



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2023/005
Short name	Southern Kaantju People Biosecurity Centre ILUA
ILUA type	Area Agreement
Date registered	09/02/2024
State/territory	Queensland
Local government region	Cook Shire Council

Description of the area covered by the agreement

"**Agreement Area**" means the land and waters described in Schedule 1 and depicted on the map in Schedule 2.

[A copy of Schedule 1 and 2 are 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 area subject to this agreement is described in Clause 1 Definitions as the "Agreement area" and means the land and waters described in Schedule 1 and depicted on the map in Schedule 2. Schedule 1: Agreement Area describes the agreement area as comprising of Lot 1 on SP337297 and an area of new road identified and delineated by stations 50-52-51-50 on Plan 337297.]

Parties to agreement

Applicant

Party name	State of Queensland through the Department of Agriculture and Fisheries
Contact address	c/- Crown Law GPO Box 5221 Brisbane QLD 4001

Other Parties

Party name	Southern Kaantju Aboriginal Corporation RNTBC ICN 9755
Contact address	c/- Cape York Land Council 32 Florence Street Cairns QLD 4870

Party name	Sylvester Blanco and Wayne Butcher on their own behalf and on behalf of the Cape York United #1 Native Title Claim Group
Contact address	c/- Cape York Land Council 32 Florence Street Cairns QLD 4870

Period in which the agreement will operate

Start date not specified

End Date not specified

3. Commencement and Expiry

3.1 Clauses 1 (Definitions), 2 (Interpretation), 3 (Commencement and Expiry), 4 (Authority) and 18 (Registration of Agreement) commence on the Execution Date.

3.2 The remaining clauses of this Agreement commence on Registration.

3.3 Subject to clauses 3.34 to 3.6, this Agreement will continue in force in perpetuity.

3.4 This Agreement may be terminated:

(a) prior to a Determination being made over Lot 12 on SP171860 - by written agreement executed by the parties; and

(b) after a Determination has been made over Lot 12 on SP171860 - by the Southern Kaantju RNTBC and the State.

3.5 If, after Registration, there is a Determination that Native Title in part of the Agreement Area is held by people other than the Southern Kaantju People, this Agreement expires in relation to that part of the Agreement Area subject to that Determination, but remains in force in relation to the balance of the Agreement Area.

3.6 A party may only notify the Registrar in writing pursuant to section 199C(1)(c)(i) of the NTA that this Agreement has expired if:

(a) each party has agreed in writing that the Agreement has so expired; or

(b) if the parties are unable to agree that the Agreement has expired in whole or in part, any Dispute about that disagreement has been resolved in accordance with clause 20; or

(c) the Federal Court of Australia has ordered that the details of the Agreement be removed from the Register of Indigenous Land Use Agreements.

3.7 If this Agreement is terminated or expires after the Agreement is Registered, or if this Agreement is removed from the Register of Indigenous Land Use Agreements, it does not affect any rights or obligations that may have accrued before expiration or termination or the validity of any Agreed Acts that took effect while this Agreement was Registered.

"Agreed Acts" means all acts necessary to give effect to this Agreement including but not limited to any acts done as part of, or in relation to, the acts specified in Schedule 3.

"Determination" means any determination of Native Title made by the Federal Court of Australia.

"Dispute" means a dispute between the parties with respect to this Agreement or any of its provisions.

"Execution Date" means the date of this Agreement or, where the parties sign the Agreement on different dates, the date on which the last party signs the Agreement.

"Native Title" has the meaning given in the NTA.

"Register of Indigenous Land Use Agreements" has the meaning given in the NTA.

"Registered" means registered on the Register of Indigenous Land Use Agreements.

"Registration" means the date on which this Agreement is Registered.

"Southern Kaantju #1 Determination" means the determination by the Federal Court of Australia in *Ross on behalf of the Cape York United #1 Claim Group v State of Queensland (No 7) (Southern Kaantju determination)* [2022] FCA 771 on 5 July 2022 that Native Title exists in relation to part of the Agreement Area.

"Southern Kaantju People" means the Native Title Holders described in Schedule 1 of the Southern Kaantju #1 Determination.

"Southern Kaantju RNTBC" means the Southern Kaantju Aboriginal Corporation RNTBC (ICN 9755).

"State" means the State of Queensland.

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

5. Consents

5.1 The parties:

- (a) consent to the doing of the Agreed Acts to the extent that they are Future Acts; and
- (b) agree to the validating of any of the Agreed Acts, which are also Future Acts, done prior to Registration.

5.2 The parties consent to the validation of any Future Acts done prior to the Execution Date by the State in the Agreement Area to the extent they were done invalidly for the purposes of Native Title and can be validated in this Agreement.

5.3 The consent at clause 5.2 includes but is not limited to:

- (a) the construction, operation, use and maintenance of the Cape York Biosecurity Centre and supporting infrastructure, including access to and use of the areas surrounding the facility; and
- (b) the construction, use and maintenance of the water pipeline and pump on Lot 11 on SP171860.

5.4 Clause 5.1 is a statement for the purposes of section 24EB(1)(b) of the NTA and clauses 5.2 and 5.3 are statements for the purposes of section 24EB(1)(a) of the NTA.

5.5 To the extent that any of the Agreed Acts are Future Acts, the parties acknowledge that the NonExtinguishment Principle applies.

7. New Road

7.1 As soon as practicable after Registration and following the registration of the survey plan required to give effect to the reconfiguration referred to in clause 6, the State will use its best endeavours, subject to all relevant statutory requirements and discretions, to arrange for the dedication of the New Road.

7.2 For the purposes of Native Title, the parties consent to the dedication of the New Road.

"**Cape York Biosecurity Facility**" means the facility and any associated infrastructure operated by the Department of Agriculture and Fisheries located on the Agreement Area.

"**Future Act**" has the meaning given in the NTA.

"**New Road**" means the area identified and delineated by stations 50-52-51-50 on plan SP337297 attached at Schedule 2.

"**Non-Extinguishment Principle**" has the meaning given in the NTA.

Attachments to the entry

[QI2023_005 Schedule 1 - Agreement Area.pdf](#)

[QI2023_005 Schedule 2 - Map of Agreement Area.pdf](#)

[QI2023_005 Schedule 3 - Agreed Acts.pdf](#)