



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	QI2017/014
<b>Short name</b>	Port Curtis Coral Coast Protected Areas ILUA
<b>ILUA type</b>	Area Agreement
<b>Date registered</b>	03/05/2018
<b>State/territory</b>	Queensland
<b>Local government region</b>	Banana Shire Council, Bundaberg Regional Council, Gladstone Regional Council, North Burnett Regional Council

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## Description of the area covered by the agreement

"ILUA Area" means that part of the land and waters described in column 4, of the corresponding lot described in column 2 of the corresponding plan described in column 3 of the tables included in each of Schedule 1, Schedule 2 and Schedule 3 and shown on the map in Schedule 5;

[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:

A copy of Schedules 1, 2, 3, 4 and 5 are attached to this extract.

The agreement area consists of multiple areas, with a combined area of about 2048 sq km approx. 55 km south east of Rockhampton.]

## Parties to agreement

### *Applicant*

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<b>Party name</b>	State of Queensland
<b>Contact address</b>	c/- Crown Law GPO Box 5221 Brisbane QLD 4001

### *Other Parties*

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<b>Party name</b>	First Nations Bailai, Gurang, Gooreng Gooreng, Taribelang Bunda Aboriginal Corporation
<b>Contact address</b>	C/- PCCC Land Trust PO Box 537 Bundaberg QLD 4670

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<b>Party name</b>	Kerry Blackman, Dean Sarra, Lurleen Blackman, Richard Johnson, Nathanael Minniecon and Matthew Cooke on their own behalf and on behalf of the Bailai, Gurang, Gooreng Gooreng, Taribelang Bunda People
<b>Contact address</b>	c/- Queensland South Native Title Services PO Box 10832 Adelaide St 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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### 3. Commencement and Expiry

3.1 Clauses 1 (Definitions), 2 (Interpretations), 3 (Commencement and Expiry), 4 (Authority) and 12 (Registration as an Area Agreement) commence on the Execution Date.

3.2 The remaining clauses of this Agreement commence on Registration.

3.3 Subject to clause 3.4 to 3.8, this Agreement will continue in force in perpetuity.

3.4 Subject to clause 3.5, this Agreement may be terminated by written agreement executed by the Parties.

3.5 The Parties acknowledge that if the Determination covers the entire ILUA Area, on and from the date the PBC becomes the RNTBC for the Determination, under the PBC regulations, the PBC will have the function of managing the native title rights and interests for the Bailai, Gurang, Gooreng Gooreng, Taribelang Bunda People, and the power to enter into agreements to perform that function, and that as a result this Agreement may be terminated by written agreement executed by the PBC, and the State.

3.6 If there is a determination by the Federal Court of Australia that Native Title does not exist in part of the ILUA Area or that Native Title in part of the ILUA Area is held by people other than the Bailai, Gurang, Gooreng Gooreng, Taribelang Bunda People, this Agreement expires in relation to that part of the ILUA Area subject to that determination, but remains in force in relation to the balance of the ILUA Area.

3.7 If a Regulated Management Plan comes into effect:

(a) which regulates the exercise of Native Title Rights and Interests in relation to part of the ILUA Area in terms substantially the same as clauses 5.2 and 5.5; and

(b) for which an ILUA has been Registered in relation to the regulation of Native Title Rights and Interests under the Regulated Management Plan;

this Agreement expires in relation to that part of the ILUA Area to which the Regulated Management Plan relates and continues in force in relation to the remainder of the ILUA Area.

3.8 If a Substitute ILUA is registered in relation to all or part of the ILUA Area, this Agreement expires in relation to that part of the ILUA Area covered by the Substitute ILUA and continues in force in relation to any part of the ILUA Area not covered by the Substitute ILUA.

3.9 A Party may only notify the Registrar in writing pursuant to s199C(1)(c)(i) of the NTA that this Agreement has expired due to the operation of clause 3.7 or 3.8 if:

(a) each Party has agreed in writing that this Agreement has so expired; or

(b) if the Parties are unable to agree that this Agreement has so expired, the Dispute has been resolved in accordance with clause 14; or

(c) there is an order of the Federal Court of Australia that requires the Registrar to be notified.

#### Definitions:

"Agreement" means this document, including all schedules to this document;

"Determination" means a determination by the Federal Court of Australia that Native Title exists in relation to land and waters within the ILUA Area and is held by the Bailai, Gurang, Gooreng Gooreng, Taribelang Bunda People (including held in trust by the PBC as the RNTBC for the Bailai, Gurang, Gooreng Gooreng, Taribelang Bunda People);

"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;

"ILUA" has the same meaning as in s 24BA or s 24CA of the NTA;

"Native Title" has the same meaning as in the NTA;

"Native Title Party" means Kerry Blackman, Dean Sarra, Lurleen Blackman, Richard Johnson, Nathanael Minniecon and Mathew Cooke;

"Native Title Rights and Interests" has the same meaning in the NTA;

"NCA" means Nature Conservation Act 1992 (Qld);

"Parties" means the Native Title Party, the PBC and the State;

"PBC" means the First Nations Bailai, Gurang, Gooreng Gooreng, Taribelang Bunda People Aboriginal Corporation ICN 8650, a prescribed body corporate incorporated in accordance with the CATSI Act and PBC Regulations for the purposes of becoming the RNTBC for the Determination;

"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;

"Registrar" has the same meaning as in the NTA;

"Regulated Management Plan" means a management plan as defined in the NCA which has been given effect to by a regulation made under the NCA;

"RNTBC" has the same meaning as registered native title body corporate in the NTA;

"State" means the State of Queensland;

"Substitute ILUA" means an ILUA for all or part of the ILUA Area which regulates the exercise of Native Title Rights and Interests in terms substantially the same as clauses 5.2 to 5.5 and which may also include provision about other matters referred to in s 24BB or s 24CB of the NTA; and

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

The ILUA is about the Parties' agreement regarding the exercise of Native Title Rights and Interests in the ILUA Area.

**Attachments to the entry**

[QI2017\\_014 Schedule 1 Description of National Park Area.pdf](#)

[QI2017\\_014 Schedule 2 Description of Conservation Park Area.pdf](#)

[QI2017\\_014 Schedule 3 Description of Resources Reserve Area.pdf](#)

[QI2017\\_014 Schedule 4 Description of External Boundary.pdf](#)

[QI2017\\_014 Schedule 5 Map of ILUA Area.pdf](#)