



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2014/030
Short name	Kullilli People and Local Government ILUA
ILUA type	Area Agreement
Date registered	12/09/2014
State/territory	Queensland
Local government region	Bulloo Shire Council, Paroo Shire Council, Quilpie Shire Council

Description of the area covered by the agreement

'ILUA Area' means the area described in writing in Schedule 2 being all of the land and waters within the Claim Area shown on the map marked "ILUA Area" in Schedule 3 which does not overlap with any other native title claim.

[A copy of Schedules 2 and 3 are 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 area subject to this agreement covers about 32,185 sq km, located in the vicinity of the Grey Range and Bulloo River, extending north from the New South Wales Border to about 50km south east of Eromanga].

Parties to agreement

Applicant

Party name	Bulloo Shire Council and Quilpie Shire Council
Contact address	c/- MacDonnells Law GPO Box 79 Brisbane QLD 4001

Other Parties

Party name	Mr Paola Smith, Ms Maxine Gooda, Mr Peter White, Mr Ronny Watson (also known as Ronald Watson) and Mr Eric Hood as the Applicants for Native Title Determination Application QUD80/09 (Kullilli People)
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Contact address c/- Queensland South Native Title Services Limited
PO Box 10832, Adelaide Street
Brisbane QLD 4000

Period in which the agreement will operate

Start date not specified

End date not specified

2.1 Part 1 commences on the Execution Date.

2.2 Part 1 applies indefinitely unless and until the Agreement is Terminated.

16.1 This Agreement takes effect as a contractually binding agreement between the Parties from the Execution Date and continues unless and until the Agreement is Terminated.

16.2 This Agreement is made up of five Parts and in certain circumstances some Parts no longer apply. For clarification:-

- (a) Part 2 no longer applies in the circumstances in sub-clause 26.2;
- (b) Part 3 no longer applies in the circumstances in sub-clause 36.3;
- (c) Part 4 no longer applies in the circumstances in sub-clause 46.2; and
- (c) Parts 1 and 5 continue indefinitely unless the Agreement is Terminated.

26.1 Part 2 commences on the Execution Date.

26.2 Where:-

(a) the Native Title Claim results in a Successful Determination or an Unsuccessful Determination in relation to the ILUA Area;

(b) all Native Title in the ILUA Area is surrendered under the Native Title Act;

(c) the Native Title Claim is:

i) discontinued;

ii) struck out; or

iii) dismissed by order of the Federal Court of Australia

any Party may give Notice to the other Parties that Part 2 no longer applies.

26.3 Otherwise Part 2 applies indefinitely, unless the Agreement is Terminated.

36.1 Clause 39 in Part 3 commences on the Execution Date.

36.2 All other provisions in Part 3 commence on the Registration Date.

36.3 Where:-

(a) the Native Title Claim results in an Unsuccessful Determination;

(b) all Native Title in the ILUA Area is surrendered under the Native Title Act; or

(c) for any other reason there is legal certainty that Native Title does not exist anywhere in the ILUA Area

any Party may give Notice to the other Parties that Part 3 no longer applies.

36.4 Otherwise Part 3 applies indefinitely unless the Agreement is Terminated.

46.1 Part 4 commences on the Execution Date.

46.2 Where the Native Title Party is no longer an Aboriginal Party for all of the Cultural Heritage Area, any Party may give Notice to the other Parties that Part 4 no longer applies.

46.3 Otherwise, Part 4 applies indefinitely unless the Agreement is Terminated.

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

37.2 Part 2 Division 3 Subdivision P of the Native Title Act (which relates to the right to negotiate) does not apply to any Future Acts covered by the Agreement.

40.1 A Future Act is covered by the Agreement where it is expressly or impliedly done in a

manner consistent with the Agreement.

42.1 The Parties consent to any Activity which has a Low Native Title Impact (they are described in Schedule 8). [A copy of Schedule 8 is attached to this Register Extract]

42.3 Where the conditions in the immediately following sub-clause are satisfied, the Parties consent to any Activity which has a High Native Title Impact (they are described in Schedule 9). [A copy of Schedule 9 is attached to this Register Extract]

42.4 The conditions are that the Local Government proposing the Activity satisfies one of the following:-

(a) The Local Government:

- i) gives a Notice to the Native Title Party in accordance with Clause 45.1(a); and
- ii) complete Consultation in accordance with Clause 45.1(b).

(b) Where the Activity involves a capital work dealt with at a Capital Works Forum (provisions about a Capital Works Forum are contained in Clause 60), the Local Government:

- i) gives a list of capital works involving the Activity under Clause 60.6(d); and
- ii) consensus is reached under Clause 60.6(e) about the Activity being carried out.

44.2 A Future Act which was invalidly done before the Execution Date and which is not an intermediate period act under the Native Title Act, is validated.

Attachments to the entry

[QI2014_030 Schedule 2 Written Description of ILUA Area.pdf](#)

[QI2014_030 Schedule 3 Map of ILUA Area.pdf](#)

[QI2014_030 Schedule 8 Low Native Title Impact Activities.pdf](#)

[QI2014_030 Schedule 9 High Native Title Impact Activities.pdf](#)