



Extract from Register of Indigenous Land Use Agreements

NNTT number	NI2020/002
Short name	Western Bundjalung Amended Settlement Indigenous Land Use Agreement
ILUA type	Area Agreement
Date registered	04/05/2021
State/territory	New South Wales
Local government region	Clarence Valley Council, Glen Innes Severn Shire Council, Kyogle Council, Richmond Valley Council, Tenterfield Shire Council

Description of the area covered by the agreement

6. LAND OR WATERS COVERED BY THIS AGREEMENT

6.1 This Agreement covers all the land or waters within the Application Area.

6.2 A complete description and a map of the Agreement Area is provided in Description and map of Agreement Area in Schedule B (Agreement Area, Native Title Area and Extinguished Area).

"Agreement Area" means all the land or waters within the external boundary of the Application described and mapped in Schedule B (Agreement Area, Native Title Area and Extinguished Area). For the sake of clarity, the Agreement Area comprises the Native Title Area and the Extinguished Area, and also, separately comprises the Part A Area and the Part B Area.

"Application" means the application for a determination of Native Title under sections 13 and 61 of the *Native Title Act 1993* (Cth) made by Tim Torrens, David Mundine, Kathy Malera-Bandjolan, Bronwyn Bancroft, Leonard Gordon, David Walker, Terrence Robinson, Andrew Donnelly, Gary Brown and Graeme Walker for and on behalf of the Western Bundjalung People that was lodged in the Federal Court of Australia on 19 December 2011 with proceedings number NSD 2300 of 2011.

"Application Area" means the area of land or waters within the external boundaries of the Application that is, the Part A Area and the Part B Area including the Native Title Area and the Extinguished Area for both Parts.

"Extinguished Area" means the area of land or waters within the Application Area where native title has been extinguished.

"Native Title Area" means the Part A Native Title Area together with the Part B Native Title Area.

"Part A Area" means the land or waters subject to the Part A Consent Determination Orders.

"Part A Consent Determination Orders" means the orders made by the Federal Court of Australia in relation to the Application on 29 August 2017.

"Part A Native Title Area" means the land or waters described in Schedule One (Native Title Area) of the Part A Consent Determination Orders.

"Part B Area" means the land or waters subject to the Part B Consent Determination Orders.

"Part B Consent Determination Orders" means the orders made by the Federal Court of Australia in relation to the Application on 27 June 2018.

"Part B Native Title Area" means the land or waters described in Part 3 of Schedule One (Part B Native Title Area) of the Part B Consent Determination Orders.

[A written description and map of the area covered by the agreement is contained in Schedule B. A copy of Schedule B is attached to this register extract. The following general description 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 approx. 5,766 sq km and is located northwest of Grafton and extends to the New South Wales - Queensland State border.]

Parties to agreement

Applicant

Party name Attorney General of New South Wales
Contact address GPO Box 5341
Sydney NSW 2001

Party name Ngullingah Jugun (Our Country) Aboriginal Corporation RNTBC
Contact address c/- NTSCORP Limited
PO Box 2105
Strawberry Hills NSW 2012

Party name Tim Torrens, David Mundine, Kathy Malera-Bandjolan, Bronwyn Bancroft, Leonard Gordon, David Walker, Terrence Robinson, Andrew Donnelly, Gary Brown, Graeme Walker on behalf of the Western Bundjalung People
Contact address c/- NTSCORP Limited
PO Box 2105
Strawberry Hills NSW 2012

Other Parties

Party name Chief Executive Officer
Contact address Forestry Corporation
121-131 Oratava Ave
West Pennant Hills NSW 2125

Party name Minister administering Part 6 of the National Parks and Wildlife Act 1974 (NSW)
Contact address GPO Box 5341
Sydney NSW 2001

Party name Minister administering the Crown Land Management Act 2016 (NSW)
Contact address GPO Box 5341
Sydney NSW 2001

Party name Minister administering the Fisheries Management Act 1994 (NSW)
Contact address GPO Box 5341
Sydney NSW 2001

Party name Minister administering the National Parks and Wildlife Act 1974 (NSW)
Contact address GPO Box 5341
Sydney NSW 2001

Party name Secretary of the agency responsible for the administration of Part 6 of the National Parks and Wildlife Act 1974 (NSW)
Contact address PO Box 5341
Sydney NSW 2001

Party name Secretary of the agency responsible for the administration of the National Parks and Wildlife Act 1974 (NSW)
Contact address PO Box 5477
Sydney NSW 2001

Period in which the agreement will operate

Start date	21/10/2020
End Date	not specified

2. COMMENCEMENT

2.1 The following paragraphs deal with the commencement of various parts of this Agreement:

(a) clauses:

- (i) 1 (Objects);
- (ii) 2 (Commencement);
- (iii) 3 (Term);
- (iv) 4 (Authorisation and warranties);
- (v) 6 (Land or waters covered by this Agreement);
- (vi) 25 (Confidentiality);
- (vii) 26 (Registration of this Agreement as an ILUA);
- (viii) 27 (Contractual effect of this Agreement);
- (ix) 29 (Use of this Agreement);
- (x) 31 (Amendment of this Agreement);
- (xi) 32 (Dispute resolution procedure);
- (xii) 33 (Notices);
- (xiii) 34 (No termination for breach);
- (xiv) 36 (General); and
- (xv) 37 (Dictionary);

of this Agreement commence on the Execution Date; and

(b) the remainder of this Agreement commences on the Registration Date.

2.3 If this Agreement is not Registered as an ILUA to which Subdivision C of Division 3 of Part 2 of the *Native Title Act 1993* (Cth) applies within 36 months after the Execution Date or within a further period that is agreed in writing between the Parties, this Agreement shall be terminated and cease to have effect.

3. TERM

3.1 This Agreement continues until one of the following events occurs:

- (a) it is terminated by operation of sub-clause 2.3 (Commencement); or
- (b) all Parties agree in writing to release each other and every other Party from their respective rights and obligations under this Agreement.

"**Execution Date**" means the date on which this Agreement is executed by all the Parties, whether on the same document or on one or more counterparts.

"**Registration Date**" means the date this Agreement is registered on the ILUA Register.

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

8. VALIDATION

8.1 For the purposes of section 24EBA(1)(a)(i) of the *Native Title Act 1993* (Cth) and regulation 7(5)(d) of the *Native Title (Indigenous Land Use Agreements) Regulations 1999* (Cth):

(a) all Future Acts (other than Intermediate Period Acts) that were done in relation to land or waters in the:

- (i) Part A Area after 1 January 1994 and before 14 August 2017; and
- (ii) Part B Area after 1 January 1994 and before the Execution Date;

are valid, to the extent that they were done invalidly because of the existence of Native Title.

8.2 All Future Acts done in relation to land or waters in the Part A Area on and after 14 August 2017 and before the date this Agreement is Registered that were done validly under the Western Bundjalung Settlement Indigenous Land Use Agreement are valid.

8.3 All Future Acts done in relation to land or waters in the Part B Area on and after the Execution Date and before the Registration Date are valid, to the extent that they are done invalidly because of the existence of Native Title, provided that they are done in accordance with the procedures set out in this Agreement or in the *Native Title Act 1993* (Cth).

17. ALTERNATIVE FUTURE ACTS REGIME

17.3 Without limiting the rights of the Native Title Parties set out in Schedule E (Alternative Future Acts Regime), the Parties consent to the doing of a Future Act that is in a class covered by that Schedule, which shall be valid, provided the procedures in that Schedule have been complied with.

17.5 Nothing in Schedule E (Alternative Future Acts Regime) affects the RNTBC's right to negotiate under Subdivision P of Division 3 of Part 2 of the *Native Title Act 1993* (Cth). [A redacted copy of Schedule E is attached to this Register extract.]

Attachments to the entry

[Schedule B Description and map of agreement area, description of native title area and description of extinguished area.pdf](#)

[NI2020_002 Schedule E \(Alternative Future Acts Regime\) - Redacted.pdf](#)

[NI2020_002 NNTT map of agreement area.pdf](#)