



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2022/018
Short name	Coralie Carbon Project ILUA
ILUA type	Body Corporate
Date registered	31/01/2023
State/territory	Queensland
Local government region	Croydon Shire Council

Description of the area covered by the agreement

4.1 Area

The Parties agree that this Agreement applies to the ILUA Area.

4.2 Inconsistency in description and map

If there is an inconsistency between the description of the ILUA Area in Schedule 1 and the map in Schedule 2, the ILUA Area as defined by the description in Schedule 1 prevails.

ILUA Area means the land and waters described in Schedule 1 to this Agreement and shown on the map in Schedule 2 to this Agreement.

[A copy of Schedules 1 and 2 is attached to this Register extract.

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

The agreement covers about 673 sq km located over Lot 5123 on PH1669 (Coralie Station), about 60 km west of Croydon.]

Parties to agreement

Applicant

Party name	Carbon Farmland Fund Pty Ltd ACN 628 521 595 as trustee for Carbon Farmland Fund ABN 54 118 004 949 (Pastoralist Proponent)
Contact address	c/- McCullough Robertson Lawyers 11/66 Eagle Street Brisbane QLD 4000

Other Parties

Party name	Tagalaka Aboriginal Corporation RNTBC ICN 2272 (Native Title Party)
Contact address	c/- North Queensland Land Council 61 Anderson Street Manunda QLD 4870

Period in which the agreement will operate

Start date	14/10/2022
End Date	not specified

2.1 Commencement

This Agreement commences on the Commencement Date and ends on the earlier of:

- (a) the date of expiration of the Permanence Period; or
- (b) the date on which this Agreement is terminated in accordance with clause 3 (Termination), (the **Term**).

2.3 Survival

Clauses 5 (Authority, representations and warranties), 11 (Satisfaction of Compensation Entitlement), 10 (Benefits), 12 (Confidentiality), 15 (Dispute Resolution), 16 (Notices), 18.3 (Governing law), 18.12 (Survival of Representations and Warranties) and Schedule 4 (Benefits) survive termination of this Agreement.

3.1 No termination for breach

Despite rights available in law, equity or otherwise, the Parties agree that a Party will not elect to terminate this Agreement for a breach of the Agreement by another Party, but that the other Party or Parties, as the case may be, may exercise any other remedy available to it in respect of such breach, including temporary or permanent injunctive relief.

3.2 Termination by agreement

The Parties may terminate this Agreement at any time by agreement in writing between the Parties.

3.3 Termination after registration on the Register

If this Agreement is terminated after the Agreement is recorded on the Register in accordance with clause 8.2, then all Parties must advise the Native Title Registrar in writing in accordance with section 199C(1)(c)(ii) of the Native Title Act that the agreement should be removed from the Register.

8.2 Registration of Agreement

The Parties:

- (a) agree to and authorise the Pastoralist Proponent to make an application for this Agreement to be entered on the Register as an Indigenous Land Use Agreement (body corporate agreement) in accordance with section 24BG(1) of the Native Title Act and regulation 6(2)(b) of the ILUA Regulations, and the Proponent must promptly make such application; and
- (b) will do all things reasonably necessary to enable the registration of this Agreement on the Register.

CFI Act means the *Carbon Credits (Carbon Farming Initiative) Act 2011* (Cth).

Commencement Date means the date on which this Agreement is executed by the last of the Parties to execute it.

Coralie Carbon Project means the Eligible Offsets Project (project identification number ERF 158068) declared under section 27 of the CFI Act on 7 August 2020 and to be undertaken in accordance with the Method.

Eligible Offsets Project has the meaning given to that term in the CFI Act.

ILUA Regulations means the *Native Title (Indigenous Land Use Agreements) Regulations 1999* (Cth).

Method means the *Carbon Credits (Carbon Farming Initiative) (Human-Induced Regeneration of a Permanent Even-Aged Native Forest—1.1) Methodology Determination 2013* made pursuant to the CFI Act.

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

Permanence Period means the 100 year period specified as the permanence period in the Eligible Offsets Project declaration for the Coralie Carbon Project made on 7 August 2020 in accordance with section 27 of the CFI Act.

Register has the meaning given to the term 'Register of Indigenous Land Use Agreements' in the Native Title Act.

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

6.1 Eligible interest consent

(a) The Native Title Party consents for the purposes of section 28A of the CFI Act to the unconditional registration of the Coralie Carbon Project on the ILUA Area in accordance with this Agreement.

(b) The consent provided at clause 6.1(a) constitutes consent from a person with an Eligible Interest in the Project Area for the Coralie Carbon Project for the purposes of the CFI Act.

Eligible Interest has the meaning given to the term 'eligible interest' under the CFI Act.

Project Area has the meaning given to that term in the CFI Act.

Attachments to the entry

[QI2022_018 Schedule 1 - Description of ILUA Area.pdf](#)

[QI2022_018 Schedule 2 - Map of ILUA area.pdf](#)