 5 of the table commencing on page 3

**BY:**

Each Signatory whose name appears in column 1 of the table commencing on page 3, severally

**FOR THE BENEFIT OF:**

BHP Billiton and the Yinhawangka Agents from time to time, severally

**RECITALS:**

- (A) On or about 10 February 2016, the Yinhawangka People and BHP Billiton entered into:
- (1) a project specific deed (called the **Project Agreement**) about the way in which they will conduct their relationship and each exercise their rights in recognition of the other's in a mutually beneficial way; and
  - (2) a sub fund agreement (called the **Sub Fund Agreement**) which contains rules about the way in which money paid by BHP Billiton to the Yinhawangka People under the Project Agreement will be paid into the Charitable Trust and Direct Benefits Trust.
- (B) Each Signatory to this deed is a member of the Yinhawangka People, and, if it is the case, a member of the Local Aboriginal Corporation.
- (C) By this deed, each Signatory promises to comply with the terms of the Project Agreement and the Sub Fund Agreement as a member of the Yinhawangka People.

**EACH SIGNATORY AGREES AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

The following definitions apply in this deed.

**Project Agreement** means the agreement referred to in recital (A)(1).

**Signatory** means each natural person who has executed this deed.

**Sub Fund Agreement** means the agreement referred to in recital (A)(2).

**1.2 Terms defined in the Project Agreement**

A term (other than a term defined in clause 1.1 of this deed) that is defined in the Project Agreement has the same meaning as in the Project Agreement.

**1.3 Rules for interpreting this deed**

The rules for interpreting the Project Agreement set out in clause 2 of the Project Agreement apply to this deed as if references to "this document" are reference to this deed, except where the context makes it clear that a rule is not intended to apply.

**2. INTERACTION WITH THE PROJECT AGREEMENT**

- (a) If this deed is inconsistent with the Project Agreement, the Project Agreement prevails to the extent of the inconsistency.

- (b) Nothing in this deed discharges any obligations of a party to the Project Agreement except for an obligation to procure the execution of this deed in respect of the Signatory.
- (c) This deed commences in respect of a Signatory on the date on which it is signed or the Project Agreement commences, whichever is the later.

3. **WARRANTIES GIVEN BY EACH SIGNATORY**

Each Signatory promises, represents and warrants that:

- (a) he or she is a member of the Yinhawangka People on the Register of Yinhawangka People;
- (b) if it is the case, he or she is a member of the Local Aboriginal Corporation;
- (c) if his or her name was on the Register of Yinhawangka People as at the Commencement Date of the Project Agreement, he or she authorised, or had the opportunity to participate in authorising and acknowledges that the Yinhawangka People validly authorised, the Yinhawangka Agents to enter into the Project Agreement and the Sub Fund Agreement on his or her behalf;
- (d) if his or her name was not on the Register of Yinhawangka People as at the Commencement Date of the Project Agreement, he or she acknowledges that the Yinhawangka People validly authorised the Yinhawangka Agents to enter into the Project Agreement and the Sub Fund Agreement on behalf of the Yinhawangka People; and
- (e) he or she is bound by and will observe, perform and comply with the provisions of the Project Agreement and the Sub Fund Agreement as a member of the Yinhawangka People.

4. **VOLUNTARY EXECUTION**

Each Signatory acknowledges and agrees that:

- (a) he or she is aware of:
  - (i) the contents of the Project Agreement and the Sub Fund Agreement; and
  - (ii) how this deed interacts with the Project Agreement and the Sub Fund Agreement;
- (b) he or she understands that a failure to comply with their obligations under the Project Agreement and the Sub Fund Agreement may result in an ineligibility to receive benefits from the sub fund of the Direct Benefits Trust established in accordance with the Sub Fund Agreement;
- (c) he or she has voluntarily executed this deed;
- (d) before executing this deed, he or she has received legal advice; and
- (e) as a result of that legal advice he or she understands the nature and effect of this deed and their obligations under the Project Agreement and Sub Fund Agreement.

5. **GOVERNING LAW**

- (a) This deed is governed by the laws of Western Australia.

(b) Each Signatory submits to the non-exclusive jurisdiction of the courts of Western Australia, and any court that may hear appeals from any of those courts, for any proceedings in connection with this deed.

6. **CONFIDENTIALITY**

This deed is not confidential.

**EXECUTED** as a deed poll.

**SIGNED, SEALED and DELIVERED** by each party named in column 1 in the presence of each witness named in column 3:

NAME OF PARTY	SIGNATURE OF PARTY	NAME OF WITNESS	SIGNATURE OF WITNESS	DATE

Each member has rights under the CATSI Act including the rights set out below as contained in Clause 6.2.1 of the Rule Book.

A Member:

- a) can attend, speak and vote at a General Meeting or AGM of the Corporation;
- b) can be elected or appointed as a Director (subject to legal eligibility);
- c) cannot be removed as a Member unless the Directors and the Corporation have complied with the procedure outlined in the Rule Book;
- d) can put forward Resolutions to be voted on at a General Meeting or AGM of the Corporation in accordance with the procedure outlined in the Rule Book;
- e) can ask the Directors to call a General Meeting in accordance with the procedure outlined in the Rule Book;
- f) can access the following books and records of the Corporation:
  - i. the Register of Members in accordance with the procedure outlined in the Rule Book;
  - ii. the minute Books in accordance with the procedure outlined in the Rule Book;
  - iii. the Rule Book; and
  - iv. certain reports prepared by or for the Directors and the Corporation, in accordance with the CATSI Act.
- g) can ask the Directors to provide access to any other records or Books of the Corporation in accordance with the Rule Book; and
- h) can have any appropriate dispute with another Member or with the Directors dealt with under the Dispute Resolution Process outlined in the Rule Book.

Members do not have the right to share in the profits of the Corporation or take part in the distribution of the Corporation's assets if it is wound up.

## Grounds for Cancellation of Membership

As per Clause 6.6 of the Corporation's Rule Book, the Corporation may cancel the membership of a Member by Resolution in a Directors Meeting or by Special Resolution in an Annual General Meeting or General Meeting if;

- the Corporation has not been able to contact the Member at their address entered on the Register of Members for a continuous period of two years before the meeting and has made two or more reasonable attempts to contact the Member during that two year period but has been unable to;
- the Member has behaved in a way that significantly interfered with the operation of the Corporation or of Corporation meetings.

Cancellation of Membership results in being removed from the membership register.