



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	QI2014/087
<b>Short name</b>	Aurukun Bauxite Development ILUA
<b>ILUA type</b>	Body Corporate
<b>Date registered</b>	25/02/2015
<b>State/territory</b>	Queensland
<b>Local government region</b>	Aurukun Shire Council

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## Description of the area covered by the agreement

"Agreement Area" means the area described at Part 1 of Schedule 1 and as depicted on the map at Part 2 of Schedule 1.

"Agreement Area (Infrastructure)" means that part of the Agreement Area described in Part 2 of Schedule 1 and as depicted on the map at Part 2 of Schedule 1.

"Agreement Area (Mining)" means that part of the Agreement Area described at Part 3 of Schedule 1 and as depicted on the map at Part 3 of Schedule 1.

[Schedule 1 Parts 1, 2 and 3 - written descriptions and maps of ILUA Areas 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:

Agreement covers about 2169 sq km of Cape York Peninsula, and is approximately 20 km south of Weipa and east of Aurukun.]

## Parties to agreement

### *Applicant*

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<b>Party name</b>	Ngan Aak-Kunch Aboriginal Corporation
<b>Contact address</b>	c/- Cape York Land Council PO Box 2496 Cairns QLD 4870

### *Other Parties*

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<b>Party name</b>	Aurukun Bauxite Development Pty Ltd
<b>Contact address</b>	224 Hinxman Road Castlereagh NSW 2749

## Period in which the agreement will operate

**Start date** not specified

**End Date** not specified

6.1 Clauses 1, 2, 3, 5, 10, 26, 28, 32, 34 and this clause 6 commence on the Commencement Date.

6.2 The remaining clauses of this Agreement, except for clause 7, commence on the later of:

- (a) the ABJV Assumption Date; and
- (b) the Development Agreement Commencement Date.

6.3 Clause 7 commences on the date, after the last of the occurrence of the ABJV Assumption Date, the Development Agreement Commencement Date and the date that this Agreement is Registered.

6.4 This Agreement will terminate when the first of the following has occurred:

- (a) the Parties agree in writing to terminate this Agreement;
- (b) the ABJV Assumption Date does not occur by 31 March 2015, or such later date as may be agreed in writing by the Parties;
- (c) this Agreement has not been Registered by 31 December 2015, or such later date as may be agreed in writing by the Parties, and the ABJV (or, if the ABJV is not a party to this Agreement, ABD) electing by written notice to the other parties to terminate this Agreement on that basis, although it is under no obligation to do so;
- (d) the commencement and then later termination of the Development Agreement; and
- (e) Project Closure and the ABJV has, by written notice, notified the other parties to that effect.

6.5 If this Agreement is not Registered by the date in clause 6.4(c), the ABJV (or, if the ABJV is not a party to this Agreement, ABD) must within 40 Business Days of that date, by notice in writing to the other parties, elect to either:

- (a) terminate this Agreement; or
- (b) continue this Agreement.

6.6 If the ABJV (or, if the ABJV is not a party to this Agreement, ABD) fails to comply with clause 6.5 this Agreement terminates on the date 40 Business Days after the date in clause 6.4(c).

6.7 If this Agreement is not Registered by 31 December 2015 and has not been terminated pursuant to clauses 6.5(a) or 6.6, either ABD or NAK may request a meeting of the Parties to discuss whether this Agreement should be amended to facilitate its Registration and such amendments shall be made by the Parties in accordance with the terms of this Agreement.

6.8 In the event of the termination of this Agreement, the Parties will do all things necessary to remove the details of the Agreement from the Register.

6.9 No breach of this Agreement by any Party will give any other Party a right to elect to terminate this Agreement, but that Party may exercise any other right or remedy otherwise available to it in respect of such breach.

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

7.1 The Parties consent to the Project Interests and the undertaking of the Project to the extent they are Future Acts.

7.2 NAK [Ngan Aak-Kunch Aboriginal Corporation] agrees to do all reasonable things, including signing any documents and providing any consents necessary to give effect to the consents in clauses 7.1, but at no cost to NAK.

7.3 NAK acknowledges that the consents in clause 7.1 constitute the requisite statements for the purposes of sections 24EB(1)(b)(i) of the NTA and regulation 7(5) of the ILUA Regulations to the doing of any of the acts referred to in clause 7.1.

7.4 The ABJV [Aurukun Bauxite Joint Venture] agrees:

- (a) to only apply for the Grant of the Project Interests for the undertaking of the Project;
- (b) not to conduct any activities, operations or practices outside the scope of the Project.

7.5 The Parties confirm that, in accordance with section 24EB(3) of the NTA, the Non-extinguishment Principle applies to the Future Acts consented to in clause 7.1.

7.6 For the purposes of section 24EB(1)(c) of the NTA and regulation 7(5) of the Regulations, the Parties state that, if this ILUA is Registered, Subdivision P of Division 3 of Part 2 of the NTA is not intended to apply to the doing of the Project Interests.

Project means:

(a) the extraction, transportation and processing of Bauxite on the areas described as the Agreement Area (Mining) and Agreement Area (Infrastructure) and includes the construction and operation of works, including, for example, mining equipment, electricity generation plants and related distribution infrastructure, pipelines, telecommunications infrastructure, water storage and distribution infrastructure, buildings, conveyors, roads or railways on land near Aurukun and Weipa;

(b) the conduct of Exploration Activities for Bauxite in the Agreement Area other than the Agreement Area (Infrastructure);

(c) with a current mine plan of mining at a rate 10 million tonnes of Bauxite per annum and exporting of 6.6 million tonnes of beneficiated Bauxite per annum;

and includes:

(d) the planning, design, development, construction, operation and maintenance of Infrastructure or other Infrastructure Facilities required or desirable for or to support the conduct of the operations referred to in paragraphs (a) and (b) above; and

(e) a reference to each and every phase and component of the operations referred to in paragraphs (a), (b) and (c) above and activities related to, associated with or incidental to the activities referred to in paragraphs (a), (b) and (c) above (including the phase of completing any Rehabilitation of those operations and terminating or surrendering the

Project Interests).

The Project Interests are:

- (a) the Grant of a Mineral Development Licence and a Mining Lease in relation to the Agreement Area (Mining);
- (b) the Grant of an Exploration Permit in relation to the Agreement Area;
- (c) the Grant of a Mining Lease (Infrastructure) and the Grant of any other Approvals (or any other rights or interests) in relation to the Agreement Area (Mining) and the Agreement Area (Infrastructure) necessary or desirable for or incidental to the conduct of the Project including:
  - (i) under relevant laws of the State and the Commonwealth;
  - (ii) the declaration, dedication, use and management or similar act of any part of the Agreement Area for reserve including road purposes;
  - (iii) the de-gazettal or similar act of any roads, reserves or other Crown land;
  - (iv) tenure under that Land Act and the Land Title Act 1994 (Qld) and any easements;
  - (v) any water licence, dam licence (but not in relation to any existing river system) or any other Approval under the Water Act 2000 (Qld);
  - (vi) any Approvals related to or associated with any infrastructure or other Infrastructure Facilities including, but not limited to, power lines, water pipelines, gas pipelines, haul roads, construction camps, buildings and roads; and
  - (vii) Approvals for dredging, spoil disposal or in relation to shipping and other port activities;
- (d) the undertaking of any acts pursuant to the above Grants or acts considered by the ABJV as necessary or desirable for, or incidental to, the Project; and
- (e) the making, amendment or repeal of legislation, regulations, by-laws, ordinances (and similar acts) necessary or desirable for, or incidental to, the Project,  
but, for the avoidance of doubt:
  - (f) the Project Interests do not include the Grant of any Mining Lease in relation to that part of the Agreement Area outside of the Agreement Area (Mining) unless otherwise agreed by the Parties in accordance with clause 9 of this Agreement; and
  - (g) the Project Interests do not include any agreement by NAK or the Native Title Holders to the compulsory acquisition, or agreement to the surrender to the State, of Native Title Rights and Interests in relation to any part of the Agreement Area.

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

[QI2014\\_087 Aurukun Bauxite Dev ILUA Schedule 1.pdf](#)