



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2022/021
Short name	Cooloola Great Walk Ecotourism Project ILUA
ILUA type	Area Agreement
Date registered	16/05/2023
State/territory	Queensland
Local government region	Gympie Regional Council, Noosa 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 copy of Schedule 1 and Schedule 2 is 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 227.4 sq km and is located about 37 km east of Gympie and extends from Wide Bay to Lake Cootharaba.]

Parties to agreement

Applicant

Party name	State of Queensland (acting through the Department of Tourism, Innovation and Sport and the Department of Environment and Science)
Contact address	Ecotourism and Industry Engagement, Queensland Parks and Wildlife Service & Partnerships Department of Environment and Science PO Box 15187 City East QLD 4002

Other Parties

Party name	Kabi Kabi Peoples Aboriginal Corporation ICN 8996
Contact address	c/- P&E Law PO Box 841 Maroochydore QLD 4558

Party name	Michael Douglas, Helena Gulash, Cecilia Combo, Melissa Bond, Norman Bond, Kerry Jones and Brian Warner
Contact address	c/- P&E Law PO Box 841 Maroochydore QLD 4558

Period in which the agreement will operate

Start date	29/11/2022
End Date	not specified

3. Commencement and Expiry

3.1 Clauses 1 (Definitions), 2 (Interpretation), 3 (Commencement and Expiry), 4 (Authority) and 18 (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 3.7, this Agreement will continue until the expiry of the last of the Project Leases.

3.4 If no Project Lease has been granted by the date which is 10 years after the Execution Date, this Agreement will terminate.

3.5 This Agreement may be terminated by written agreement executed by the parties.

3.6 If, after Registration, there is a determination by the Federal Court of Australia that Native Title in part of the Agreement Area is held by people other than the Kabi Kabi People, this Agreement expires in relation to that part of the Agreement Area subject to that determination but remains in force in relation to the balance of the Agreement Area.

"Agreement" means this document, including all schedules to this document, including the Cultural Heritage Management Agreement as varied by agreement between the parties from time to time.

"Assessment Area" means the areas described and shown on the maps in Schedule 8, within which the Associated Infrastructure must be confined.

"Associated Infrastructure" means the eco-accommodation, common building and other amenities and infrastructure necessary for the establishment, construction, maintenance, operation, repair, and use of the Project, within the Assessment Areas.

"Cultural Heritage Management Agreement" means the cultural heritage management agreement in Schedule 4.

"Ecotourism Operator":

(a) means a person holding a Project Lease that is in force; and

(b) includes the Original Ecotourism Operator.

"Execution Date" means the date of this Agreement or, where the parties sign the Agreement on different dates, the later of:

(a) the date on which both the PBC and a majority of the Registered Native Title Claimant has signed the Agreement; and

(b) the date on which the State has signed the Agreement.

"First Project Lease" means the first Project Lease granted after Registration.

"Kabi Kabi People" means the Native Title Claim Group for the Native Title Claim.

"Native Title Claim" means the Kabi Kabi People's native title determination application QUD 20 of 2019.

"Native Title Claim Group" has the meaning given in the NTA.

"NCA" means the *Nature Conservation Act 1992* (Qld).

"NTA" means the *Native Title Act 1993* (Cth).

"Original Ecotourism Operator" means the person to whom the First Project Lease is granted.

"PBC" means Kabi Kabi Peoples Aboriginal Corporation ICN 8996.

"Project" means the establishment, construction, maintenance, operation, repair and decommissioning of:

(a) infrastructure, such as signage, associated with commercially guided walks along the Cooloola Great Walk by the Ecotourism Operator; and

(b) associated ecologically sustainable hiker eco-accommodation facilities located at five separate locations ("**Sites**") within the Assessment Area in the vicinity of the Cooloola Great Walk, but limited to:

(i) 10 cabins (each of no more than 38m² in area) and a communal facility at each of Sites D and R, and ancillary infrastructure and amenities; and

(ii) 6 tents (each of no more than 24m² in area) and a communal facility at each of Sites B, L and K, and ancillary infrastructure and amenities.

"Project Lease" means a lease, agreement, licence, permit or other authority under section 34 or section 35 of the NCA for the Project of no more than thirty (30) years' duration.

"Register of Indigenous Land Use Agreements" has the meaning given in the NTA.

"Registered" means registered on the Register of Indigenous Land Use Agreements.

"Registered Native Title Claimant" has the meaning given in the NTA, and for the purposes of this Agreement, means the Registered Native Title Claimant for the Native Title Claim, which at the Execution Date comprised Michael Douglas, Helena Gulash, Cecilia Combo, Melissa Bond, Norman Bond, Kerry Jones, and Brian Warner.

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

"Site D", "Site L", "Site K", "Site B" and "Site R" means the sites labelled as such on the map which appears at Schedule 8.

"State" means the State of Queensland through the Department of Tourism, Innovation and Sport and the Department of Environment and Science, and includes:

(a) an agent or contractor engaged by the State through those agencies; and

(b) any sub-contractor engaged by a contractor mentioned in paragraph (a) above.

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

5. Consents

5.1 Subject to clauses 5.2 to 5.14, the parties consent to the doing of the Agreed Acts, to the extent they are Future

Acts.

5.2 Clauses 5.3 to 5.5 apply to the grant of the First Project Lease and clauses 5.6 to 5.14 apply if a Project Lease has been granted and ends because of an Early Termination Event.

5.3 If the State is considering granting the First Project Lease to a person (**Proposed First Ecotourism Operator**) other than CABN or CABN's Nominee, the State must:

(a) give notice to the Native Title Party and the PBC; and

(b) inform the Proposed First Ecotourism Operator that the Native Title Party may withdraw consent under this Agreement to the grant of a Project Lease to the Proposed First Ecotourism Operator if the Proposed First Ecotourism Operator is unable to reach an Equivalent Agreement.

5.4 If the State gives notice under clause 5.3(a) and the Native Title Party (if there is no RNTBC) and the PBC are unable to reach an Equivalent Agreement with a Proposed First Ecotourism Operator within 1 year after receiving the notice, the Native Title Party may by notice to the State withdraw its consent under this Agreement to the grant of a Project Lease to the Proposed First Ecotourism Operator.

5.5 However, if the First Project Lease is not granted within the day that is 6 years after Registration, the Native Title Party ceases to be able to withdraw consent under clause 5.4.

5.6 If a Project Lease ends because of an Early Termination Event, the parties consent, subject to clauses 5.7 and 5.8, to the grant of an Interim Management Authority, to the extent it is a Future Act.

5.7 If the State wishes to grant an Interim Management Authority, the State must first invite the PBC to apply, or to arrange for a person nominated (**Nominated Person**) by the PBC to apply, to be granted an Interim Management Authority.

5.8 If:

(a) no application is received from the PBC or a Nominated Person under clause 5.7 within 1 month after the State makes the invitation; or

(b) an application is received and is refused by the NCA Chief Executive because the NCA Chief Executive is not satisfied the applicant is a Suitably Qualified Person, the State may, in its absolute discretion but provided it has consulted with the Native Title Party and the PBC, grant an Interim Management Authority to any Suitably Qualified Person.

5.9 To avoid doubt, a Suitably Qualified Person who is granted an Interim Management Authority is not required to negotiate or enter into an Equivalent Agreement.

5.10 At any time after an Early Termination Event (and regardless of whether an Interim Management Authority has been granted), if the State is considering granting a further Project Lease (**New Project Lease**), the State will issue an invitation to the PBC to apply, or to nominate a person (**Proposed Kabi Kabi Ecotourism Operator**) to apply, to be granted the New Project Lease.

5.11 If:

(a) no application mentioned in clause 5.10 is received from the PBC or a Proposed Kabi Kabi Ecotourism Operator within 3 months after the State issues the invitation; or

(b) an application is received from the PBC or a Proposed Kabi Kabi Ecotourism Operator but is refused because the NCA Chief Executive is not satisfied the applicant is a Suitably Qualified Person, the State may commence a process to identify a Suitably Qualified Person to become the Ecotourism Operator (**Proposed New Ecotourism Operator**).

5.12 If the State has commenced a process under clause 5.11 and is considering granting a Project Lease to a Proposed New Ecotourism Operator, it must:

(a) give notice to the PBC; and

(b) inform the Proposed New Ecotourism Operator that the Native Title Party may withdraw consent under this Agreement to the grant of a Project Lease to the Proposed New Ecotourism Operator if the Proposed New Ecotourism Operator is unable to reach an Equivalent Agreement.

5.13 If the State gives notice under clause 5.12 and the Native Title Party (if there is no RNTBC) and the PBC are unable to reach an Equivalent Agreement with a Proposed New Ecotourism Operator within 1 year after receiving the notice, the Native Title Party may by notice to the State withdraw its consent under this Agreement to the grant of a Project Lease to the Proposed New Ecotourism Operator.

5.14 However, if no Project Lease has been granted within 3 years after the Early Termination Event, the Native Title Party ceases to be able to withdraw its consent under clause 5.13.

5.15 The parties also consent to the validation of any Prior Act, to the extent it:

(a) was a Future Act;

(b) was done invalidly for the purposes of Native Title; and

(c) can be validated in this Agreement.

"Agreed Acts" means all acts necessary to give effect to this Agreement including but not limited to any acts done as part of, or in relation to, the acts specified in Schedule 3. [A copy of Schedule 3 is attached to this Register Extract.]

"CABN" means CABN Pty Ltd ACN 619 589 052.

"CABN Agreement" means the commercial agreement between Native Title Party, the PBC and CABN in relation to the Project.

"CABN's Nominee" means a corporation nominated by CABN and the Native Title Party.

"Determination" means a determination by the Federal Court of Australia in the Native Title Claim recognising that the Kabi Kabi People hold Native Title in the Agreement Area.

"Early Termination Event", for a Project Lease, means any of the following:

(a) the voluntary surrender of the Project Lease by the Ecotourism Operator before its term ends;

(b) the termination of the Project Lease as the result of a breach by the Ecotourism Operator;

(c) if the Ecotourism Operator becomes insolvent-the disclaimer of the Project Lease by a liquidator appointed for the Ecotourism Operator;

(d) any other event that results in the Project Lease ending before its term expires, whether or not by agreement

between the parties to the Project Lease.

"**Entity**" includes a person in the person's capacity as trustee of a trust.

"**Equivalent Agreement**" means an agreement between the Native Title Party (if there is no RNTBC), the PBC and a person, other than CABN or CABN's Nominee, seeking to be granted a Project Lease, under which the Nominated Body will receive financial consideration that is at least equivalent to the financial consideration received by the PBC under the CABN Agreement.

"**Future Act**" has the meaning given in the NTA.

"**Interim Management Authority**" means a lease, licence, permit or other authority granted by the State to a person to manage and operate the Project for a period not exceeding 3 years.

"**Native Title Party**" means those of Michael Douglas, Helena Gulash, Cecilia Combo, Melissa Bond, Norman Bond, Kerry Jones, and Brian Warner who execute this Agreement.

"**NCA Chief Executive**" means the chief executive under the NCA.

"**Nominated Body**" means:

(a) the PBC; or

(b) following the Determination:

(i) if the PBC is not the RNTBC for the Determination, the body which is the RNTBC for the Determination; or

(ii) an Entity nominated by the RNTBC for the Determination to receive the payments under this Agreement to be held in trust for the Kabi Kabi People.

"**Prior Acts**" means any Agreed Act done within the Agreement Area prior to Registration.

"**RNTBC**" means 'registered native title body corporate' and has the meaning given in the NTA.

"**Suitably Qualified Person**" means a person whom the NCA chief executive, acting reasonably, considers:

(a) has the necessary skills, experience and capabilities (including financial capabilities) to be the Ecotourism Operator; and

(b) satisfies any statutory or operational criteria to be the holder of a Project Lease.

Attachments to the entry

[QI2022_021 Schedule 1 - Agreement Area.pdf](#)

[QI2022_021 Schedule 2 - Map of Agreement Area.pdf](#)

[QI2022_021 Schedule 3 - Agreed Acts.pdf](#)