



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2019/011
Short name	Mardigan People Claim Resolution ILUA
ILUA type	Area Agreement
Date registered	01/10/2019
State/territory	Queensland
Local government region	Murweh Shire Council, Paroo Shire Council, Quilpie Shire Council

Description of the area covered by the agreement

"Agreement Area" means the land and waters described in Schedule 1 and depicted in Schedule 2.

[A written description of the external boundary of the agreement area is contained in Schedule 1. A map of the agreement area is contained in Schedule 2. Copies of Schedules 1 and 2 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 15,403 sq km and is located in the area surrounding Quilpie.]

Parties to agreement

Applicant

Party name	State of Queensland
Contact address	Executive Director Land and Native Title Services PO Box 15216 City East Brisbane QLD 4001

Other Parties

Party name	Daphne Jackson and Brian Shillingsworth on their own behalf and on behalf of the Mardigan People
Contact address	c/- Queensland South Native Title Services PO Box 10832 Adelaide Street Brisbane QLD 4001

Party name	Margany Traditional Owners Aboriginal Corporation
Contact address	6 Moselle Court Wilsonton Heights QLD 4350

Period in which the agreement will operate

Start date	24/04/2019
End Date	not specified

3.1 Clauses 1 (Definitions), 2 (Interpretation), 3 (Commencement and Expiry), 4 (Authority) and 17 (Registration of Agreement) commence on the Execution Date.

3.2 The remaining clauses of this Agreement commence on Registration.

3.3 Subject to clauses 3.4 to 3.6, this Agreement will continue in force in perpetuity.

3.4 Prior to the making of any determination by the Federal Court in accordance with s 225 of the NTA [*Native Title Act 1993 (Cth)*] which fully disposes of the Native Title Claim, this Agreement may be terminated by written agreement executed by the State, the Corporation and such of the Native Title Parties as have not died or become incapacitated. Following any such determination, this Agreement may be terminated by written agreement executed by the State and the Corporation.

3.5 A party may only notify the Registrar in writing pursuant to section 199C(1)(c)(i) of the NTA that this Agreement has expired if:

- (a) each relevant party as specified in clause 3.4 above has agreed in writing that the Agreement has so expired; or
- (b) if the relevant parties are unable to agree that the Agreement has expired in whole or in part, any Dispute about that disagreement has been resolved in accordance with clause 19; or
- (c) the Federal Court has ordered that the details of the Agreement be removed from the Register of Indigenous Land Use Agreements.

3.6 The parties agree that it is reasonable for the Registrar to believe that the Agreement has expired if the Registrar is advised in writing in accordance with clause 3.5 that the Agreement has expired by the State or the Corporation.

3.7 If this Agreement is terminated or expires after the Agreement is Registered, or if this Agreement is removed from the Register of Indigenous Land Use Agreements, it does not affect any rights or obligations that may have accrued before expiration or termination or the validity of any acts done in accordance with this Agreement that took effect while this Agreement was Registered.

"Corporation" means the Margany Traditional Owners Aboriginal Corporation ICN 9011.

"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.

"Native Title Claim" means the Mardigan People's native title determination application QUD 7 of 2019 filed in the Federal Court of Australia.

"Registration" means the date on which this Agreement is Registered.

"State" means the State of Queensland.

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

5.1 The parties consent to the Surrender.

5.2 The Surrender will take effect upon Registration.

5.3 The parties agree that the Surrender is intended to extinguish any Native Title that may exist in relation to the Agreement Area.

5.4 Subdivision P, Part 2, Division 3 of the NTA is not intended to apply to the Surrender.

5.6 The parties consent to the validation of any Future Acts done prior to the Execution Date by the State in the Agreement Area to the extent that they were done invalidly for the purposes of Native Title and can be validated in this Agreement. This clause is a statement for the purposes of section 24EBA(1) (a) of the NTA.

7.1 The State acknowledges that the Native Title Parties have requested that the ALA Lots be transferred as Aboriginal Land.

7.3 The Corporation consents to be the Grantee holding the ALA Lots as Aboriginal Land pursuant to the ALA [*Aboriginal Land Act 1991 (Qld)*]. The parties acknowledge that:

(a) the proposed transfer of the ALA Lots and appointment of the Grantee are subject to the approval of the Minister under the ALA and compliance with section 16 of the Land Act [*Land Act 1994 (Qld)*]; and

(b) survey of the ALA Lots will be required prior to transfer as Aboriginal Land and minor adjustments to the areas proposed for transfer as Aboriginal Land may be required.

8.2 The parties consent to:

(a) the dedication of the Reserve;

(b) the appointment of the Corporation as the trustee of the Reserve;

(c) the grant of any leases, permits, easements or other interests over the Reserve Area for a purpose consistent with the Reserve; and

(d) all other uses and activities over the Reserve Area that are consistent with the purposes of the Reserve.

"Aboriginal Land" means a grant in fee simple under section 38 of the ALA.

"ALA Lots" means those lots identified in Schedule 6 and depicted in Schedule 7.

"Reserve" means the reserve to be dedicated for Aboriginal and Cultural Purposes over the Reserve Area, or any part of the Reserve Area, under the Land Act.

"Reserve Area" means the land and waters described in Schedule 8 and depicted in Schedule 9.

"Surrender" means the surrender to the State (and the permanent extinguishment of) any Native Title Rights and Interests in relation to the Agreement Area.

Attachments to the entry

[QI2019_011 Schedule 1 - Written description of Agreement Area.pdf](#)

[QI2019_011 Schedule 2 - Map of Agreement Area.pdf](#)