



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	QI2023/004
<b>Short name</b>	Gulngay People Further Tenure Resolution Indigenous Land Use Agreement
<b>ILUA type</b>	Body Corporate
<b>Date registered</b>	09/10/2023
<b>State/territory</b>	Queensland
<b>Local government region</b>	Cassowary Coast Regional Council

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## 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 1.22 sq km and encompasses Lot 236 on SP146518 in the locality of Tully Heads and Lot 4 on USL42296 in the vicinity of Tully.]*

## Parties to agreement

### *Applicant*

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<b>Party name</b>	State of Queensland (State)
<b>Contact address</b>	Executive Director Native Title and Indigenous Land Services PO Box 15216 City East QLD 4002

### *Other Parties*

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<b>Party name</b>	Gulngay Kinjufile Aboriginal Corporation ICN 8802 (RNTBC)
<b>Contact address</b>	c/- North Queensland Land Council PO Box 679N Cairns QLD 4870

## Period in which the agreement will operate

**Start date** not specified

**End Date** not specified

### 3. Commencement and Expiry

3.1 Clauses 1 (Definitions), 2 (Interpretation), 3 (Commencement and Expiry), 4 (Authority) and 9 (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 This Agreement may be terminated by written agreement executed by the parties.

3.5 If:

(a) there is a determination by the Federal Court of Australia that Native Title is held in the Agreement Area, or any part of it, by persons other than the Gulgay People; and

(b) the Registrar removes the details of this Agreement from the Register, this Agreement expires.

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

"**Determination**" means the determination of native title by the Federal Court of Australia in *Kinjun on behalf of the Gulgay People and State of Queensland* on 4 April 2019 that Native Title exists in relation to the Agreement Area;

"**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;

"**Gulgay People**" means the persons described in the Determination as the persons who hold Native Title in the Agreement Area;

"**Native Title**" has the meaning given in the NTA;

"**NTA**" means *Native Title Act 1993* (Cth);

"**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.

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

### 5. Consents

5.1 The parties:

(a) acknowledge that there are encroachments and existing or proposed infrastructure on the Agreement Area;

(b) consent to the variation of the Tenure Resolution ILUA by removing the Nominated Lots drawings at Parts B1 and B2 of Schedule 5 to the Tenure Resolution ILUA, and replacing them with the amended drawings at Parts A1 and A2 of Schedule 3 of this Agreement; *[A copy of Schedule 3 is attached to this Register extract.]*

(c) subject to clause 5.1(d) below, agree that the provisions of the Tenure Resolution ILUA in relation to Nominated Lots (clause 9), Revenue Sharing (clause 7) and Aboriginal Land (clause 8) are to be applied to the areas shown in the amended drawings in Parts A1 and A2 of Schedule 3 of this Agreement as if those areas had originally been included in the Tenure Resolution ILUA;

(d) agree that the reference to "the encroachment or existing infrastructure on the Nominated Lot" in clause 9.1(b) of the Tenure Resolution ILUA is to be applied to the replacement drawings in Schedule 3 as at the date of Registration of this Agreement, and includes the area outlined in orange on the amended drawing for Lot 4 on USL42296 at Part A1 of Schedule 3 of this Agreement as if it is an "encroachment or existing infrastructure" which is "unable to be removed";

(e) acknowledge that the effect of clause 5.1(b) above is to identify the areas (**Additional Surrender Areas**) for Lot 236 on SP146518 and Lot 4 on USL42296 that are available for Surrender in the Tenure Resolution ILUA; and

(f) agree that the provisions of the Tenure Resolution ILUA in relation to Surrender are to be applied to any such Additional Surrender Areas from Registration, as if those areas had been included in the Tenure Resolution ILUA.

5.2 The parties agree that:

(a) clause 5.1(b), (c) and (d) together operate in conjunction with the provisions of clause 5.1 of the Tenure Resolution ILUA as a statement for the purposes of section 24EB(1)(b) of the NTA; and

(b) to the extent that any of the acts done in accordance with clause 5, operating in conjunction with the provisions of the Tenure Resolution ILUA, are Future Acts, the Non-Extinguishment Principle applies, other than to any Surrender.

5.3 The parties agree that any Surrender, including for any Additional Surrender Areas as referred to in Clause 5.1(e) and (f), permanently extinguishes all Native Title Rights and Interests in the area of the Surrender from the date the Surrender takes effect in accordance with the Tenure Resolution ILUA.

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

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

"**Non-Extinguishment Principle**" has the meaning given in the NTA;

"**Surrender**" means the surrender to the State (and the permanent extinguishment of) all Native Title Rights and Interests in accordance with the Tenure Resolution ILUA, including to the extent varied in this Agreement;

"**Tenure Resolution ILUA**" means the Gulngay People Tenure Resolution Indigenous Land Use Agreement between Gulngay Kinjufile Aboriginal Corporation RNTBC ICN 8802 and the State executed on 4 July 2019 and registered on the Register of Indigenous Land Use Agreements on 15 October 2019 bearing National Native Title Tribunal number QI2019/018.

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

[QI2023\\_004\\_Schedule\\_1\\_-\\_Agreement\\_Area.pdf](#)

[QI2023\\_004\\_Schedule\\_2\\_-\\_Map\\_of\\_Agreement\\_Area.pdf](#)

[QI2023\\_004\\_Schedule\\_3\\_-\\_Amended\\_Nominated\\_Lot\\_drawings.pdf](#)