



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2019/026
Short name	Gunggari People #4 & Maranoa Regional Council ILUA
ILUA type	Area Agreement
Date registered	13/03/2020
State/territory	Queensland
Local government region	Maranoa Regional 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 Native Title Claim shown on the map marked "ILUA Area" in Schedule 3 which does not overlap with any other native title claim.

[A written description of the ILUA Area is contained in Schedule 2. A map of the ILUA Area is contained in Schedule 3 of the agreement. Copies of Schedules 2 and 3 of the agreement 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 agreement area covers approx. 16,749 sq km and is located in the vicinity of the township of Mitchell and extending approx. 30 km south and 179 km north of the Warrego Highway.]

Parties to agreement

Applicant

Party name	Maranoa Regional Council
Contact address	c/- MacDonnells Law GPO Box 79 Brisbane QLD 4001

Other Parties

Party name	Gunggari Native Title Aboriginal Corporation RNTBC
Contact address	PO Box 27 Mitchell QLD 4465

Party name	Marshall Foster, Reeghan Finlay, Don Harding, Jamie Robert Frid, Michelle Saunders and Grant Jackson
Contact address	c/- Queensland South Native Title Services PO Box 10832 Adelaide Street Brisbane QLD 4001

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 the Agreement is Terminated.

14.1 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.

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

- (a) Part 3 no longer applies in the circumstances in sub-clause 25.3;
- (b) Part 4 no longer applies in the circumstances in sub-clause 33.2; and
- (c) Part 1 and 5 continue indefinitely unless the Agreement is Terminated.

- 22.1 Part 2 commences on the Execution Date.
22.2 Otherwise Part 2 applies indefinitely, unless the Agreement is Terminated.

- 25.1 Clause 9 in Part 3 commences on the Execution Date.
25.2 All other provisions in Part 3 commence on the Registration Date.
25.3 Where:

- (a) all Native Title in the ILUA Area is surrendered under the Native Title Act; or
- (b) for any other reason there is legal certainty that Native Title does not exist anywhere in the ILUA Area, either Party may give Notice to the other Party that Part 3 no longer applies.

25.4 Otherwise Part 3 applies indefinitely, unless the Agreement is Terminated.

- 33.1 Part 4 commences on the Execution Date.
33.2 Where the Native Title Body Corporate and the Native Title Party is no longer an Aboriginal Party for all of the Cultural Heritage Area, either Party may give Notice to the other Party that Part 4 no longer applies.
33.3 Otherwise Part 4 applies indefinitely unless the Agreement is Terminated.

- 47.1 Part 5 commences on the Execution Date.
47.2 Part 5 applies indefinitely unless the Agreement is Terminated.

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

[Explanatory notes in brackets inserted by the National Native Title Tribunal]

26.2 Part 2 Division 3 Subdivision P of the Native Title Act [1993 (Cth)] (which relates to the right to negotiate) does not apply to any Future Acts covered by the Agreement.

29.1 A Future Act is covered by the Agreement where it is expressly or impliedly done in a manner consistent with the Agreement.

29.2 A Future Act is not covered by the Agreement where:

- (a) it is not done in a manner consistent with the Agreement; or
- (b) the Local Government states, or otherwise indicates, that it is not covered by the Agreement.

31.1 The Parties consent to any Activity which has a Low Native Title Impact. *[These activities are described in Schedule 5 and include Maintenance, Low Impact Infrastructure, Statutory Approvals, Low Impact Tenure Grants, Gazettal of Road Reserves, Pest Control, Contractual Interests, Operational Activities, Access and Site Investigation, Emergencies and Low Impact Works/infrastructure Otherwise Agreed at a Capital Works Forum]*

31.2 There are no conditions on the consent to an Activity which has a Low Native Title Impact.

31.3 Where the conditions in the immediately following subclause are satisfied, the Parties consent to any Activity which has a High Native Title Impact. *[These activities are described in Schedule 6 and include High Impact Infrastructure, High Impact Tenure Grants, Preventing the Exercise of Native Title and High Impact Works/infrastructure Otherwise Agreed at a Capital Works Forum.]*

31.4 The conditions are that the Local Government satisfies one of the following:

- (a) The Local Government:
 - (i) gives a Notice to the Native Title Body Corporate or the Native Title Party in accordance with paragraph 32.1(a); and
 - (ii) completes Consultation in accordance with paragraph 32.1(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 44), the Local Government:
 - (i) gives a list of capital works involving the Activity under paragraph 44.6(e); and
 - (ii) consensus is reached under paragraph 44.6(f) about the Activity being carried out.

Activity and Activities has the widest possible meaning and includes any activity (including any construction and ground disturbing activity), action, undertaking, dealing, grant, approval, consent and agreement.

Capital Works Forum means a one of more meetings of the Native Title Party and the Local Government of the kind, and for the purposes, set out in clause 44.

Consultation means either:

(a) completion of process set out in Schedule 8; or

(b) a consensus decision reached at a Capital Works Forum convened in accordance with clause 44 and recorded in the signed minutes for the forum meeting.

High Native Title Impact in relation to an Activity, refers to anything which is included in, or covered by, any of the classes of Activities in Schedule 6.

Local Government means Maranoa Regional Council constituted under the *Local Government Act 2009* (Qld) with jurisdiction over the Maranoa Regional Council local government area.

Low Native Title Impact in relation to an Activity, refers to anything which is included in or covered by any of the classes of Activities contained in Schedule 5.

Notice refers to any Notice given under the Agreement and, for clarification, clause 18 sets out how Notice is given and Schedule 7 contains the template of a Notice to be given under Clauses 32 and 42.

Attachments to the entry

[QI2019_026 Schedule 2 Written Description of ILUA Area.pdf](#)

[QI2019_026 Schedule 3 Maps of Areas.pdf](#)