



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2012/061
Short name	QGC and Wiri ILUA
ILUA type	Area Agreement
Date registered	21/09/2012
State/territory	Queensland
Local government region	Isaac Regional Council, Mackay Regional Council

Description of the area covered by the agreement

ILUA Area means the area as described in the map at Schedule 1 [Schedule 1 is an attachment to the Register].

[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 covers about 5737 square kilometres and is located west of Mackay extending north to the Eungella National Park and south to Nebo as shown on the locality map.

The agreement falls within the Local Government Authorities of the Isaac and Mackay Regional Councils.]

Parties to agreement

Applicant

Party name	QGC Pty Limited (ACN 089 642 553)
Contact address	c/- McCullough Robertson Lawyers GPO Box 1855 BRISBANE QLD 4001

Other Parties

Party name	Wiri RNTC (the Registered Native Title Claimant for the Wiri People Core Country Native Title Claim, which at the date of this agreement comprised James Butterworth, Ronald Watson, Marilyn Duncan, Gregory Dunrobin, Kenneth Dodd, Graham Sauney, Oswald Skeen, Frank Tiers, Maurice Dallachy, Linda Wailu and Eileen Pegler)
Contact address	c/- Creevey Russell Lawyers PO Box 833 TOOWOOMBA QLD 4350

Period in which the agreement will operate

Start date	08/05/2012
End Date	not specified

3. Term

- (a) This Agreement commences on the Authorisation Date.
- (b) Subject to clauses 3(c) and 3(d) the Parties agree that the Agreement will terminate upon the decommissioning of the Project.
- (c) If QGC determines not to proceed with the Project this Agreement will terminate.
- (d) The Parties agree that if either the Overlap ILUA or this Agreement fails to be Registered by 30 June 2013 (which date may be extended by agreement between the Parties) the Agreement will terminate.
- (e) In the event of termination of the Agreement the Parties will do all things necessary to remove the details of the Agreement from the Register of Indigenous Land Use Agreements.

'Authorisation Date' means the date of Authorisation and Execution of this Agreement.

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

6. Consent

- (a) The Wiri RNTC on behalf of the Wiri Claim Group consents to the doing of the following acts within the ILUA Area, whether or not they are Future Acts:
 - (i) the grant to QGC of the Exploration Rights and activities necessary or incidental to the exploration for Petroleum;
 - (ii) the grant to QGC of the Project Rights and the implementation of those Project Rights;
 - (iii) the planning, investigation, construction, operation and maintenance of the Project and all works necessary or incidental to the Project which is done by, at the request of, or on behalf of QGC; and
 - (iv) the decommissioning of the Project and the required rehabilitation of the land affected by the Project.
- (b) The Parties acknowledge that the Non-Extinguishment Principle applies to any Exploration Right or Project Right when granted or the doing or validation of the Future Acts consented to under clause 6(a).
- (c) Subject to QGC's compliance with this Agreement:
 - (i) the Wiri RNTC agrees that it will take reasonable steps to enable the doing of any acts permitted or authorised under the Exploration Rights and Project Rights and will not:
 - (A) unreasonably object to the acts consented to under clause 6(a); or
 - (B) do or omit to do anything that would prevent or delay the acts consented to under clause 6(a).
 - (d) Subdivision P of Division 3 of Part 2 of the NTA is not intended to apply to the doing of the Future Acts consented to under clause 6(a).
 - (e) Clause 6(a) is a statement for the purposes of section 24EB(1)(b) NTA.
 - (f) Clause 6(d) is a statement for the purposes of section 24EB(1)(c) NTA.

1. Definitions and Interpretation

'Exploration Rights' means any grant, variation, extension or renewal of any authorisation, lease, licence, permit, approval, certificate, consent, direction or notice which is necessary or desirable for the undertaking of exploration for Petroleum within the ILUA Area, prior to or at any time after the Registration Date, under legislation including, but not limited to:

- (a) Environmental Protection Act 1994 (Qld);
- (b) Environmental Protection and Biodiversity Conservation Act 1999 (Cth);
- (c) Forestry Act 1959 (Qld);
- (d) Land Act 1994 (Qld);
- (e) Petroleum Act 1923 (Qld);
- (f) Petroleum & Gas (Production and Safety) Act 2004 (Qld);
- (g) State Development and Public Works Organisation Act 1971 (Qld); and
- (h) Water Act 2000 (Qld);

but excluding tenements granted under the MRA and the grant and subsequent renewal of any tenements under the Petroleum Act 1923 (Qld) or Petroleum & Gas (Production and Safety) Act 2004 (Qld) in which QGC does not have a legal or beneficial interest which is greater than 50%.

'MRA' means the Mineral Resources Act 1989 (Qld).

'Petroleum' has the meaning given in the Petroleum & Gas (Production and Safety) Act 2004 (Qld).

'Project' means the development, construction, operation, maintenance and ultimate decommissioning and rehabilitation of:

- (a) a Petroleum project in the ILUA Area, involving exploration, production and distribution of Petroleum through the operation of pipelines and associated infrastructure; and
- (b) any other works or operations necessary for or ancillary to that Petroleum project.

'Project Rights' means any grant, variation, extension or renewal of any authorisation, lease, licence, permit, approval, certificate, consent, direction or notice which is necessary or desirable for the undertaking of the Project, prior to or at any time after the Registration Date, under legislation including, but not limited to:

- (i) Environmental Protection Act 1994 (Qld);
- (j) Environmental Protection and Biodiversity Conservation Act 1999 (Cth);

(k) Forestry Act 1959 (Qld);
(l) Land Act 1994 (Qld);
(m) Petroleum Act 1923 (Qld);
(n) Petroleum & Gas (Production and Safety) Act 2004 (Qld);
(o) State Development and Public Works Organisation Act 1971 (Qld); and
(p) Water Act 2000 (Qld);
but excluding tenements granted under the MRA and the grant and subsequent renewal of any tenements under the Petroleum Act 1923 (Qld) or Petroleum & Gas (Production and Safety) Act 2004 (Qld) in which QGC does not have a legal or beneficial interest which is greater than 50%.

Attachments to the entry

[QI2012_061_Schedule_1_attachment.pdf](#)