



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2012/127
Short name	Camooweal Caves National Park Protected Area ILUA
ILUA type	Area Agreement
Date registered	09/05/2013
State/territory	Queensland
Local government region	Mount Isa City Council

Description of the area covered by the agreement

ILUA Area means the land and waters described in Schedule 1 and shown on the map in Schedule 1 [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:

Agreement area covers about 138 sq km located 10 km south east of Camooweal, covering Lot 39 on NPW198.]

Parties to agreement

Applicant

Party name	State of Queensland
Contact address	Aboriginal and Torres Strait Islander Land Services Department of Natural Resources and Mines GPO Box 2454 Brisbane QLD 4001

Other Parties

Party name	Hazel Windsor and Colin Saltmere on behalf of the Indjalandji-Dhidhanu People
Contact address	c/- HWL Ebsworth Lawyers GPO Box 2033 Brisbane QLD 4001

Party name Indjalandji-Dhidhanu Aboriginal Corporation

Contact address c/- HWL Ebsworth Lawyers
GPO Box 2033
Brisbane QLD 4001

Period in which the agreement will operate

Start date not specified

End date not specified

3.1 Subject to Clause 3.2, this Agreement commences on Registration.

3.2 Clauses 1 (Definition), 2 (Interpretation), 3 (Commencement and Expiry), 4 (Authority) and 18 (Registration) commence on the Execution Date. [The Execution Date is 27 November 2012.]

3.4 Subject to clauses 3.5 and 3.9, this Agreement will continue in force in perpetuity.

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

3.6 If a Regulated Management Plan comes into effect:

(a) which regulates the exercise of Native Title Rights and Interests in relation to part of the ILUA Area in terms similar to clause 5; and

(b) for which an ILUA has been Registered;

this Agreement expires in relation to that part of the ILUA Area to which the Regulated Management Plan relates and continues in force in relation to the remainder of the ILUA Area .

3.7 If:

(a) there is a determination by the Federal Court of Australia that Native Title does not exist over all or part of the ILUA Area; or

(b) a Substitute ILUA is Registered in relation to all or part of the ILUA Area ,

this Agreement expires in relation to that part of the ILUA Area and continues in force in relation to the remainder of the ILUA Area.

3.8 If:

(a) all or part of a Protected Area dedication is revoked in accordance with the NCA (Revoked Area); and

(b) Six months from the date of the revocation, the Revoked Area is not declared a Protected Area,

then the Agreement will no longer apply to the Revoked Area and the Agreement will continue in force over the remainder of the ILUA Area.

3.9 A party may only notify the Registrar in writing pursuant to s 199C(1)(c)(i) of the NTA that this Agreement has expired over all or part of the ILUA Area due to the operation of clauses 3.6 to

3.8 if:

(a) each party has agreed in writing that the ILUA has so expired; or

(b) if the parties are unable to agree that the ILUA has so expired, the Dispute has been resolved in accordance with clause 16.

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

The agreement includes no statements mentioned in subsection 24EB(1) or 24EBA(1) or (4)

Attachments to the entry

QI2012_127 - Written description and map of agreement area.pdf