



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2024/014
Short name	CQCAA Mines ILUA
ILUA type	Area Agreement
Date registered	20/05/2025
State/territory	Queensland
Local government region	Isaac Regional Council

Description of the area covered by the agreement

2.2 ILUA Area

This ILUA applies to the ILUA Area.

ILUA Area means the area described in item 2 of Schedule 1 and shown in the map in item 1 of Schedule 1, provided that if there is an inconsistency between the description in item 2 and the map in item 1 of Schedule 1, the ILUA Area as defined by the description in item 2 of Schedule 1 prevails.

[A copy of Schedule 1 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 consists of multiple parts with a total combined area of about 2,881 sq km, in the vicinity of the towns of Dysart, Middlemount and Moranbah.]

Parties to agreement

Applicant

Party name	BM Alliance Coal Operations Pty Ltd on its own behalf and as manager and agent on behalf of the Central Queensland Coal Associates Joint Venturers
Contact address	Level 14, 480 Queen Street Brisbane QLD 4000

Other Parties

Party name	Barada Barna Aboriginal Corporation RNTBC (ICN 8343) (BBAC)
Contact address	c/- Dillon Bowers Lawyers 62 Blackwood Street Townsville QLD 4810

Party name	Collette Brown, Nicholas Brown, Graham Budby, Lindsey Conway, Luarna Dynevor, Melanie Kielly and Nicole Muller (Barada Barna Representatives)
Contact address	c/- Dillon Bowers Lawyers 62 Blackwood Street Townsville QLD 4810

Party name State of Queensland (State)
Contact address PO Box 3679
Red Hill QLD 4702

Period in which the agreement will operate

Start date not specified
End Date not specified

2.1 Term

This ILUA commences on the Commencement Date.

8.1 Agreement to terminate

The Parties may terminate this ILUA at any time by agreement in writing.

8.2 No termination for breach

This ILUA cannot be terminated by a non-defaulting Party for breach by another Party. However, subject to clause 12, a non-defaulting Party may exercise remedies available to it in respect of a breach of this ILUA by another Party, including by seeking temporary or permanent injunctive relief.

8.3 Clauses that survive termination

Clauses 1, 3, 5, 12 and this clause 8.3 survive termination of this ILUA.

Commencement Date means the date on which this ILUA is signed by all the Parties, and if on different dates, the latter of those dates.

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

3.5 Consent to and Validity of Future Acts – section 24EB

(a) For the purposes of section 24EB(1)(b) of the Native Title Act and regulation 7(5)(a) of the ILUA Regulations, the Parties consent to all acts covered by this ILUA, to the extent they involve Future Acts in the ILUA Area, without conditions but in accordance with this ILUA.

(b) The Parties acknowledge that on Registration of this ILUA, to the extent Native Title exists in the ILUA Area and is affected by the acts covered by this ILUA, those acts are Valid pursuant to section 24EB(2) of the Native Title Act.

3.6 Agreement to Validation of Prior Acts – section 24EBA

For the purposes of section 24EBA(1)(a)(i) of the Native Title Act and regulation 7(5)(d) of the ILUA Regulations, the Parties agree to the Validation of all Prior Acts (where applicable).

3.7 Statutory rights to negotiate do not apply – section 24EB(1)(c)

The Parties agree the process set out in Subdivision P of Division 3 of Part 2 of the Native Title Act, known as the “right to negotiate” process, does not apply and is not intended to apply to any act covered by this ILUA.

3.8 The non-extinguishment principle applies – sections 24EB(3) and 24EBA(4)

The Parties acknowledge the non-extinguishment principle applies under this ILUA in accordance with sections 24EB(3) and 24EBA(4) of the Native Title Act.

4.1 Consent and agreement

The Parties consent and agree:

(a) to the Agreed Acts;

(b) that each Prior Act is, was and, where it continues to exist remains, Valid and enforceable in accordance with its terms including against BBAC, the Barada Barna Representatives and the Barada Barna Native Title Holders; and

(c) if for any reason a Prior Act is not Valid, it is Validated for the purposes of the Native Title Act.

Agreed Acts means:

(a) the Grant of the Project Rights; and

(b) the doing of any other act necessary, ancillary, incidental or expedient to give effect to the Grant of the Project Rights (whether before, on or after the Commencement Date),

in the ILUA Area, and includes the Prior Acts, but excludes the Grant of, or the doing of an act to give effect to the Grant of, any Project Right in the Designated Area on or after the Commencement Date.

CQCA Joint Venturers means BHP Coal Pty Ltd (ACN 010 595 721), QCT Mining Pty Ltd (ACN 010 487 840), Mitsubishi Development Pty Ltd (ACN 009 779 873), QCT Investment Pty Ltd (ACN 010 487 831), BHP Queensland Coal Investments Pty Ltd (ACN 098 876 825), QCT Resources Pty Limited (ACN 010 808 705) and Umal Consolidated Pty Ltd (ACN 000 767 386).

CQCAA Act means the *Central Queensland Coal Associates Agreement Act 1968* (Qld).

Barada Barna Native Title Holders means the people determined by the Federal Court to hold Native Title in the Barada Barna Determination.

Barada Barna Parties means BBAC and the Barada Barna Representatives.

Designated Area means the area described in item 2 of Schedule 2 and shown in the map in item 1 of Schedule 2, provided that if there is an inconsistency between the description in item 2 and the map in item 1 of Schedule 2, the Designated Area as defined by the description in item 2 of Schedule 2 prevails.

Government Agency means:

- (a) the Commonwealth or State government or a government department or Minister;
- (b) a governmental, semi-governmental or judicial person including a statutory corporation; or
- (c) a person (whether autonomous or not) who is charged with the administration of a Law.

Grant means grant, approve, effect, extend, renew, re-grant, replace, substitute, amend and re-make, and **Granted** has a corresponding meaning.

ILUA Regulations means the *Native Title (Indigenous Land Use Agreement) Regulations 1999* (Cth).

Law means:

- (a) legislation including regulations, by-laws, orders, awards and proclamations with which a Party is legally required to comply;
- (b) common law and equity (if applicable); and
- (c) government or judicial requirements, guidelines, consents, certificates, licences, permits and approvals (including conditions in respect of those consents, certificates, licences, permits and approvals) with which a Party is legally required to comply.

MRA means the *Mineral Resources Act 1989* (Qld).

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

Prior Acts means:

- (a) each element of BMA's Business;
- (b) each and every Agreed Act; and
- (c) the doing of any other act necessary, ancillary, incidental or expedient to give effect to the Grant of the matters referred to in paragraphs (a) and (b), in the ILUA Area which was Granted or done prior to Registration, whether or not continuing to exist or remaining in force, including the Grant of a Project Right that existed at Registration and was acquired by any or all of BMA and the CQCA Joint Venturers after Registration.

Project Rights means any:

- (a) approval, authorisation, authority, certificate, consent, declaration, dedication, direction, easement, lease, licence, notice, permit, reserve, revocation, right, tenure, title, or similar, issued by a Government Agency, other competent authority or other holder of such interests;
- (b) a tenement or other right to mine, quarry, extract or explore for minerals or water, including a tenement under the MRA or the CQCAA Act; and
- (c) a legal, contractual or equitable interest in or power over or in connection with, land, waters, or tenements,

in the ILUA Area, held or to be held by any or all of BMA and the CQCA Joint Venturers, whether before, on or after the Commencement Date, and which are, in whole or in part, for or in connection with BMA's Business, and includes:

- (d) any amendment to the Central Queensland Coal Associates Agreement or the CQCAA Act;
- (e) any action or approval that changes the rights and entitlements of any or all of BMA and the CQCA Joint Venturers under the Central Queensland Coal Associates Agreement or the CQCAA Act; and
- (f) the removal of any Project Right or other rights or entitlements from the operation of the Central Queensland Coal Associates Agreement or the CQCAA Act, including changing the administration of a Project Right from the CQCAA Act to the MRA or other legislation.

Valid has the meaning given to that term in the Native Title Act, and **Validly** and **Validity** have corresponding meanings.

Validation means, in accordance with section 24EBA of the Native Title Act, validation of any Prior Acts that were not done Validly in accordance with the applicable requirements under the Native Title Act at the time those acts were done, and **Validated** has a corresponding meaning.

Attachments to the entry

[QI2024_014 Schedule 1 ILUA Area.pdf](#)

[QI2024_014 Schedule 2 Designated Area.pdf](#)

[QI2024_014 Annexure A ILUA Area Coordinates.pdf](#)

[QI2024_014 Annexure B Designated Area Coordinates.pdf](#)