



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	QI2014/001
<b>Short name</b>	Watershed Tungsten Project ILUA
<b>ILUA type</b>	Area Agreement
<b>Date registered</b>	19/08/2014
<b>State/territory</b>	Queensland
<b>Local government region</b>	Cook Shire Council, Mareeba Shire Council

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## Description of the area covered by the agreement

2.1 ILUA Area means the area described in Annexure A.

[Annexure A of the agreement is attached to this register extract and contains a written description and map of the ILUA area.

The following general description of the agreement area has also been provided by the National Native Title Tribunal to assist people to understand the location of the agreement area. It does not replace, and is less precise than, the description of the agreement area contained in the agreement. It is provided for information only and should not be considered part of the Register of ILUAs:

The agreement area covers about 64 sq kms approximately 50 kms west of Mossman]

## Parties to agreement

### *Applicant*

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<b>Party name</b>	Vital Metals Limited
<b>Contact address</b>	c/- HopgoodGanim PO Box 7822 Waterfront Place Brisbane QLD 4001

### *Other Parties*

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<b>Party name</b>	North Queensland Land Council
<b>Contact address</b>	PO Box 697N North Cairns QLD 4870

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<b>Party name</b>	Western Yalanji Aboriginal Corporation
<b>Contact address</b>	PO Box 2682 Kuranda Queensland 4881

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<b>Party name</b>	William Brady, Graham Brady, Desmond Brickey and Dell Riley on their own behalf and for and on behalf of the Western Yalanji People
<b>Contact address</b>	c/- North Queensland Land Council PO Box 697N North Cairns QLD 4870

## Period in which the agreement will operate

**Start date** not specified

**End Date** not specified

3.1 This Agreement commences when it is signed by the last Party (which includes all of the Applicants) to sign (Commencement Date)

19.1 This Agreement stays in force while any tenure in the Project (as it may be constituted by various tenures from time to time) is in effect.

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

5.1 The Parties state:

(f) the Right to Negotiate Procedure is not intended to, and does not, apply to Future Acts in the classes referred to in clause 5.2.

5.2 (a) This Agreement (and the benefits and obligations of this Agreement) applies to the Application Titles and every Future Application with the ILUA Area.

(b) By entering into this Agreement, the Parties:

(1) consent to the grant of the Application Titles provided that at the time of the respective grants there is no outstanding Substantial Breach by the Miner;

(2) consent to the Future Applications provided that at the time of the respective grants or approvals of these Future Applications there is no outstanding Substantial Breach by the Miner; and

(3) confirm their consent to all Granted Titles and agree not to challenge the validity of Granted Titles on Native Title or any other basis.

7.6 Subject to there being no current Substantial Breach at the time of doing the things referred to in paragraphs (a), (b), (c), (d), and (e), in respect of any Claims (which includes the extended meaning referred to in clause 2.1) the Applicants and the other Parties agree:

(a) to all Future Applications and the Application Titles and/or the grant of all Future Applications and the Application Titles (as the case requires) and to sign all other documents and do all things that are required by the State or the Miner to facilitate all Future Applications and the grant of the Application Titles and/or the valid grant of all Future Applications and the Application Titles (as the case requires) in accordance with all applicable laws including the Native Title Act and other Native Title Laws;

(b) to the lodgement of all such documents with the Arbitral Body or the Registrar under the Native Title Act or other Native Title Laws or any court, tribunal, commission, Minister, adjudicator, official or other competent body or authority as may be required under the Native Title Act or other Native Title Laws or requested by the Miner from time to time in connection with any Future Application and the Application Titles or the grant of any Future Application and the Application Titles (as the case requires);

(c) immediately when requested by the Miner from time to time, to consent or agree to any court, tribunal, commission, Minister, adjudicator, official or other competent body or authority including the Arbitral Body authorising or making determinations or decisions (on conditions (if any)) requested or approved by the Miner that any Future Application and the Application Titles may be granted or carried out and to execute all deeds, agreements, consents, approvals and documents necessary to permit their grant or occurrence;

(d) not to oppose or make any objections to or before any court, tribunal, commission, Minister, adjudicator, official or other competent body or authority including the Arbitral Body in relation to any Future Application and the Application Titles and, if objections are made contrary to this Agreement, immediately to withdraw those objections upon request by the Miner; and

(e) to the Miner (and an employee, agent or contractor of the Miner) entering the ILUA Area with all necessary vehicles, machinery and equipment to carry out any works or any other activity authorised under a Future Application and the Application Titles and to exercise any other rights conferred by any Interest granted pursuant to a Granted Title, Future Application and the Application Titles.

[Definitions for the terms 'Application Titles', 'Future Act Applications', 'Granted Titles', 'Right to Negotiate Procedure' and 'Substantial Breach' are provided in Clause 2.1]

## Attachments to the entry

[QI2014\\_001 Description of agreement area.pdf](#)

[QI2014\\_001 Map of agreement area.pdf](#)