



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2013/087
Short name	Ewamian People Small Scale Miners ILUA
ILUA type	Area Agreement
Date registered	24/04/2014
State/territory	Queensland
Local government region	Charters Towers Regional Council, Etheridge Shire Council, Tablelands Regional Council

Description of the area covered by the agreement

6.1 The Parties state as follows:
(b) this Agreement applies to the ILUA Area.

'ILUA Area' means the area depicted and described in Schedule 1.

SCHEDULE 1:

The agreement area only covers those land and waters which are subject to native title determination applications:

- QUD6009/99 Ewamian People #2 (QC1999/013) as accepted for registration on 9 July 2002, excluding Lot 7 on Plan LG6; and
 - QUD6018/01 Ewamian People #3 (QC2001/016) as accepted for registration on 27 June 2002.
- Further described as being that area within the external boundary described within Schedule 1.

The agreement also includes the area covered by:

- Lot 2 on Plan VR7
- Lot 10 on Plan CD18
- Former Mining Lease ML30189

Exclusions:

- The agreement area excludes the Bulleringa National Park (being Lot 4620 on Plan 1283) located on the northern boundary of this agreement.
- Lot 7 on Plan LG6.

[The full external boundary description and the map showing that boundary are contained in Schedule 1 of the agreement. A copy of Schedule 1 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: Agreement covers about 28,670 sq km in the vicinity of Georgetown.]

Parties to agreement

Applicant

Party name	State of Queensland (State)
Contact address	c/- Crown Law State Law Building 50 Ann Street Brisbane QLD 4000

Party name Barry Fisher, David Hudson and Noel Lacey on their own behalf and on behalf of the Ewamian People [the registered native title claimant for the Ewamian People Native Title Claims: QUD6009/99 and QUD6018/01]
Contact address c/- North Queensland Land Council
PO Box 679N
Cairns North QLD 4870

Party name North Queensland Miners Association Incorporated (NQMA)
Contact address PO Box 133
Malanda QLD 4885

Party name Tatampi Puranga Aboriginal Corporation
Contact address Agent Body Corporate
9A Hort Street
Mareeba QLD 4880

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.

1. DEFINITIONS

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

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

'Register' means the Register of Indigenous Land Use Agreements under the NTA.

'Registration Date' means the date this Agreement is entered on the Register.

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

6.1 The Parties state as follows:

(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. AGREED ACTS

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. AMENDMENT TO THE MINING TENEMENTS

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.

1. DEFINITIONS

'Ancillary Rights' means any or all of the following:

- (a) a referable dam licence;
- (b) a water pumping licence;
- (c) a tree clearing permit.

'EPA' means the Environmental Protection Act 1994 (Qld).

'Grantee Party' means a Small Scale Miner who:

- (a) has made an Application; and
- (b) has executed an Opt in Deed and provided a copy of the executed deed to the Native Title Parties, NQMA and the State in accordance with clause 25.

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

'NTPCs' means 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.

Attachments to the entry

[QI2013_087 Schedule 1 Map of agreement area.pdf](#)

[QI2013_087 Schedule 1 Description of agreement area.pdf](#)