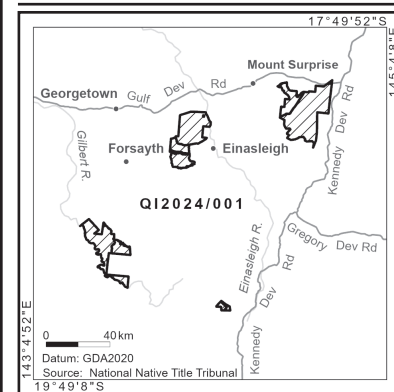


Notice of an application to register an area agreement on the Register of Indigenous Land Use Agreements in Queensland



National
Native Title
Tribunal

Notification day: 17 April 2024



QI2024/001 Ewamian People QPWS ILUA

Description of the agreement area:

The agreement area covers a combined area of about 1634 sq km and is located west of the Kennedy Developmental Road in the vicinity of Einasleigh

Relevant LGAs: Etheridge Shire Council and Mareeba Shire Council

The agreement contains the following statements:

[Explanatory notes in brackets inserted by the National Native Title Tribunal]

6. Consents

6.1 The parties:

- consent to the doing of the Agreed Acts, to the extent that they are Future Acts, in accordance with clauses 10, 11 and 12 in this Agreement; and
- consent to the validation of the Existing Works, to the extent that they were done invalidly for the purposes of Native Title and can be validated in this Agreement.

9. Native Title consent - Routine Acts that are Future Acts

9.1 The parties consent to the doing of Routine Acts within the Agreement Area, to the extent they are Future Acts.

9.2 The parties agree that all Routine Acts can proceed without the need for notification, consultation or consent from the RNTBC.

10. Native Title consent - Procedural Acts that are Future Acts

10.1 The parties consent to the doing of Procedural Acts within the Agreement Area, to the extent they are Future Acts, provided that before each Procedural Act that is a Future Act is done the State:

(a) gives the RNTBC written notice in the form described in clause 14 or clause 15 stating its intention to do the Procedural Act that is a Future Act and inviting the RNTBC to provide comments on or before the day stated in the notice (**response day**);

(b) considers any comments given by the RNTBC on or before the response day; and

(c) complies with the Protocol as required from time to time for High Impact Activities.

10.2 A notice given by the State under clause 10.1 may include more than one Procedural Act.

10.3 If a permit is issued for the activity, the State will provide the RNTBC with a copy of the permit as soon as practicable after the grant.

11. Native Title consent - Significant Acts that are Future Acts

11.1 If the State proposes to do a Significant Act that is a Future Act (**Proposed Act**) in the Agreement Area, the State must give the RNTBC written notice that:

(a) is in the form described in clause 14 or clause 15 stating its intention to do the Proposed Act and requesting the RNTBC to respond on or before the day stated in the notice (**response day**);

(b) states that the RNTBC must, by the response day, give the State a written notice in response stating one of the following:

(i) the Ewamian People consent to the doing of the Proposed Act;

(ii) the Ewamian People do not consent to the doing of the Proposed Act;

(iii) the Ewamian People consent to the doing of the Proposed Act on stated conditions; or

(iv) the Ewamian People request further information about the Significant Act in accordance with clause 11.3 or request a meeting under clause 16;

(c) states that it will comply with the Protocol as required from time to time for High Impact Activities.

11.2 If the RNTBC notify the State under clause 11.1(b)(iii), the State will comply with the stated conditions when doing the Proposed Act.

11.3 If the RNTBC deem the information provided by the State in relation to the Proposed Act to be insufficient to make an assessment, the application may be returned within 20 Business Days by the RNTBC with a request for additional information. The State must use its best endeavours to provide the additional information requested. The RNTBC may respond by the date that is 20 Business Days after the additional information is received by the RNTBC and the Native Title Party (**revised response day**).

11.4 The RNTBC must, by the revised response day, give the State a written notice in accordance with clause 11.1(b).

11.5 If the RNTBC do not provide the State with written consent, written consent subject to conditions or a refusal to consent to the Proposed Act on or before:

(a) the response day or the revised response day (as applicable); or

(b) if a meeting was requested under clause 16, 20 Business Days after the request for a meeting was made;

the RNTBC will be taken to have refused consent to the Proposed Act.

A notice given by the State under clause 11.1(a) may include more than one Proposed Act.

“Aboriginal Cultural Heritage” has the meaning given in the [Aboriginal Cultural Heritage Act 2003 (Qld)];

“Agreed Acts” means the acts specified in and [sic] [Schedule] 3;

“Agreement Area” means the land and waters described in Schedule 1 and depicted in Schedule 2;

“Business Day” means any day other than a Saturday, Sunday or Public Holiday in Queensland;

“Determination” means the determinations of native title by the Federal Court of Australia in *Barry Fisher & Ors on behalf of the Ewamian People #2 v State of Queensland & Ors* QUD6009/1999, QCD2013/006 and *Barry Fisher & Ors on behalf of the Ewamian People #3 v State of Queensland & Ors* QUD6018/2001, QCD2013/007 That Native Title exists in relation to the Agreement Area;

“Ewamian People” means the persons described in the Determination as the persons who hold Native Title in the Agreement Area;

“Excavation Works” means disturbance by machinery of the topsoil or surface rock layer of the ground, such as by trenching, drilling or dredging;

“Existing Infrastructure” means:

(a) Rungulla Base that includes camp facilities, large undercover area, communications tower, storage and parking as identified in the map at Schedule 5;

(b) Rungulla walking track and art site as identified in the map at Schedule 5;

(c) Rungulla camp 1 which includes a toilet block and an open camping area as identified in the map at Schedule 5;

(d) Rungulla camp 2 which includes an open camping area as identified in the map at Schedule 5;

(e) QPWS (Canyon) Base which includes a simple shed accommodation facility as identified in the map at Schedule 6;

(f) Wundu camping area that includes access track camping area, toilets, lookout as identified in the map at Schedule 6; and

(g) Canyon communications site and access track and tower as identified in the map at Schedule 6;

“Existing Works” means any of the following activities or acts that were done by the State prior to Registration of this Agreement within the Agreement Area so far as they relate to the Existing Infrastructure:

(a) survey work, drilling, excavation or any other preliminary works activities that were undertaken ahead of constructing the Existing Infrastructure;

(b) any works related to undertaking the Existing Infrastructure, including construction, operation, maintenance and repair of the Existing Infrastructure;

(c) access to land necessary for the acts described in items (a) and (b);

(d) the grant of any authority, licence or permit required by Law for the acts described in items (a) and (b); and

(e) all other acts which are necessary or incidental to the construction of the Existing Infrastructure;

“Future Act” and **“Native Title”** [have] the meaning given in the NTA;

“High Impact Activities” means activities in the Agreement Area which, in the opinion of the State acting reasonably, will involve Vegetation Clearance and/or Excavation Works; excluding:

(a) Vegetation Clearance in areas that have previously been subject to Vegetation Clearance or Excavation Works;

(b) Excavation Works in ground that has previously been subject to Excavation Works; and

(c) Excavation Works in landfill;

“Native Title Party” means Barry Fisher and Alfred James Lacey on their own behalf and on behalf of the Ewamian People;

“NTA” means the *Native Title Act 1993* (Cth);

“Procedural Acts” means those acts identified in Schedule 4 that may be carried out by the State within the Agreement Area in accordance with clause 10;

“Protocol” means the Aboriginal Cultural Heritage Protocol agreed to by the parties to manage and protect Aboriginal cultural heritage within the Agreement Area;

“Public Holiday” has the meaning given in the *Acts Interpretation Act 1954* (Qld);

“Registration” means the date on which this Agreement is Registered [on the Register of Indigenous Land Use Agreements];

“RNTBC” means the Ewamian People Aboriginal Corporation, ICN 7950;

“Routine Acts” means those acts identified in Schedule 4 that may be carried out by the State within the Agreement Area in accordance with clause 7;

“Significant Acts” means those acts identified in Schedule 4 that may be carried out by the State within the Agreement Area in accordance with clause 11;

“State” means the State of Queensland;

“Vegetation Clearance” means the removal by machinery of native vegetation by disturbing root systems and exposing the underlying soil.

Parties to the agreement and their contact addresses:

State of Queensland, acting through the Queensland Parks and Wildlife Services (State) PO Box 2066 Cairns QLD 4870	Ewamian People Aboriginal Corporation RNTBC (RNTBC) Barry Fisher and Alfred James Lacey on behalf of Ewamian People (Native Title Party) PO Box 1535, Mareeba QLD 4880
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Responses to an application to register an ILUA—where the application has not been certified:

Any person claiming to hold native title in relation to land or waters in the area covered by the agreement may wish, in response to this notice, to make a native title determination application or equivalent application under a law of a state or territory in respect of any part of the area. **The application must be made by 17 July 2024.** If that application is registered on the Register of Native Title Claims, the registered native title claimants must be a party to this agreement before it can be registered.

Details of the terms of the agreement are not available from the National Native Title Tribunal. For assistance and further information about this application, call Sylvia Jagtman on 07 3052 4248

or visit www.nntt.gov.au.