



Extract from Register of Indigenous Land Use Agreements

NNTT number	VI2018/002
Short name	Taungurung Settlement ILUA
ILUA type	Area Agreement
Date registered	30/04/2020
State/territory	Victoria
Local government region	Alpine Shire, Baw Baw Shire, Benalla Rural City, Campaspe Shire, Greater Bendigo City , Greater Shepparton City , Lake Mountain Alpine Resort (unincorporated), Macedon Ranges Shire , Mansfield Shire , Mitchell Shire, Mount Alexander Shire , Mount Buller Alpine Resort (unincorporated), Mount Hotham Alpine Resort (unincorporated), Mount Stirling Alpine Resort (unincorporated), Murrindindi Shire , Strathbogie Shire Council, Wangaratta Rural City Council, Wellington Shire , Whittlesea City , Yarra Ranges Shire

Description of the area covered by the agreement

'**ILUA Area**' means the area shown and described in the map and the written description in Schedule 1. Where there is any inconsistency between the map and the written description, the written description will prevail.

[A map and external boundary description of the ILUA area is contained in Schedule 1 of the agreement. 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 covers about 20,210 sq km and extends west from Bright to the Calder Freeway near Kyneton and from the Great Dividing Range north to Euroa, northeast towards Wangaratta and northwest to Rochester.]

Parties to agreement

Applicant

Party name	State of Victoria
Contact address	Department of Justice and Regulation Level 24, 121 Exhibition Street Melbourne VIC 3000

Other Parties

Party name	Mick Harding and Patsy Smith (Taungurung Signatories)
Contact address	Taugurung Clans Aboriginal Corporation PO Box 505 Broadford VIC 3658

Party name	Taungurung Clans Aboriginal Corporation
Contact address	PO Box 505 Broadford VIC 3658

Period in which the agreement will operate

Start date	not specified
End Date	not specified

4 Contractual effect (NTA s 24EA(1))

(a) This ILUA commences as a contract between the Parties on the date on which it is signed by the last of the Parties to do so, with the exception of clauses 8, 9, 10, 12 and 16 which commence on the Effective Date.

'Effective Date' means the later of:

- (a) the date of registration of this ILUA on the Register of Indigenous Land Use Agreements;
- (b) the date that notice of the registration of the Land Use Activity Agreement is published in the Government Gazette; and
- (c) the date on which the Natural Resource Agreement is published in the Government Gazette.

'Land Use Activity Agreement' means the land use activity agreement that forms part of the Recognition and Settlement Agreement.

'Natural Resource Agreement' means the natural resource agreement that forms part of the Recognition and Settlement Agreement.

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

'Recognition and Settlement Agreement' means the recognition and settlement agreement entered into by the Corporation and the State under s 4 of the TOS Act dated on or about the date of the ILUA.

'TOS Act' means the *Traditional Owner Settlement Act 2010* (Vic).

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

[The Taungurung and the State have negotiated and agreed to enter into the Settlement Package.]

8.2 General consent (NTA s 24EB(1))

Subject to clause 8.4, the Parties consent to the doing of all Future Acts that:

- (a) are attributable to the State;
- (b) are done in relation to any land and waters in the ILUA Area; and
- (c) are done on or after the Effective Date.

8.3 Surrender of Native Title (NTA s 24EB(1))

(a) The Taungurung Signatories on behalf of the Taungurung, surrender, and consent to the surrender to the State of any and all Native Title Rights and Interests over areas that are subject to a Future Act that:

- (i) is a Future Act to which clause 8.2 applies; and
- (ii) is any of the following acts:

(A) the grant of an estate in fee simple (except in relation to a grant of an estate in fee simple to the Corporation);
(B) an act that does not fall within clause 8.3(a)(ii)(A) and results in any land in the ILUA Area ceasing to be Public Land.

(b) The Parties intend that the surrender of Native Title under clause 8.3(a) is intended to extinguish the Native Title Rights and Interests.

(c) Any surrender of Native Title under clause 8.3(a) takes effect immediately upon the doing of the relevant Future Act.

8.4 Consent does not apply to particular transitional projects

[Not Used]

8.5 NTA 'Right to negotiate' does not apply (NTA s 24EB(1)(c))

Subdivision P of Division 3 of Part 2 of the NTA (which deals with the right to negotiate) does not apply to Future Acts that fall within clause 8.2 or clause 8.3.

10 Validation of previous Future Acts (NTA s 24EBA(1) and LTVA s 13P)

The Parties agree to the validating of all Future Acts (other than an Intermediate Period Act) of all classes which:

- (a) have already been done in relation to any land and waters in the ILUA Area on or prior to the date of registration of this ILUA;
- (b) are attributable to the State; and
- (c) were invalid to any extent because of the provisions of the NTA.

13 Proposed Crown land sales

(a) In relation to the five Crown land sites listed in Schedule 4, the Taungurung Signatories on behalf of the Taungurung People:

- (i) consent to the proposed sale and any subsequent grant of an estate in fee simple; and
- (ii) surrender, and consent to the surrender to the State of any and all Native Title Rights and Interests.

(b) The Parties agree that the surrender of Native Title under clause 13(a)(ii) is intended to extinguish the Native Title Rights and Interests.

(d) The Parties agree that any grant of an estate in fee simple referred to in clause 13(a)(i) may occur prior to, on, or after the Effective Date.

'Corporation' means the Taungurung Clans Aboriginal Corporation, Indigenous Corporation Number 4191.

'LTVA' means the *Land Titles Validation Act 1994* (Vic).

'Public Land' has the same meaning as in s 3 of the TOS Act.

'Settlement Package' means the agreements entered into by the Parties pursuant to the NTA, *Conservation, Forests and Land Acts 1987* (Vic) and TOS Act, being this ILUA, the Traditional Owner Land Management Agreement, the Traditional Owner Land Natural Resource Agreement, and the Recognition and Settlement Agreement.

'Taungurung Signatories' means those individuals who have executed this Agreement, each being a party to this ILUA under s 24CD(3)(a) of the NTA.

'Taungurung and Taungurung People' mean the Traditional Owner Group that consists of Aboriginal persons who:

(a) are descended by birth through either parent from Aboriginal ancestors identified as being associated with Taungurung country during the mid-nineteenth century by any or all of birth, place of burial or other connection; and

(b) have activated inherited rights as traditional owners through:

- (i) self-identifying as a Taungurung person by asserting to be a Taungurung person; and
- (ii) having an active association with Taungurung country, which is demonstrated by participating in at least one of the following activities:
 - (A) taking an active role in corporate or other entities that represent Taungurung interests;
 - (B) taking part in group activities and events (such as meetings); or
 - (C) participating in the transmission of Taungurung knowledge to younger generations and other traditional owner groups; and

(c) are recognised and accepted by other Taungurung people:

- (i) as a member of the Taungurung; or
- (ii) through demonstrating to the satisfaction of a panel of Taungurung people appointed by the full group how they satisfy paragraphs (a) and (b).

The identified ancestors are set out in Schedule 3. [A copy of Schedule 3 is attached to this Register extract.]

'Traditional Owner Group' has the same meaning as in s 3 of the TOS Act.

'Traditional Owner Land Management Agreement' means the traditional owner land management agreement entered into or to be entered into by the Corporation and the State under s 82P of the *Conservation, Forests and Lands Act 1987* (Vic) at Attachment 1 of the Recognition and Settlement Agreement.

'Traditional Owner Land Natural Resource Agreement' means the agreement entered into between the Corporation and the State under s 81A of the TOS Act at Attachment 3 of the Recognition and Settlement Agreement.

Attachments to the entry

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

[Schedule 1 Map of area agreement.pdf](#)

