



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	QI2014/082
<b>Short name</b>	Gunggari People #3 and Maranoa Regional Council ILUA
<b>ILUA type</b>	Area Agreement
<b>Date registered</b>	06/05/2015
<b>State/territory</b>	Queensland
<b>Local government region</b>	Maranoa Regional Council

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## Description of the area covered by the agreement

4.2 The Agreement covers the ILUA Area for the purposes of Part 2 and Part 3.

Schedule 1 "ILUA Area" means the area described in writing in Schedule 2 being all of the land and waters within the Claim Area shown on the map marked "ILUA Area" in Schedule 3 which does not overlap with any other native title claim.

"Claim Area" means all land and waters covered by the Native Title Claim as at the Execution Date.

[A description and map of the agreement area is contained in Schedules 2 and 3 of the agreement. A copy of Schedule 2 and 3 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 agreement area covers about 4,166 sq km approximately 50 km south west of Roma.]

## Parties to agreement

### *Applicant*

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<b>Party name</b>	Maranoa Regional Council
<b>Contact address</b>	c/- MacDonnells Law GPO Box 79 Brisbane QLD 4001

### *Other Parties*

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<b>Party name</b>	Gunggari People #3
<b>Contact address</b>	c/- Queensland South Native Title Services Ltd PO Box 10832 Brisbane QLD 4001

## Period in which the agreement will operate

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<b>Start date</b>	not specified
<b>End Date</b>	not specified

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2.1 Part 1 of the ILUA commences on the Execution Date.  
2.2 Part 1 applies indefinitely unless the Agreement is Terminated.

23.1 Part 2 of the ILUA commences on the Execution Date.  
23.2 Part 2 applies indefinitely unless the Agreement is Terminated.

28.1 Clause 31 in Part 3 commences on the Execution Date.  
28.2 All other provisions in Part 3 commence on the Registration Date.  
28.3 Where:-  
(a) the Native Title Claim results in an Unsuccessful Determination;  
(b) all Native Title in the ILUA Area is surrendered under the Native Title Act; or  
(c) for any other reason there is legal certainty that Native Title does not exist anywhere in the ILUA Area either Party may give Notice to the other Party that Part 3 no longer applies.  
28.4 Otherwise Part 3 applies indefinitely, unless the Agreement is Terminated.

37.1 Part 4 commences on the Execution Date.  
37.2 Where the Native Title Party is no longer an Aboriginal Party for all of the Cultural Heritage Area, either Party may give Notice to the other Party that Part 4 no longer applies.  
37.3 Otherwise, Part 4 applies indefinitely unless the Agreement is Terminated.

51.1 Part 5 commences on the Execution Date.  
51.2 Part 5 applies indefinitely unless the Agreement is Terminated.

Schedule 1 "Execution Date" means the date that the last Party signs the Agreement.  
"Native Title Claim" means native title determination application QUD548/2012 as amended from time to time and includes any native title determination application with which the Native Title Claim is amalgamated.  
"Unsuccessful Determination" means Determination Orders in relation to the Native Title Claim which determine that Native Title does not exist in any part of the Claim Area.  
"Aboriginal Party" has the same meaning as given in the Aboriginal Cultural Heritage Act. At the Execution Date the Native Title Party is the registered native title claimant for the Claim Area and therefore, under Section 34(1)(a) and Section 35(1) of the Aboriginal Cultural Heritage Act, is also an Aboriginal Party.  
"Cultural Heritage Area" means all of the land and waters within the boundary of the Application area as shown on the map in Schedule 3.

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

29.2 Part 2 Division 3 Subdivision P of the Native Title Act (which relates to the right to negotiate) does not apply to any Future Acts covered by the Agreement.  
Note: The Agreement will not cover the freeholding of land by the State of Queensland to the Local Government. That would require Native Title to either be compulsorily acquired or surrendered under an indigenous land use agreement to which the State of Queensland is a party. However paragraph 53.1(a) of the Agreement does contain a procedure under which compulsory acquisitions of Native Title may sometimes be undertaken on an agreed basis.

34.1 The Parties consent to any Activity which has a Low Native Title Impact (they are described in Schedule 6).  
34.2 There are no conditions on the consent to an Activity which has a Low Native Title Impact.  
34.3 Where the conditions in the immediately following sub-clause are satisfied, the Parties consent to any Activity which has a High Native Title Impact (they are described in Schedule 7).  
34.4 The conditions are that the Local Government satisfies one of the following:-  
(a) The Local Government:  
i) gives a Notice to the Native Title Party in accordance with Clause 36.1(a); and  
ii) completes Consultation in accordance with Clause 36.1(b).  
(b) Where the Activity involves a capital work dealt with at a Capital Works Forum (provisions about a Capital Works Forum are contained in Clause 48), the Local Government:  
i) gives a list of capital works involving the Activity under Clause 48.6(d); and  
ii) consensus is reached under Clause 48.6(e) about the Activity being carried out.  
34.5 For clarification, an Activity which has a Low Native Title Impact will not be an Activity which has a High Native Title Impact.

36.1 The conditions in relation to the giving of Notice and completion of Consultation under Part 3 of the Agreement can be satisfied as follows:-  
(a) In relation to the giving of Notice the following applies:-  
i) The Notice must:  
A. be in writing;  
B. be generally in the form of the template contained in Schedule 9; and  
C. substantially contain the information indicated in the template in Schedule 9.  
ii) The Notice must be given in the way set out in Clause 19.  
iii) The Notice must be given in sufficient time to enable any necessary Consultation to be completed.

iv) The Notice may cover multiple Activities.

(b) Consultation means completion of the process contained in Schedule 10.

Schedule 1 "Activity" and "Activities" has the widest possible meaning and includes any activity (including any construction and ground disturbing activity), action, undertaking, dealing, grant, approval, consent and agreement. "Capital Works Forum" means a one of more meetings of the Native Title Party and the Local Government of the kind, and for the purposes, set out in Clause 48.

"High Native Title Impact" in relation to an Activity, refers to anything which is included in, or covered by, any of the classes of Activities in Schedule 7.

"Low Native Title Impact" in relation to an Activity, refers to anything which is included in or covered by any of the classes of Activities contained in Schedule 6.

"Notice" refers to any Notice given under the Agreement and, for clarification, Clause 19 sets out how Notice is given and Schedule 9 contains the template of a Notice to be given under Clauses 36 and 46.

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

[QI2014\\_082 Schedule 2 - Written Descriptions.pdf](#)

[QI2014\\_082 Schedule 3 - Map.pdf](#)