



Extract from Register of Indigenous Land Use Agreements

NNTT number	VI2013/002
Short name	Dja Dja Wurrung Settlement Agreement ILUA
ILUA type	Area Agreement
Date registered	24/10/2013
State/territory	Victoria
Local government region	Campaspe Shire Council, Buloke Shire Council, Ballarat City Council, Central Goldfields Shire Council, Greater Bendigo City Council, Hepburn Shire Council, Loddon Shire Council, Macedon Ranges Shire Council, Moorabool Shire Council, Mount Alexander Shire Council, Northern Grampians Shire Council, Pyrenees Shire Council

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 shall prevail.

[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 covers about 17,366 sq km and is located north of Ballarat.]

Parties to agreement

Applicant

Party name	State of Victoria Native Title Unit, Department of Justice
Contact address	Level 24, 121 Exhibition Street Melbourne VIC 3000

Other Parties

Party name Dja Dja Wurrung Native Title Group, which means:

(a) Brando Morgan, Gary Murray, Robert Nicholls, Graham Atkinson, Carmel Barry and Fay Carter on their own behalf and on behalf of the Dja Dja Wurrung People (Federal Court proceeding VID6006/1998);

(b) Brando Morgan, Gary Murray, Robert Nicholls, Graham Atkinson, Carmel Barry and Fay Carter on their own behalf and on behalf of the Dja Dja Wurrung People (Federal Court proceeding VID6001/1999);

(c) Gary Murray, George Nelson, Graham Atkinson and Fay Carter on their own behalf and on behalf of the Dja Dja Wurrung People (Federal Court proceeding VID6003/1999);

(d) Gary Murray, Robert Nicholls, Rodney Carter, Graham Atkinson, Carmel Barry, Connie Harrison-Edwards and Name Withheld for Cultural Reasons on their own behalf and on behalf of the Dja Dja Wurrung People (Federal Court proceeding VID6001/2000);

Contact address c/- Native Title Services Victoria
PO Box 431
North Melbourne VIC 3051

Party name Dja Dja Wurrung Clans Aboriginal Corporation

Contact address c/- Native Title Services Victoria
PO Box 431
North Melbourne VIC 3051

Period in which the agreement will operate

Start date not specified

End date not specified

Agreement does not provide a period of operation

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

7.1 Coming into effect of Clause 7

This clause commences on the Effective Date.

'Effective Date' has the same meaning given to that term in the Land Use Activity Agreement [i.e. the date on which the Land Use Activity Agreement comes into effect].

7.2 General consent (NTA s. 24EB(1))

Subject to clause 7.4, 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 Registration Date.

7.3 Surrender of Native Title (NTA s. 24EB(1))

(a) The Dja Dja Wurrung Native Title Group and the Corporation on behalf of the Dja Dja Wurrung 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 7.2 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 7.3(a)(ii)(A) and results in any land in the ILUA Area ceasing to be Public Land.

Note: The acts referred to in clause 7.3(a)(ii) include particular acts or classes of act that are done under clause 3 of the Recognition and Settlement Agreement in relation to defined areas, or are categorised under the Land Use Activity Agreement and done pursuant to legislation in relation to areas that are defined before the acts is done.

(b) The Parties intend that the surrender of Native Title under clause 7.3(a) is intended to extinguish the Native Title rights and interests.

(c) Any surrender of Native Title under clause 7.3(a) takes effect immediately upon the doing of the relevant Future Act.

7.4 Consent does not apply to particular transitional projects

(a) The consent in clause 7.2 does not apply to any act in relation to the projects specified in item 6.4 of Schedule 3 of the Land Use Activity Agreement.

(b) Clause 7.4(a) ceases to have effect on 27 March 2015.

Note: Item 6.4 of Schedule 3 of the Land Use Activity Agreement excludes specific projects from the operation of that agreement. The specified projects are the subject of a negotiation or process under the NTA regarding the carrying out of the project at the time Part 2 of the Land Use Activity Agreement comes into effect. The exclusion only has effect for a certain period.

7.5 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 7.2 or clause 7.3.

9 Validation of previous Future Acts (NTA s. 24EBA(1) and LTVA [Land Titles Validation Act 1994 (Vic)] 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;

(c) were invalid to any extent because of the provisions of the NTA.

Attachments to the entry

[VI2013_002_Map of agreement area and external boundary description1.pdf](#)