



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	QI2015/040
<b>Short name</b>	Djungan Small Scale Miners ILUA
<b>ILUA type</b>	Area Agreement
<b>Date registered</b>	18/12/2015
<b>State/territory</b>	Queensland
<b>Local government region</b>	Mareeba Shire Council

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## Description of the area covered by the agreement

This agreement applies to the ILUA Area. ILUA Area means the area depicted and described in Schedule 1 of the agreement.  
[Schedule 1 comprises an amended map dated 28/07/2015 and a written description and is attached to the Register Extract.]

## Parties to agreement

### *Applicant*

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<b>Party name</b>	State of Queensland ("State")
<b>Contact address</b>	c/- Crown Law GPO Box 5221 Brisbane QLD 4001

### *Other Parties*

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<b>Party name</b>	Ernest Burns, Lynette Geary, Maxwell Underwood, Karen Sanusi and Kate Higgins on their own behalf and on behalf of the Djungan People ("Native Title Parties")
<b>Contact address</b>	c/- North Queensland Land Council PO Box 679N Cairns North QLD 4870

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<b>Party name</b>	Nguddaboolgan Native Title Aboriginal Corporation RNTBC ("Nguddaboolgan PBC")
<b>Contact address</b>	c/- North Queensland Land Council PO Box 679N Cairns North QLD 4870

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<b>Party name</b>	North Queensland Miners Association Incorporated ("NQMA")
<b>Contact address</b>	c/- Preston Law Level 1, 59 McLeod Street Cairns QLD 4870

## Period in which the agreement will operate

**Start date** not specified

**End Date** not specified

### 3. Commencement

3.1 Clauses 1 to 6 and 9 to 38 commence on the Commencement Date.

3.2 Clauses 7 and 8 commence on the Registration Date.

### 4. Term of Agreement

4.1 Subject to clause 4.4, clauses 7.1, 7.2 and 7.3 will expire on the Expiry Date.

4.2 Notwithstanding clause 4.1, this Agreement will continue to apply to Mining Tenements that were granted in reliance on this Agreement prior to the Expiry Date and Mining Tenements that were granted in reliance on this Agreement prior to the Expiry Date and renewed pursuant to clause 7.4 before or after the Expiry Date.

4.3 Where Native Title has been extinguished over the whole or part of the ILUA Area, the Aboriginal Cultural Heritage Protocol and the Aboriginal Cultural Heritage Finds Protocol apply.

4.4 The Expiry Date may be extended by a further period of five (5) years if all Parties agree.

4.5 If a party wishes to extend the Expiry Date under clause 4.4, that Party will give notice to that effect to the other Parties no later than twelve (12) months before the Expiry Date.

4.6 No later than one (1) month after receipt of a notice under clause 4.5, the other Parties will notify the Party who provided the notice, of their acceptance or non-acceptance of the extension.

"Commencement Date" means the date on which the last Party signs this Agreement.

"Expiry Date" means the date that is 5 years from Registration Date.

"Registration Date" means the date this Agreement is entered on the Register or Indigenous Land Use Agreements under the NTA.

"Mining Tenement" means a Prospecting Permit, Mining Claim, Exploration Permit, Mineral Development Licence or Mining Lease.

Exploration Permit", "Mineral Development Licence", "Mining Claim" and "Mining Lease" all have the meaning given in the MRA.

"Prospecting Permit" has the meaning given in the MRA but does not include a Prospecting Permit issued for pegging purposes.

"MRA" means the Mineral Resources Act 1989 (Qld)

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

6.1 (c) Subdivision P, Division 3, Part 2 of the NTA is not intended to apply to the Agreed Acts described in clauses 7 and 8.

7.1 The Parties consent to the grant of the following in the ILUA Area:

(a) Prospecting Permits, with a Level 2 Environmental Authority if required under the EPA;

(b) Mineral Development Licences with a Level 2 Environmental Authority;

(c) Mining Claims with a Level 2 Environmental Authority; and

(d) Mining Leases with a Level 2 Environmental Authority,

to a Grantee Party.

7.2 If the NTPCs are a condition of the grant of an Exploration Permit with a Level 2 Environmental Authority the Parties consent to the grant of an Exploration Permit to a Grantee Party.

7.3 The Parties consent to the grant of Ancillary Rights relevant to a Mining Tenement the grant of which was consented to under this Agreement.

7.4 The Parties consent to the renewal of the Mining Tenements the grant of which was consented to under this Agreement, over the same or smaller area as the grant at the time of renewal, on the same terms and conditions as the grant at the time of renewal and for the same or shorter term as the grant at the time of renewal, if the Grantee Party has complied with its obligations under clause 12. For the avoidance of doubt, if a Mining Tenement is renewed pursuant to this clause 7.4, this clause 7.4 will also apply to any subsequent renewals of the grant of the renewed Mining Tenement.

8.1 The Parties consent, subject to clauses 8.4 – 8.9, to the rights attaching to Mining Leases the grant of which was consented to under this Agreement and made to a Grantee Party, being varied as follows:

(a) addition of another mineral;

(b) addition of an additional purpose;

(c) addition of additional surface area;

(d) consolidation of Mining Leases; and

(e) variation of the land used as access in relation to the land the subject of a Mining Lease.

8.2 The Parties consent, subject to clauses 8.4 to 8.9, to the rights attaching to Mining Claims the grant of which was consented to under this Agreement and made to a Grantee Party, being varied as follows:

(a) addition of another mineral;

(b) variation of the land used as access in relation to the land the subject of a Mining Claim.

8.3 The parties consent, subject to clauses 8.4 to 8.9 to the rights attaching to Mineral Development Licences the grant of which was consented to under this Agreement and made to a Grantee Party, being varied as follows:

(a) variation of the land used as access in relation to the land the subject of a Mineral Development Licence; and

(b) addition of another mineral;

(c) addition of excluded land.

8.4 A Grantee Party who is seeking to rely on a consent under clauses 8.1 to 8.3, must notify the Native Title Parties and the Nguddaboolgan PBC of the proposed variation and invite each of them to request a meeting if they wish to discuss the proposal, at least twenty (20) Business Days prior to lodging the application seeking the variation (Amendment Application).

8.5 If no request for a meeting under clause 8.4 is made within ten (10) Business Days of receipt of the notice:

(a) the Grantee Party may lodge the Amendment Application together with evidence that the notice requirement in clause 8.4 has been satisfied, and a statutory declaration stating that no meeting has been requested and provide a copy of the Amendment Application to the Native Title Parties or the Nguddaboolgan PBC; and

(b) the Parties agree that the consents referred to in clauses 8.1 to 8.3 become unconditional upon lodgement of the Amendment Application.

8.6 If the Native Title Parties or the Nguddaboolgan PBC request a meeting, the Grantee Party will use its best endeavours to hold such a meeting within ten (10) Business Days of receipt of the request and the Grantee Party and the party requesting the meeting will conduct negotiations in good faith with a view to reaching agreement on the proposed variation.

8.7 The Grantee Party agrees to give favourable consideration to a request by the Native Title Parties or the Nguddaboolgan PBC for an agreed contribution towards their reasonable costs in attending and participating in the meeting referred to in clause 8.6.

8.8 If agreement referred to in clause 8.6 to the proposed variation is reached:

(a) the Grantee Party may lodge the Amendment Application together with evidence of the written agreement; and

(b) the Parties agree that the consents referred to in clauses 8.1 to 8.3 become unconditional upon lodgement of the Amendment Application.

8.9 If the Parties do not reach agreement referred to in clause 8.6, prior to a Right to Negotiate process being notified, the variations may be agreed during that process and clause 8.8 will apply to that agreement.

“Ancillary Rights” means any or all of the following:

(a) a referable dam licence;

(b) a water pumping licence;

(c) a tree clearing permit.

“Application” means an application for a Mining Tenement within the ILUA Area.

“EPA” means the Environmental Protection Act 1994 (QLD).

“Level 2 Environmental Authority” means an environmental authority issued under the EPA in respect of a Level 2 Mining Project whether code compliant or not and with or without conditions.

“NTPCs” mean the Native Title Protection Conditions relevant to the grant of an Exploration Permit (Low Impact) as determined by the Minister administering the MRA from time to time.

“Right to Negotiate” means the statutory obligations contained in Subdivision P Division 3 Part 2 of the NTA.

#### **Attachments to the entry**

[Schedule 1 Amended Map and Description of ILUA Area.pdf](#)