

## Amendment No. 3 of East Gippsland Regional Forest Agreement

This Amendment is made on the 30 day of MARCH 2020  
between the Commonwealth of Australia (**Commonwealth**) and the State of Victoria (**State**).

### Recitals

- A The State and Commonwealth entered into a Regional Forest Agreement (Agreement) in relation to the East Gippsland region of Victoria on 3 February 1997. The Agreement was subsequently amended on 20 January 2017 and 26 March 2018.
- B The Agreement establishes the framework for the management of the forests in the East Gippsland region of Victoria.
- C The State and the Commonwealth have agreed to further amend the Agreement on the terms and conditions contained in this document. The Agreement will be extended until 30 June 2030.

# Agreed terms

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## 1. Defined terms and interpretation

In this Amendment, unless the contrary intention appears:

- (a) a provision of this Amendment will not be construed to the disadvantage of a party solely on the basis that it proposed that provision;
- (b) in the event of inconsistency between this Amendment and the Agreement, the provisions of this Amendment will prevail;
- (c) **Agreement** means the East Gippsland Regional Forest Agreement between the Commonwealth and the State entered into on 3 February 1997 and subsequently amended on 20 January 2017 and 26 March 2018; and
- (d) **Amendment** means this Amendment agreement, including all annexures to it.

## 2. Relationship to Agreement

- (a) The parties acknowledge and agree that the Agreement, as amended by this Amendment, is and continues in effect.
- (b) Nothing in this Amendment is intended to make the Agreement legally binding.

## 3. Commencement

- (a) The provisions of this Amendment apply on and from the date this Amendment is signed by both parties or 31 March 2020, whichever occurs earlier.

## 4. Amendment to Agreement

- (a) The Agreement is amended as set out in Annexure 1. For the avoidance of doubt, unless the context indicates otherwise:
  - (i) text that is underlined in Annexure 1 is inserted into the Agreement; and
  - (ii) text that is struck through in Annexure 1 is deleted from the Agreement.
- (b) Each party acknowledges that a clean consolidated version of the Agreement, as amended by this Amendment, is set out in Annexure 2.
- (c) In the event of an inconsistency between Annexure 1 and Annexure 2 of this Amendment, the provisions of Annexure 1 will prevail.

## 5. Miscellaneous

### 5.1 Counterparts

This Amendment may be executed in counterparts. All executed counterparts constitute one document.

## **5.2 Costs**

Each party will bear its own costs and expenses (including legal costs) arising out of and incidental to the negotiation, preparation, execution and delivery of this Amendment.

## **5.3 Entire Agreement**

This Amendment contains the entire agreement of the parties with respect to its subject matter and supersedes all prior understandings and representations between the parties with respect to its subject matter.

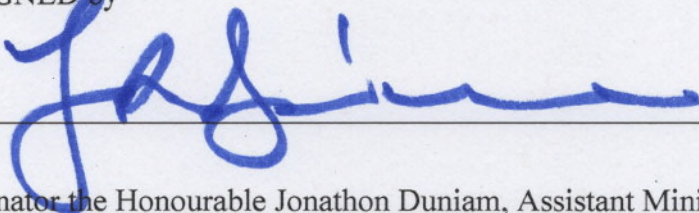
## **5.4 Variation**

The provisions of this Amendment will not be varied other than by the written agreement of the parties.

## Signing page

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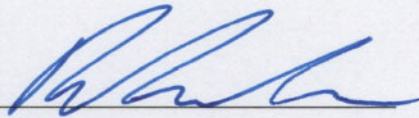


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Senator the Honourable Jonathon Duniam, Assistant Minister for Forestry and Fisheries,  
for and on behalf of the Commonwealth of Australia

In the presence of:

REBECCA DUNHAM



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SIGNED by

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The Honourable Lily D'Ambrosio MP, the Minister for Energy, Environment and Climate  
Change, for and on behalf of the State of Victoria

In the presence of:

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## Signing page

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SIGNED by

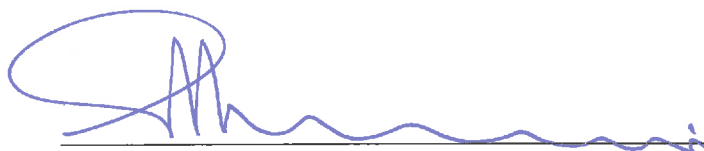
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Senator the Honourable Jonathon Duniam, Assistant Minister for Forestry and Fisheries,  
for and on behalf of the Commonwealth of Australia

In the presence of:

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SIGNED by



The Honourable Lily D'Ambrosio MP, the Minister for Energy, Environment and Climate  
Change, for and on behalf of the State of Victoria

In the presence of:



DIONNE EAGLESON

## Annexure 1 – Amended Agreement

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# EAST GIPPSLAND REGIONAL FOREST AGREEMENT BETWEEN THE COMMONWEALTH AND VICTORIAN GOVERNMENTS

## INTRODUCTION

Victoria's forests are of great importance. The Parties are committed to ensuring that Victoria's forests are managed effectively to ensure that current and future generations enjoy the benefits and uses associated with forests.

The Parties acknowledge Victorian Traditional Owners as the original custodians of Victoria's land, forest and waters, over which Victorian Traditional Owners maintain their sovereignty has never been ceded. The Parties recognise and value Victorian Traditional Owners' unique ability to care for and deep spiritual connection to Country. The Parties honour and pay their respects to Elders past, present and emerging whose knowledge and wisdom has ensured the continuation of culture and traditional practices in the face of colonisation.

Victoria is committed to genuinely partner with Victoria's Traditional Owners to support the protection of Country, foster land, water, forest and fire management practices, and maintain all spiritual, mythological, religious and cultural practices.

The parties recognise that natural disturbances, which are occurring at greater frequency and intensity, have the potential to impact on Forest values. In particular, the parties acknowledge the occurrence of the 2019/20 bushfires, and recognise the significant impact they have had on forest values within the East Gippsland RFA Region, notwithstanding the fact that at the time of extending this agreement in March 2020, the full extent of the impacts from these bushfires was not yet known. The impacts of these bushfires and future major natural disturbances will be the subject of further monitoring and assessment within the framework of this RFA.

## Recitals

### WHEREAS:

#### **Purpose of Agreement**

~~1.A.~~ This Regional Forest Agreement (RFA) establishes the framework for the management of the forests of East Gippsland. Parties are committed to ensuring the Agreement is durable and that the obligations and commitments that it contains are delivered to ensure effective conservation, ~~F~~forest ~~M~~management and forest industry outcomes.

~~2.B.~~ This Agreement is a Regional Forest Agreement for the purposes of the *Regional Forest Agreements Act 2002* (Cth)~~relevant regulations under the~~, *Export Control Act 1982* (Cth), *Environmental Protection and Biodiversity Conservation Act 1999* (Cth), *Export Control (Hardwood Wood Chips) (1996) Regulations* (Cth) and the *Export Control (Regional Forest Agreements) Regulations* (Cth). As such, the Agreement:

- identifies a Comprehensive, Adequate and Representative Reserve System and provides for the conservation of those areas;
- provides for the ecologically sustainable management and use of Forests in the RFA Region;
- is for the purpose of providing long-term stability of forests and forest industries; and
- has regard to studies and projects carried out in relation to all of the following matters relevant to the RFA Region:
  - (a) environmental values, including old growth, Wilderness, endangered species, National Estate Values and World Heritage Values;

- (b) Indigenous heritage values;
- (c) economic values of forested areas and Forest Industries;
- (d) social values (including community needs); and
- (e) principles of ecologically sustainable management.

C. This Agreement took effect on 3 February 1997. It was subsequently varied by the Parties on 20 January 2017, 26 March 2018 and in March 2020.



**NOW IT IS AGREED** as follows:

## **PART 1**

### **Interpretation**

1. This Agreement is to be interpreted, unless the contrary intention appears, with reference to the definitions and general provisions specified in clauses 2 and 2A.

### **Definitions and General Provisions**

2. In this Agreement unless the contrary intention appears:

**“Aboriginal Heritage Values”** means:

- (a) “Aboriginal cultural heritage”; and
- (b) “Aboriginal intangible heritage”.

as those terms are defined in the *Aboriginal Heritage Act 2006* (Vic);

**“Aboriginal person”** has the same meaning as in the *Aboriginal Heritage Act 2006* (Vic);

**“Action Statement”** means an Action Statement made under the *Flora and Fauna Guarantee Act 1988* (Vic);

**“Agreement”** means all parts of this Agreement between the Commonwealth of Australia and the State of Victoria and includes the Attachments to this Agreement;

**“Australian World Heritage Intergovernmental Agreement”** means the Australian World Heritage Intergovernmental Agreement, as agreed by the Commonwealth, the States and the Territories, as amended from time to time;

**“Biodiversity”** means biodiversity as defined in the JANIS Report;

**“CAR Reserve System” or “Comprehensive, Adequate and Representative Reserve System”** means areas under any of the following categories of land tenure - as described in the JANIS Report - Dedicated Reserves, Informal Reserves and other areas on Public Land protected by prescription, and areas of Private Land where the CAR Values are protected under secure management arrangement entered into with private landholders. This reserve system is based on the principles of comprehensiveness, adequacy and representativeness;

**“CAR Values”** means the conservation values as described by the JANIS Reserve Criteria embodied in the CAR Reserve System;

**“Climate Change”** has the same meaning as in the *Climate Change Act 2017* (Vic);

**“Climate Change Vulnerable”** means the degree to which a system is susceptible to, and unable to cope with, adverse effects of Climate Change, including climate variability and extremes. Vulnerability is a function of the character, magnitude and rate of Climate Change to which the system is exposed, its sensitivity, and its adaptive capacity;

**“Code of Practice for Timber Production”** means the Code of Practice for Timber Production 2014 developed in accordance with the *Conservation, Forest and Lands Act 1987* (Vic) and includes all incorporated documents but does not include associated documents;

**“Code of Practice for Bushfire Management on Public Land”** means the Code of Practice for Bushfire Management on Public Land 2012 developed pursuant to the *Conservation, Forests and Lands Act 1987* (Vic);

**“Commissioner for Environmental Sustainability”** or **“Commissioner”** means the person appointed to the position of the Commissioner for Environmental Sustainability under the *Commissioner for Environmental Sustainability Act 2003* (Vic) (including a person acting in that role) or its equivalent or statutory successor;

**“Common Assessment Method MoU”** means the *Memorandum of Understanding - Agreement on a national common assessment method for listing of threatened species and communities*;

**“Commonwealth Heritage Management Principles”** has the same meaning as **“Commonwealth Heritage management principles”** in section 341Y of the EPBC Act;

**“Commonwealth Heritage Place”** has the same meaning as **“Commonwealth Heritage place”** in subsection 341C(3) of the EPBC Act;

**“Commonwealth Heritage Values”** has the same meaning as **“Commonwealth Heritage values”** in section 341D of the EPBC Act;

**“Competition Principles Agreement”** means the agreement of the same name updated by the Council of Australian Governments in 2007, as amended from time to time;

**“Comprehensive Regional Assessment”** or **“CRA”** means the assessment process carried out pursuant to Attachment 1 of the Scoping Agreement for Victorian Regional Forest Agreements between the Commonwealth of Australia and the State of Victoria;

**“Country”** means all of the sentient and non-sentient parts of the world and the interactions between them, according to Traditional Owner cultural lore. Cultural lore and life originate and are governed by Country;

**“Crown land”** means land which is, or is deemed to be, unalienated land of the Crown and includes -

- (a) land of the Crown reserved permanently or temporarily or set aside by or under an Act; and
- (b) land of the Crown occupied by a person under a lease, licence or other right.

**“Data Sovereignty”** means, for the purposes of this Agreement, the rights of Aboriginal peoples to govern and control the collection, ownership and application of data (information and knowledge) about their communities, peoples, cultural heritage, Traditional Owner Knowledge and traditional cultural expressions;

**“Dedicated Reserve”** means a formal reserve equivalent to International Union for the Conservation of Nature and Natural Resources (IUCN) Protected Area Management Categories I, II, III, or IV as defined by the IUCN Commission for National Parks and Protected Areas (1994). The status of Dedicated Reserves is secure, requiring action by the Victorian Parliament or in accordance with Victorian legislation for reservation or revocation. In Victoria, Dedicated Reserves include, but are not limited to, parks under the *National Parks Act 1975* (Vic) and flora, fauna or nature conservation reserves under the *Crown Land (Reserves) Act 1978* (Vic);

**“East Gippsland RFA Region”** is the area described in clause 3 of this Agreement;

**“Ecologically Sustainable Forest Management” or “ESFM”** means forest management and use in accordance with the specific objectives and policies for ecologically sustainable development as detailed in the National Forest Policy Statement;

**“Ecological Vegetation Class” or “EVC”** means for the purposes of the Agreement a forest ecosystem as defined in the JANIS Report. EVCs as they existed at 1997 are described in the *Environment and Heritage Report – East Gippsland*. EVCs as they existed at 2019 in the East Gippsland RFA Region are listed in Attachment 1;

**“Ecosystem Services”** are the benefits (including goods and services) provided by ecosystems, and the contributions that ecosystems make to human well-being, arising from both biotic and abiotic processes as well as their interaction. Ecosystem Services related to Forests include, but are not limited to, carbon sequestration, provision of biomass including timber, provision of recreation, provision of clean water and pollination;

**“Environment and Heritage Values”** means values assessed as part of the CRA pursuant to Attachment 1 of the RFA Scoping Agreement. These include Old Growth Forests, Wilderness, endangered species, National Estate Values, World Heritage Values and Indigenous heritage values;

**“EPBC Act”** means the *Environment Protection and Biodiversity Conservation Act 1999* (Cth);

**“Environment Conservation Council”** means the Council of the same name established under the *Environment Conservation Council Act 1997* (Vic);

**“FFG Act”** means the *Flora and Fauna Guarantee Act 1988* (Vic);

**“Five-yearly Review”** means a review of the same name undertaken pursuant to clause 30 of this Agreement;

**“Five-yearly Review Report”** means a report prepared pursuant to clause 31I(c);

**“Forest”** means an area, incorporating all living and non-living components, that is dominated by trees having usually a single stem and a mature or potentially mature stand height exceeding 2 metres and with existing or potential crown cover of overstorey strata about equal to or greater than 20 per cent. This includes Australia’s diverse Native Forests and Plantations, regardless of age. It is also sufficiently broad to encompass areas of trees that are sometimes described as woodlands.

**“Forest Ecosystem”** means a forest ecosystem as defined in the JANIS Report. Forest Ecosystems in the RFA Region are listed in Attachment 1 of this Agreement;

**“Forest Estate”** means all Forests growing on Public Land or Private Land;

**“Forest Industries”** for the purpose of this Agreement means industries that generate jobs and economic benefits that depend on Forests including (but not limited to) Timber and Forestry Products Industries, nature based tourism and apiculture;

**“Forest Management”** means the management and administration of all Forests on Public Land and Private Land, including Native Forest and Plantations;

**“Forest Management Plan”** means:

- (a) the Forest Management Plan for the East Gippsland Forest Management Area until a plan as described in sub-paragraphs (b) or (c) is in force;

- (b) a working plan made pursuant to the *Forests Act 1958* (Vic) that remains in force; and
- (c) a plan made under current or future State legislation which contains:
  - (i) objectives;
  - (ii) strategies to meet objectives; and
  - (iii) priority management actions,pertaining to Forest Management which remains in force;

**“Forest Management Plan for the East Gippsland Forest Management Area”** means the document titled ‘Forest Management Plan for the East Gippsland Forest Management Area’ produced by the then Victorian Department of Conservation and Natural Resources dated 1995;

**“Forest Management System”** means the State’s suite of legislation, policies, codes, plans and management practices and processes, as amended from time to time, being as generally described in the ‘*Overview of the Victorian Forest Management System*’ published by the State (which is to be maintained by the State, and updated from time to time to reflect amendments in legislation, policies, codes, plans and management practices and processes);

**“Forest Products”** means all live and dead trees, ferns or shrubs or parts thereof;

**“Forestry Operations”** has the meaning given to it pursuant to the definition of ‘RFA Forestry Operations’ in the *Regional Forest Agreements Act 2002* (Cth), and means:

- (a) the planting of trees; or
- (b) the managing of trees before they are harvested; or
- (c) the harvesting of Forest Products,

for commercial purposes and includes any related land clearing, land preparation and regeneration (including burning), and transport operations;

**“Further Assessment of Matters Report”** means the joint report prepared by the Parties that summarises the findings of the further assessments of forest values undertaken to inform the 2020 variation of this Agreement;

**“General Management Zone” or “GMZ”** means the zone of the same name described in a Forest Management Plan that applies, either in part or wholly, to land within the RFA Region;

**“Harvest Level”** means the volume of Timber Resources that can be harvested from Native Forests in the RFA Region in any financial year, consistent with ESFM, until Native Forest harvesting ceases on 30 June 2030;

**“Indigenous”** means the Aboriginal and Torres Strait Islander peoples of Australia and includes those persons who are descendants of the Aboriginal and Torres Strait Islander peoples of Australia.

**“Informal Reserve”** means a reserve that contains and is managed for conservation values which unequivocally contribute to the CAR Reserve System and meets the principles for Informal Reserves as described in the JANIS Report. In Victoria, it includes, but is not limited to, the State Forest Special Protection Zone;

**“Interim Forest Agreement”** means the Interim Agreement between the Commonwealth of Australia and the State of Victoria signed in January 1996;

**“JANIS Report”** means the report by the Joint Australian and New Zealand Environment and Conservation Council (ANZECC) / Ministerial Council on Forestry, Fisheries and Aquaculture (MCFFA) National Forests Policy Statement Implementation Sub-committee, titled ‘Nationally Agreed Criteria for the Establishment of a Comprehensive, Adequate and Representative Reserve System for Forests in Australia’, published by the Commonwealth of Australia in 1997;

**“JANIS Reserve Criteria”** means the criteria as described in the JANIS Report for establishing the CAR Reserve System addressing Biodiversity, Old Growth Forest and Wilderness, taking account of reserve design and management and social and economic considerations;

**“Land Conservation Council”** means the Council established under the former *Land Conservation Act 1970* (Vic);

**“Listed Species and Communities” or “Listed Species or Community”** means, for the purposes of this Agreement, a species, taxon or community:

- (a) listed under:
  - (i) Part 13 of the EPBC Act; or
  - (ii) Part 3 of the *Flora and Fauna Guarantee Act 1988* (Vic); and
- (b) that is, or has the potential to be, impacted by Forestry Operations;

**“Major Event”** means a substantial change in circumstances that has the potential to significantly impact upon:

- (a) the objectives and operation of this Agreement;
- (b) the comprehensiveness, adequacy or representativeness of the CAR Reserve System;
- (c) ESFM;
- (d) one or more MNES; or
- (e) the stability of Forest Industries,

within the RFA Region, and includes (but is not limited to) natural events such as bushfires, floods and disease;

**“Major Event Review”** means a review of the same name undertaken pursuant to clause 32A of this Agreement;

**“Matters of National Environmental Significance” or “MNES”** means, for the purpose of this Agreement, those matters protected by Part 3 of the EPBC Act as matters of national environmental significance that are potentially impacted by Forestry Operations, including:

- (a) World Heritage Values of declared World Heritage Places;
- (b) National Heritage Values of National Heritage Places;
- (c) ecological character of Ramsar Wetlands; and

(d) species and communities listed in accordance with Part 13 of the EPBC Act (excluding those categories referred to in paragraphs 178(1)(a) and (f), and paragraph 181(1)(c) of the EPBC Act);

“Matters of Traditional Owner Significance” or “MTOS” means matters of high importance to Traditional Owners as identified through the development and operation of Traditional Owner knowledge management systems. For the purposes of this Agreement, MTOS means only those matters related to Forests and their management and use;

“Milestone” means, for the purposes of this Agreement, an obligation under this Agreement which contains a temporal commitment;

“Mineral” means:

(a) mineral; and

(b) stone,

as defined in the *Mineral Resources (Sustainable Development) Act 1990* (Vic), excluding stone on private land for the private use of the owner and mineral or stone obtained for non-commercial purposes;

“Mining” means any operation or work carried out to remove or extract Minerals;

“Mining Operations” means any work carried out under a licence, consent to search for stone or extractive industry work authority granted under the *Mineral Resources (Sustainable Development) Act 1990* (Vic) with a view to obtaining or treating Minerals including the removal or extraction of a Mineral and the treatment of a Mineral;

“Mining Product” means any Mineral obtained by Mining;

“Montreal Process Criteria” means the Montreal Process criteria for the conservation and sustainable management of temperate and boreal forests;

“Montreal Process Implementation Group for Australia” or “MIG” means the Montreal Process Implementation Group established by the Commonwealth and all State and Territory Governments;

“National Estate” means those places as defined under section 4 of the repealed *Australian Heritage Commission Act 1975* (Cth);

“National Estate Values” means values attributed by the former Australian Heritage Commission to National Estate places;

“National Forest Policy Statement” or “NFPS” means the *National Forest Policy Statement 1992* endorsed by the Commonwealth and all State and Territory Governments;

“National Heritage Management Principles” has the same meaning as “National Heritage management principles” in section 324Y of the EPBC Act;

“National Heritage Place” has the same meaning as “National Heritage place” in subsection 324C (3) of the EPBC Act;

**“National Heritage Values”** has the same meaning as “National Heritage values” in section 324D of the EPBC Act;

**“National Sustainability Indicators”** means the indicators in the framework used for reporting on the state of Australia's forests, as developed by the Montreal Process Implementation Group for Australia;

**“Native Forest”** has the same meaning as in the Code of Practice for Timber Production;

**“Old Growth Forest”** has the same meaning as ‘old growth forest’ has in the Code of Practice for Timber Production;

*Note: As at March 2020, the definition of ‘old growth’ appears in the ‘Management Standards and Procedures for timber harvesting operations in Victoria’s State forests’, which is a document that is incorporated into the Code of Practice for Timber Production.*

**“Panel”** means a Panel constituted in accordance with clause 31D of this Agreement;

**“Parties”** means the State of Victoria and the Commonwealth of Australia;

**“Party”** means a Party to this Agreement;

**“Plantation”** means an intensively managed stand of trees of either native or exotic species that is created by the regular placement of seedlings or seeds;

**“Private Land”** means lands other than Public Land and land owned or leased by the Commonwealth;

**“Processed and Unprocessed Wood”** means, for the purposes of this Agreement, processed or unprocessed wood (including woodchips) sourced from a region covered by an RFA;

**“Public Land”** means:

- (a) Crown land;
- (b) State Forest;
- (c) park, within the meaning of the National Parks Act 1975 (Vic); and
- (d) land vested in any public authority, other than a municipal council;

**“Rainforest”** has the same meaning as in the Code of Practice for Timber Production;

**“Ramsar Convention”** means the Convention on Wetlands of International Importance especially as Waterfowl Habitat 1971;

**“Ramsar Wetlands”** means a declared Ramsar Wetland as defined under section 17 of the EPBC Act;

**“Recovery Plan”** means a recovery plan made or adopted under the EPBC Act;

**“Regional Forest Agreement”** or **“RFA”** means a Regional Forest Agreement within the meaning of the *Regional Forest Agreements Act 2002 (Cth)*;

**“Refugia”** has the same meaning as in the JANIS Report;

**“RFA Forestry Operations”** has the same meaning as in the *Regional Forest Agreements Act 2002* (Cth);

**“RFA Region”** has the same meaning as East Gippsland RFA Region;

**“Special Management Zone” or “SMZ”** means the zone of the same name described in a Forest Management Plan that applies, either in part or wholly, to land within the RFA Region;

**“Special Protection Zone” or “SPZ”** means the zone of the same name described in a Forest Management Plan that applies, either in part or wholly, to land within the RFA Region;

**“State Forest”** has the same meaning as in section 3 of the *Forests Act 1958* (Vic);

**“Statement of Regulatory Intent”** means a statement of the same name published by the Victorian Office of the Conservation Regulator, which provides a detailed explanation of the law in a specified area and guidance on how the regulator will exercise its powers;

**“Statutory Conservation Planning Document”** means:

- (a) an approved conservation advice, recovery plan, threat abatement plan or wildlife conservation plan as defined under the EPBC Act; and
- (b) an Action Statement or Interim Conservation Order as defined under the Flora and Fauna Guarantee Act 1988 (Vic);

**“Supplementary Report”** means the report prepared by the Parties pursuant to clause 31H of this Agreement;

**“Sustainability Indicators”** means qualitative or quantitative measures, at the regional (sub-national) level developed to assess the criteria for sustainable forest management, as described in *Criteria and Indicators for Sustainable Forest Management in Victoria – Guidance Document*, as amended from time to time, under the *Sustainable Forests (Timber) Act 2004* (Vic);

**“System of Environmental-Economic Accounting Framework” or “SEEA Framework”** means the United Nation’s framework of the same name that is a framework for organising and presenting statistics on the environment and its relationship with the economy. It contains the internationally agreed standard concepts, definitions, classifications, accounting rules and tables for producing internationally comparable statistics and accounts;

**“Threat Abatement Plan”** means a threat abatement plan made or adopted under the EPBC Act;

**“Threatening Process”** means a:

- (a) threatening process as defined in section 188(3) of the EPBC Act; and
- (b) potentially threatening process as defined in section 3 of the Flora and Fauna Guarantee Act 1988 (Vic);

**“Timber and Forestry Products Industries”** means industries involved in growing, management, harvesting, haulage to mill, milling and processing, importing/exporting, haulage of finished goods to market, and wholesale and retail sales of wood and paper products in



Australia associated with plantations, native forestry and farm forestry. This includes all processing where wood is the dominant component of goods being produced;

**“Timber Resources”** means:

- (a) “timber resources” as defined in the Sustainable Forests (Timber) Act 2004 (Vic); and
- (b) “timber”, as that term is defined in the Forests Act 1958 (Vic), taken pursuant to a licence issued under section 52 of the Forests Act 1958 (Vic), but does not include ‘firewood’ (as that term is defined in the Forests Act 1958 (Vic)) taken for domestic purposes;

**“Traditional Owner Country Plans”** means plans developed by Traditional Owners that describe objectives, aspirations and strategies for management of Country;

**“Traditional Owner Knowledge”** means the specialised knowledge that Traditional Owners have acquired, passed down and adapted through generations. This knowledge may include, but is not limited to, cultural lore, spiritual and religious customs, oral history, cultural practices and knowledge and relationships with land regarding the landscape, the environment, the seasons and species. Traditional Owner Knowledge includes the adapted use of this knowledge as it is translated into culturally specific and appropriate practices today and into the future;

**“Traditional Owners”** means Victorian Aboriginal persons or entities recognised under the *Native Title Act 1993* (Cth), *Traditional Owner Settlement Act 2010* (Vic) or *Aboriginal Heritage Act 2006* (Vic);

**“United Nations Sustainable Development Goals”** means the collection of global goals set by the United Nations General Assembly in 2015 for the year 2030 that form part of Resolution 70/1 of the United Nations General Assembly, or their equivalent, as amended from time to time;

**“Victorian Environmental Assessment Council”** or **“VEAC”** means the Victorian Environmental Assessment Council established under the *Victorian Environmental Assessment Council Act 2001* (Vic), or its equivalent;

**“Victorian Scientific Advisory Committee”** means the committee known as the Scientific Advisory Committee established under the *Flora and Fauna Guarantee Act 1988* (Vic), or its equivalent;

**“Wilderness”** means wilderness as defined in the JANIS Report;

**“Wilderness Values”** means the values of the same name as described in the JANIS Report;

**“World Heritage Committee”** means the UNESCO World Heritage Committee;

**“World Heritage List”** means the list kept under that title under Article 11 of the Convention for the Protection of the World Cultural and Natural Heritage;

**“World Heritage Place”** means a declared World Heritage property as defined in section 13 of the EPBC Act; and

**“World Heritage Values”** has the same meaning as in subsection 12(3) of the EPBC Act.

**2A. In this Agreement unless the contrary intention appears:**

- (a) a reference to a clause or Attachment is a reference to a clause or Attachment to this Agreement and a reference to this Agreement includes a reference to an Attachment;

- (b) a reference to this Agreement or another instrument is a reference to this Agreement or that other instrument as amended or varied from time to time;
- (c) a reference to a statute or ordinance includes any consolidations, amendments, re-enactments or replacements thereof and also includes regulations and other instruments made under them;
- (d) a reference to a code or other instrument includes any consolidations, amendments, re-enactments or replacements thereof and also includes any consolidations, amendments, re-enactments or replacements of documents incorporated into the code or other instrument;
- (e) a word importing the singular includes the plural and vice versa, a word importing a gender includes each other gender and a reference to a person includes an individual, firm, body corporate, association (whether incorporated or not), government, governmental or semi-governmental body, local authority or agency;
- (f) a reference to an act, matter or thing includes the whole or any part of that act, matter or thing and a reference to a group of acts, matters, things or persons includes each act, matter, thing or person in that group;
- (g) where any terms and conditions are added to an Attachment of this Agreement it is agreed that those terms and conditions will form part of this Agreement;
- (h) headings are inserted for convenience and do not affect the interpretation of this Agreement; and
- (i) where a term is defined by reference to a statute, ordinance, legislative instrument or code, that term has the same meaning as in the relevant statute, ordinance, legislative instrument or code, as amended from time to time.

### **Definition of Region**

3. The area covered by this Agreement is the East Gippsland Region as shown in Map 1 accompanying this Agreement at Attachment 1.

### **Duration of Agreement**

4. This Agreement ~~took~~takes effect ~~upon signing by both parties~~ on 3 February 1997 and will remain in force until 30 June 2030 unless:

- (a) terminated earlier pursuant to clause 24; or
- (b) extended until a later date by agreement between the Parties.

~~31 March 2020.~~

5. Subject to clause 5A, The process for extending the Agreement for a further period will be determined jointly by the pParties. The Parties agree that it is preferable that any proposed extension be initiated at least 36 months prior to the expiry of the Agreement.

- 5A. The Agreement may only be extended for a further period if:

- (a) the findings in respect of the Five-yearly Review most recently required to have been undertaken pursuant to the terms of this Agreement demonstrates that the operation of

the Agreement has produced outcomes that contribute to the items listed in clause 30(a);  
or

- (b) the Parties have taken, or have commenced, remedial action to address any substantive issues identified in the most recent Five-yearly Review Report.

### **Basis of Agreement — National Forest Policy Statement**

6. Parties confirm their commitment to the goals, objectives and implementation of the *National Forest Policy Statement (NFPS)* by:
- ~~developing and~~ implementing Ecologically Sustainable Forest Management (ESFM);
  - establishing and maintaining a Comprehensive, Adequate and Representative ~~(CAR) Reserve~~ System; and
  - ~~facilitating the development of supporting an internationally competitive Timber and Forestry Products Industries wood production and wood products industry; and~~
  - promoting the conservation and management of Native Forests.

### **Dispute Resolution**

- 6A. The Parties agree that if a dispute arises between the Parties regarding this Agreement it must be resolved expeditiously in accordance with the provisions of clauses 6B to 6F.
- 6B. When a dispute arises, a Party may serve a notice on the other specifying:
- (a) the nature and substance of the matter or issue in dispute; and
- (b) that it is a dispute to be resolved in accordance with clauses 6B to 6F.
- 6C. Within 14 days of the notice under clause 6B being served the Parties must attempt to settle the dispute and, in default of settlement, appoint a mediator to conduct a mediation concerning the matter or issue in dispute.
- 6D. If the dispute is not settled under clause 6C and the Parties fail to appoint a mediator, either of them may request the President of the Law Council of Australia, or the equivalent officer of such body as in future may have the functions of the Law Council of Australia, to nominate a mediator to conduct the mediation.
- 6E. The costs of a mediator appointed under clauses 6C or 6D are to be shared equally between the Parties.
- 6F. Each of the Parties agrees to use its best endeavours to resolve the dispute through mediation.

### **Notices**

- 6G. Any notice or other communication to be given or made pursuant to this Agreement shall be in writing and addressed as the case may be as follows (or to the successor to the named Department, or such other address as notified in writing by the relevant Party):

THE COMMONWEALTH

The Secretary

Department of Agriculture, Water and the Environment

18 Marcus Clarke Street

CANBERRA ACT 2601

THE STATE  
The Secretary  
Department of Environment, Land, Water and Planning  
8 Nicholson Street  
EAST MELBOURNE VIC 3002

## **PART 2**

### **FUNCTIONING OF THE AGREEMENT**

#### **Relationship to the Interim Forest Agreement**

7. This Agreement replaced~~s~~ the Interim Forest Agreement, signed by the Commonwealth and Victorian governments on 27 January 1996, in relation to the East Gippsland Region.

#### **Relationship between this Agreement and the Attachments**

8. The Attachments will be treated as part of this Agreement.

#### **Relationship to Statutory Obligations**

9. This Agreement and its provisions are not intended to give rise to legally enforceable rights or obligations between the ~~p~~Parties. This Agreement cannot impose on either ~~p~~Party or a third party any obligation that is inconsistent with Australia's international obligations, or a law of the Commonwealth or of Victoria.
10. Neither ~~p~~Party will seek to use existing or future legislation to undermine or impede this Agreement.
11. ~~NOT USED~~ The Commonwealth, in signing the Agreement, confirms that its obligations under the *Australian Heritage Commission Act 1975* have been met.
12. ~~NOT USED~~ Parties will manage the National Estate in accordance with the provisions of this Agreement as detailed in Attachment 2.
13. ~~NOT USED~~ The Commonwealth, in signing the Agreement, confirms that its obligations under the *Environment Protection (Impact of Proposals) Act 1974* have been met. The Commonwealth also confirms that, under the administrative procedures of the Act, any activities covered by the Agreement, including the 5-yearly review and minor amendments to the Agreement, will not trigger further environmental impact assessment.
14. ~~NOT USED~~ The Commonwealth, in signing the Agreement, confirms that its obligations under the *Endangered Species Protection Act 1992* have been met.
15. The Commonwealth notes that its obligations under the EPBC Act to promote protection of MNES in the RFA Region ~~endangered species protection~~ will involve ongoing cooperative work with Victorian agencies concerning East Gippsland.

#### **Matters of National Environmental Significance**

- 15A. Victoria will maintain a Forest Management System that provides for the protection and management of MNES and will take into account relevant Commonwealth principles, policies and plans.
- 15B. The Parties recognise the importance of research, monitoring, reporting, evaluation and communication to support ongoing decision making with regard to MNES.
- 15C. Victoria agrees to continue to improve, where necessary, the research, monitoring, management, reporting, evaluation and communication mechanisms as part of its adaptive Forest Management System.

### Listed Species and Communities

- 15D. The Parties acknowledge there are a wide range of Threatening Processes that have the potential to impact on Listed Species and Communities, including habitat loss and fragmentation (such as timber harvesting and loss of hollow bearing trees), weed invasion, predation and competition, disease, inappropriate fire regimes and Climate Change.
- 15E. The Parties, recognising that priorities can change in light of new information and science, will continue to regularly consult on the priorities for:
- (a) assessment of the conservation status of native species and ecological communities;
  - (b) recovery of Listed Species and Communities (further information provided in Attachment 4);
  - (c) conservation of Forest Ecosystems;
  - (d) abatement of Threatening Processes that have the potential to impact upon Listed Species and Communities;
  - (e) the preparation, alignment and review of all Statutory Conservation Planning Documents relevant to this Agreement; and
  - (f) research on Listed Species and Communities, Forest Ecosystems and Threatening Processes.
- 15F. The Parties reaffirm their commitment to the implementation of the Common Assessment Method MoU, which seeks to create a single operational list of nationally threatened taxa and communities that is consistent across all State, Territory and the Commonwealth jurisdictions. The Parties note that, in Victoria, the agreement under the Common Assessment Method MoU will be implemented through the provisions of the *Flora and Fauna Guarantee Amendment Act 2019* (Vic), which will come into effect on or before 30 June 2020.
- 15G. Victoria will ensure that the components of its Forest Management System that relate to Listed Species and Communities will:
- (a) provide for the conservation and recovery of Listed Species and Communities;
  - (b) be based on the best available science and give consideration to the advice of, or any determinations made by relevant scientific bodies or committees, including the Victorian Scientific Advisory Committee;
  - (c) to the extent practicable having regard to the associated environmental, social and economic impacts, provide equivalent or greater protection to Listed Species and Communities than afforded by relevant Commonwealth Statutory Conservation Planning Documents;
  - (d) provide for active management of Native Forests in order to build their resilience and diversity; and
  - (e) where relevant, take into account public comment.
- 15H. Where a species or community that is present in the East Gippsland RFA Region becomes a Listed Species and Community by virtue of it being newly listed under the EPBC Act, the Commonwealth agrees to develop and publish a Statutory Conservation Planning Document for

that species or community at the time of listing, save for in relation to a species that is included in the extinct or conservation dependent categories of the list under section 178 of the EPBC Act.

15I. Where a taxon or community that is present in the East Gippsland RFA Region becomes a Listed Species and Community by virtue of it being newly listed under the FFG Act, Victoria agrees to develop and publish a Statutory Conservation Planning Document for that taxon or community within 24 months of the date of listing.

15J. The Commonwealth agrees not to release, amend or update any Statutory Conservation Planning Document made under the EPBC Act for a Listed Species or Community in the East Gippsland RFA Region without first consulting with Victoria on the draft Statutory Conservation Planning Document at least six months prior to it coming into effect or being amended or updated.

15K. Where:

- (i) a Listed Species or Community is present in the East Gippsland RFA Region; or
- (ii) there is a change in the conservation status of a Listed Species or Community present in the East Gippsland RFA Region,

Victoria will, having regard to relevant Commonwealth Statutory Conservation Planning Document:

- (a) undertake a risk assessment within six months from each Relevant Date and determine whether additional interim or permanent protections and management actions are necessary;
- (b) where necessary, use reasonable endeavours to implement interim enforceable protections and priority management actions for the Listed Species or Community within six months from each Relevant Date;
- (c) where necessary, use reasonable endeavours to implement permanent protections and any other changes to the Forest Management System required for the Listed Species or Community within 24 months from each Relevant Date; and
- (d) use reasonable endeavours to include any protections or management actions implemented pursuant to sub-paragraphs (b) or (c) in any new or updated Victorian Statutory Conservation Planning Documents.

In this clause, **Relevant Date** means each of the following:

- (i) 1 April 2020;
- (ii) the date of listing, where that date postdates 1 April 2020; and
- (iii) the date of any change in the conservation status where that date postdates 1 April 2020.

15L. Where Victoria has not implemented additional permanent protections or management actions within 18 months of the date on which:

- (a) any such protections or management actions were determined necessary under sub-clause 15K(a); or

- (b) a determination was required to have been made pursuant to sub-clause 15K(a) (provided no subsequent determination has found that no additional protections or management actions were required),

Victoria agrees to use its best endeavours to implement the protections and management actions specified in a relevant Commonwealth Statutory Conservation Planning Document as a management guideline.

15M. By December 2022, Victoria will review relevant provisions of the FFG Act, *Sustainable Forests (Timber) Act 2004* (Vic), *Forests Act 1958* (Vic), and their subordinate instruments, including the Code of Practice for Timber Production, to identify what, if any, measures or improvements could be made to strengthen protections for Listed Species and Communities within Victoria's Forests.

15N. In addition to reviewing Statutory Conservation Planning Documents at the legislatively defined intervals, the Parties agree to work collaboratively to review their respective Statutory Conservation Planning Documents within 24 months, and update as necessary, following the occurrence of the following events:

- (a) a substantial scientific body of new information relating to a Listed Species or Community that is accepted by, in case of:
- (i) Victoria, the Victorian Scientific Advisory Committee; and
- (ii) the Commonwealth, the Threatened Species Scientific Committee,  
becoming available; or
- (b) a change in the conservation status of a Listed Species or Community.

15O. The Parties agree to:

- (a) work together to try and achieve alignment of Statutory Conservation Planning Documents for the same species or community, within any constraints imposed by legislation; and
- (b) encourage implementation of priority actions identified in any relevant Statutory Conservation Planning Document,

that relate to a Listed Species or Community.

15P. Victoria agrees to:

- (a) use and maintain science-based planning tools to determine priority actions for the management of Listed Species and Communities, and make those planning tools publicly accessible; and
- (b) consider the broader benefits and potential impacts on other native species in determining priority actions.

15Q. The Parties acknowledge the need to achieve a net improvement in the outlook for native species through an improvement in suitable habitat and the active management of threats.

15R. For all Listed Species and Communities present in the East Gippsland RFA Region, Victoria will use its best endeavours to:



- (a) protect important populations and sufficient current and future habitat in the CAR Reserve System where such action is likely to ensure that viable populations are maintained throughout the species' range;
  - (b) as appropriate, apply additional measures where that species or community is Climate Change Vulnerable, including (but not limited to) measures such as:
    - (i) identification and protection of Refugia;
    - (ii) greater active management, including of threats; and
    - (iii) consideration of options for translocation, gene mixing and ex situ conservation; and
  - (c) protect important occurrences of the species or community in the CAR Reserve System and maintain or restore ecological management regimes to ensure its viability.
- 15S. The Parties recognise the vital role that active management of threats to Listed Species and Communities plays in achieving their recovery. Victoria is committed to the active management of Native Forests on Public Land through proactive measures such as pest and weed control, use of silviculture practices to improve the Forest's structure and condition and revegetation of priority areas.

### **World Heritage Places**

16. ~~Parties agree to actively investigate, and participate in, World Heritage assessment of the Australia-wide Eucalypt theme, including any potential contribution from East Gippsland. The Parties acknowledge that the World Heritage Values of a World Heritage Place are protected by Part 3 of the EPBC Act as, pursuant to section 42 of the EPBC Act, the exemption to the application of Part 3 for RFA Forestry Operations does not apply to a property included in the World Heritage List.~~
- 16A. The Parties agree to participate in the assessment of any future World Heritage Places consistent with the Australian World Heritage Intergovernmental Agreement.

### **National Heritage Places**

- 16B. The Parties agree that the Forest Management System provides for the protection of National Heritage Values of National Heritage Places in accordance with National Heritage Management Principles.

### **Commonwealth Heritage Places**

- 16C. The Parties agree that the Forest Management System provides for the protection of Commonwealth Heritage Values through the management of Commonwealth Heritage Places in accordance with Commonwealth Heritage Management Principles.

### **Ramsar Wetlands**

- 16D. The Parties acknowledge that the Forest Management System, in conjunction with Commonwealth law, provides for the protection of the ecological character of Ramsar Wetlands, in accordance with Australia's obligations under the Ramsar Convention, by:

- (a) the application of Part 3 of the EPBC Act, as the exemption to the application of Part 3 of the EPBC Act for RFA Forestry Operations does not apply to Ramsar Wetlands pursuant to section 42 of the EPBC Act;
  - (b) management of Ramsar Wetlands under the Forest Management System, including having regard to Ramsar Wetland information sheets and Ramsar Wetland ecological character descriptions; and
  - (c) management of the relevant threatened ecological communities listed under the FFG Act or the EPBC Act.
17. ~~NOT USED Parties note that in order to progress work and then proceed to World Heritage nomination, the agreement of all relevant governments will be required.~~
18. ~~NOT USED Parties agree that any potential nomination for World Heritage involving areas in East Gippsland could be achieved from within the CAR Reserve System.~~

### **Export Controls**

19. Parties note that current Commonwealth export licence arrangements provide that, ~~after 31 December 1999~~, exports of ~~hardwood woodchips~~ Processed and Unprocessed Wood sourced ~~will only be permitted~~ from:
- (a) native forests in areas covered by an RFA can occur without the need for a licence under the *Export Control Act 1982* (Cth) in accordance with its terms, and those of the regulations made thereunder, and the terms of the *Regional Forest Agreements Act 2002* (Cth); and
  - (b) Victorian Plantations in areas covered by an RFA will not be subject to the operation of the *Export Control Act 1982* (Cth) or any other export control law within the meaning of the *Regional Forest Agreements Act 2002* (Cth) where a code of practice for Victoria has been approved under the *Export Control (Unprocessed Wood) Regulations* and that approval remains in effect.
20. ~~The Commonwealth will, subject to the passage of amendments to the relevant regulations under the *Export Controls Act 1982*, ensure that no controls under that the *Export Controls Act 1982* (Cth) or the regulations made thereunder, other than those described in clause 19, will apply to the export of Processed hardwood woodchips and or uUnprocessed wWood sourced from the East Gippsland RFA Rregion while this Agreement is in place. ~~The Commonwealth will seek passage of the relevant amendments by 30 June 1997. In the interim, licences will be issued to applicants seeking to export hardwood woodchips or unprocessed wood derived from areas within the East Gippsland region. The licences will be valid while this Agreement is in place and will not include an export volume restraint.~~~~
21. ~~NOT USED The Commonwealth notes Victoria's intention to separate more clearly its commercial forestry activities within native State forests from the broader policy, strategic planning and regulatory functions associated with the management of those forests. Victoria also confirms its commitment to the ongoing implementation of its plans, codes and prescriptions relevant to the achievement of ESFM.~~
22. ~~NOT USED The Commonwealth notes Victoria's intention to change the administration arrangements applying to the management of its parks, but that the primary emphasis of management will continue to be the conservation and protection of environmental and heritage values.~~

23. ~~NOT USED Victoria confirms that the sustainable yield for forests for East Gippsland will continue to be based on areas available for timber harvesting outside the CAR Reserve System.~~

### **Changes to the Agreement**

24. This Agreement may only be amended with the consent, in writing, of both Parties. Parties agree to work cooperatively to address any differences between them as to the interpretation or implementation of the Agreement. Such differences will be raised in writing by the concerned party in accordance with the dispute resolution provisions at clauses 6A to 6F. The Agreement will cease to operate only on notification in writing.

### **Monitoring, Reporting and Consultative Mechanisms**

24A. The implementation of this Agreement is monitored through:

- (a) the Milestones provision at clause 25;
- (b) annual meetings conducted in accordance with clauses 29A and 29B;
- (c) Five-yearly Reviews conducted in accordance with clauses 30 to 31N;
- (d) Major Event Reviews conducted in accordance with clauses 32A to 32E;
- (e) the monitoring and reporting provisions contained in clauses 26 to 29; and
- (f) the auditing provisions contained in clauses 34A to 34J.

24B. The Parties agree to maintain open communication on matters relating to the implementation of this Agreement, including raising and responding to issues at any time.

### **Milestones**

25. This Agreement establishes ~~M~~milestones, ~~(Attachment 3), and The P~~parties will report annually on their achievement as part of each annual meeting using an appropriate public reporting mechanism.

### **Monitoring, Reporting and Consultative Mechanisms on Ecologically Sustainable Forest Management**

26. Victoria will report on the results of monitoring of ~~s~~Sustainability ~~i~~Indicators.

26A. The Parties agree that, for the purposes of clause 26, Victoria will publicly report on the results of monitoring of Sustainability Indicators as part of each Five-yearly Review.

26B. The Parties recognise that:

- (a) the Forest Management System is enhanced by adaptive management and continuing mechanisms to monitor, report and evaluate the sustainability of Forest Management policies and practices;
- (b) ESFM outcomes are enhanced by genuinely engaging with stakeholders and local communities in a transparent and accessible way, to enable meaningful participation in decision-making processes;
- (c) fostering stakeholder and community understanding of ESFM in the East Gippsland RFA Region is important; and

- (d) a range of processes and instruments exist which provide for public participation, consultation and/or reporting, including (but not limited to) processes associated with:
    - (i) preparation and review of legislation, regulations, codes of practice and Statutory Conservation Planning Documents;
    - (ii) Victorian Environment Assessment Council studies;
    - (iii) preparation and review of strategies and plans for the management of Native Forest, including the management of Forestry Operations in State Forests (until such time as they cease on 30 June 2030) and fire;
    - (iv) reporting on Harvest Levels and volumes of Timber Resources taken from the RFA Region;
    - (v) State of the Forests reporting; and
    - (vi) Five-yearly Reviews and Major Event Reviews.
27. Comprehensive Regional Assessments and the development of this Agreement ~~have~~ provided extensive opportunities for public participation and reporting. Parties recognise that the public reporting activities and on-going opportunities for public participation and consultation associated with existing Victorian and Commonwealth processes and instruments will continue. ~~These processes are listed in Attachment 6.~~
28. In addition to these activities, Victoria agrees to publish future reports of ~~internal~~ audits of compliance with the Code of ~~Forest~~ Practices for Timber Production. Supporting documents will also be publicly available.
29. Victoria will further develop the transparency and accountability of its ~~Forest m~~Management processes by producing, publishing and regularly reviewing Statements of Regulatory Intent, through the implementation of an on-going quality assurance program. The program will be implemented, within three years, utilising expertise external to the forest agency in the Department of Natural Resources and Environment or its equivalent.

### **Annual meetings**

- 29A. The Parties agree to hold annual executive-level bilateral meetings to monitor the implementation and performance of the Agreement. As part of each annual meeting the Parties will:
- (a) assess progress against or achievement of the Milestones that fell due in the preceding year, or were outstanding from any of the preceding years;
  - (b) assess progress against agreed research activities and identify new research needs and objectives (if any);
  - (c) consider any timber harvesting compliance issues which have arisen in the preceding year;
  - (d) consider the impacts of any Major Events within the preceding year;
  - (e) identify and discuss any issues relating to the operation or performance of the Agreement in the preceding year;

- (f) discuss the preparation and implementation of Statutory Conservation Planning Documents in accordance with the terms of this Agreement for Listed Species and Communities within the RFA Region; and
  - (g) discuss any matters or issues or events that have arisen in the preceding year.
- 29B. A joint statement that reports on the outcomes of the annual meetings will be made publicly available by being published on an internet site maintained by, for or on behalf of one or both Parties.

## **Five-yearly Reviews**

### *Five-yearly Review scope and process*

30. Subject to clause 31C, for each ~~Every~~ five years period, a review of the performance of the Agreement will be undertaken. The purpose of the ~~Five-yearly~~ Review is to assess and evaluate:
- (a) the extent to which the operation of the Agreement has produced outcomes that:
    - (i) provide for a CAR Reserve System;
    - (ii) provide for ESFM and adaptive Forest Management;
    - (iii) provide for the long-term stability of Forests and Forest Industries;
    - (iv) demonstrate effective management of MNES, which is to be assessed having regard to condition trends of each MNES;
    - (v) advance Traditional Owner self-determination and the effective management of MTOS;
    - (vi) achieve the highest and best value uses of Native Forests on Public Land having regard to all Forest values, including Traditional Owner, social, environmental, Ecosystem Services and economic values; and
    - (vii) support the achievement of objectives within national and Victorian biodiversity strategies;
  - (b) the effectiveness of management prescriptions and responses to disturbances related to Listed Species and Communities;
  - (c) the Parties' progress in developing and implementing Statutory Conservation Planning Documents in accordance with the terms of this Agreement;
  - (d) whether the Milestones have been implemented in a manner that furthers the outcomes listed in clause 30(a);
  - (e) Victoria's performance against the list of Sustainability Indicators developed under clause 39B of this Agreement;
  - (f) the social and economic benefits derived from the management and use of Forests;
  - (g) whether current and proposed research across the Forest Estate is sufficient, is prioritised appropriately and addresses known knowledge gaps;

- (h) the extent to which Victoria has supported the advancement of Traditional Owner Knowledge and its application to Forest Management;
- (i) the extent to which the commitments in the joint government responses to the preceding Five-yearly Reviews have been adequately implemented;
- (j) the current and forecast impacts of Climate Change on the CAR Reserve System, ESFM and the stability of Forests and Forest Industries; and
- (k) the adequacy of the CAR Reserve System (as provided for under this Agreement) in meeting the functions identified in clause 47 of this Agreement.

~~provide an assessment of progress of the Agreement against the established milestones, and will include:~~

- ~~• the extent to which milestones and obligations have been met including management of the National Estate;~~
- ~~• the results of monitoring of sustainability indicators; and~~
- ~~• invited public comment on the performance of the Agreement.~~

30A. ~~NOT USED Notwithstanding clause 30, the Parties agree that from 31 March 2018, the timing of all five yearly reviews will be aligned with the timing of the five yearly reviews set out in the Gippsland and West Victoria RFAs.~~

31. The purpose of the Five-yearly Review process under this Agreement is not to renegotiate the Agreement. While the review process will not open up the Agreement to re-negotiation, both Parties may agree to some minor modifications to this Agreement to incorporate the results of the review.

31A. The Parties note that the Victorian State of the Forests Report required by the *Sustainable Forests (Timber) Act 2004* (Vic) provides an ongoing mechanism to monitor implementation of ESFM, including across key environmental, social and economic indicators. As such, it will be a key source of information in the Five-yearly Reviews under this Agreement.

31B. The Parties agree that:

- (a) the timing of the Five-yearly Review will align with Victorian and national forest reporting;
- (b) consultation and the Further Assessment of Matters Report undertaken in 2019 as part of the process of extending this Agreement, the results of the monitoring of Sustainability Indicators for the national *State of the Forests Report 2018* and the Victorian *State of the Forests Report 2018* constitute the Five-yearly Review that was due in 2020; and
- (c) the next Five-yearly Review will commence in 2025 and thereafter, subject to clause 31C, within the last year of each five year period during the term of the Agreement.

31C. The Parties agree that, where a Five-yearly Review falls due for commencement in the final year of the Agreement, no Five-yearly Review is required to be undertaken, however, Victoria will provide the Commonwealth with a report on the condition trends of MNES present in Victoria.

#### Conduct of Five-yearly Review

31D. Five-yearly Reviews are to be conducted by a panel (the Panel) comprised of:

- (a) the Victorian Commissioner for Environmental Sustainability or, if there is no Victorian Commissioner for Environmental Sustainability, an independent reviewer selected by Victoria and agreed by the Commonwealth;
  - (b) an independent reviewer selected by the Commonwealth of Australia and agreed by Victoria; and
  - (c) other members, as agreed by the Parties.
- 31E. For the purposes of clause 31D(c), the Parties will actively consider Traditional Owner representation on the Panel.
- 31F. The Parties must jointly prepare and agree upon the terms of an agreement (the Scoping Agreement) which:
- (a) sets out the matters which the Panel must consider and report on, which must include the matters specified in clauses 30(a) to (k);
  - (b) includes the proposed approach to consultation and engagement with Traditional Owners, stakeholders and communities; and
  - (c) identifies any agreed timeframes, priorities, procedures and funding arrangements.
- 31G. For the purposes of clause 31F(c), the Parties agree that they will share equally the costs associated with activities that the Parties agree are required to be undertaken for each Five-yearly Review, and that such activities will be set out in the Scoping Agreement.
- 31H. The Parties must jointly prepare a report (the Supplementary Report) that supplements the Victorian State of the Forests Report by providing any additional information or data required in order to:
- (a) inform the consultation and engagement; and
  - (b) enable the Panel to consider the Parties' progress in achieving the outcomes set out in clauses 30(a) to (k).
- 31I. The Parties agree that, in conducting each Five-yearly Review, the Panel will be engaged to:
- (a) consider the matters specified in clauses 30(a) to (k) and any other matters outlined in the Scoping Agreement developed pursuant to clause 31F, having regard to:
    - (i) the Victorian State of the Forests Report;
    - (ii) the Supplementary Report;
    - (iii) the statements prepared jointly by the Parties pursuant to clause 29B of this Agreement as part of the annual meeting procedure;
    - (iv) feedback received from consultation and engagement undertaken to inform the Five-yearly Review; and
    - (v) any other public reports which the Panel considers relevant to the matters that are to be considered by it;
  - (b) set the strategic direction for, agree the approach to and take into account feedback

received from consultation and engagement with Traditional Owners, stakeholders and communities to inform the Five-yearly Review; and

- (c) develop and submit a report (the Five-yearly Review Report) detailing the Panel's findings and recommendations,

in accordance with the terms of and the timeframes prescribed in the Scoping Agreement.

31J. In accordance with subsection 10(6) of the *Regional Forest Agreements Act 2002* (Cth), the Commonwealth Minister responsible for forestry will table each Five-yearly Review Report in each House of the Parliament within 15 sitting days of that House after the report is provided to the Minister.

31K. The Parties agree to:

- (a) meet to consider the findings and recommendations of each Five-yearly Review Report; and
- (b) publish a joint government response to the recommendations within six months of the publication of the Five-yearly Review Report, which will provide details of any actions that the Parties agree to take, either jointly or individually.

31L. In the development of a joint government response pursuant to clause 31K(b), Victoria will consult with Traditional Owners in relation to the findings and recommendations contained in the Five-yearly Review Report.

31M. The Parties agree to work collaboratively to implement the Parties' commitments in the joint government response released by the Parties pursuant to clause 31K(b) of this Agreement.

#### *Satisfactory completion of Five-yearly Review*

31N. A Five-yearly Review will be satisfactorily completed upon the public release of the joint government response to the Five-yearly Review Report pursuant to clause 31K(b) of this Agreement.

32. ~~NOT USED The outcomes of the review will be made public. The mechanism for the review will be determined by both parties before the end of the five year period and the review will be completed within three months.~~

#### **Monitoring the Agreement**

##### **Annual meetings**

##### **Major Event Review**

32A. Subject to clause 32B, within six months of the occurrence of a Major Event, the Parties may jointly agree to conduct a review to assess the impacts of the Major Event on the:

- (a) operation of the Agreement;
- (b) ESFM;
- (c) CAR Reserve System;
- (d) effective management and protection of MNES;



- (e) Harvest Level; or
- (f) long-term stability of Forests and Forest Industries.

~~The Parties agree to hold annual, officials level, bi-lateral meetings in the years between each five-yearly review to monitor the implementation of the Agreement and discuss any issues that arise.~~

### **General monitoring**

32B. A review pursuant to clause 32A of this Agreement:

- (a) can only be undertaken if both Parties jointly agree to undertake the review;
- (b) is to be conducted by a Panel constituted in accordance with clause 31D of this Agreement;
- (c) is to be jointly funded by the Parties in accordance with clause 32C;
- (d) must include public consultation and an assessment of the impacts of the Major Event on Environment and Heritage Values, Listed Species and Communities, Ecosystem Services, economic and social values; and
- (e) can constitute a Five-yearly Review if it:
  - (i) is agreed by both Parties;
  - (ii) is carried out for the whole of the RFA Region;
  - (iii) is conducted within one year of the date on which the Five-yearly Review is due to be commenced pursuant to clause 31B(c);
  - (iv) meets the purpose and scope of a Five-yearly Review described in clause 30; and
  - (v) is conducted in accordance with clauses 31D to 31E.

~~Notwithstanding the annual meetings and five yearly reviews, the Parties otherwise agree to maintain open communication on matters relating to the implementation of this Agreement, including raising and responding to issues at any time.~~

32C. For the purposes of clause 32B(c), the Parties agree that they will share equally the costs associated with activities that the Parties agree are required to be undertaken for each Major Event Review, and that such activities will be set out in a Scoping Agreement prepared in accordance with clause 32D of this Agreement.

32D. The Parties must jointly prepare and agree upon the terms of an agreement (the Scoping Agreement) which:

- (a) sets out the matters which the Panel must consider and report on;
- (b) includes the proposed approach to consultation and engagement with Traditional Owners, stakeholders and communities; and
- (c) identifies any agreed timeframes, priorities, procedures (including the process for ending a review) and funding arrangements.

32E. For the avoidance of doubt, the Parties agree that the purpose of a Major Event Review is not to open the Agreement up to renegotiation, but to assess the impacts of the Major Event on the matters identified in clause 32A for the purposes of considering what, if any, remedial action needs to be undertaken to address the impacts of the Major Event.

## **ECOLOGICALLY SUSTAINABLE FOREST MANAGEMENT**

33. The Parties agree that ESFM is an objective which requires a long term commitment to continuous improvement and that the key elements for achieving it are:

- the establishment and maintenance of a CAR Reserve System (Attachment 1);
- ~~the development of internationally competitive forest products industries, and providing for the long-term stability of Timber and Forestry Products Industries;~~
- ~~a fully~~ an integrated and strategic Forest mManagement sSystem that actively generates and is capable of responding to new information; and
- ensuring that harvested areas of Native Forest on Public Land are successfully regenerated, maintaining the natural floristic composition.

33A. The Parties agree that the Victorian Forest Management System provides for ecologically sustainable management of Forests in the East Gippsland RFA Region and that these processes and systems are accredited by the Commonwealth in clause 36 of this Agreement.

33B. The Parties recognise that the Victorian Forest Management System is designed to produce effective outcomes for fauna, flora, soil and water conservation and Environment and Heritage Values in State Forests and provides a sound basis for implementation and continual improvement of such to achieve ESFM.

33C. Victoria confirms its commitment to the ongoing implementation and achievement of ESFM on both Public Land and Private Land through the continued implementation of and improvements to its Forest Management System and adaptive Forest Management.

33D. Victoria commits to:

- (a) undertaking a comprehensive review of the Code of Practice for Timber Production by December 2023; and
- (b) thereafter, considering what, if any, updates to the document are required at least every five years for so long as the Agreement remains in effect.

In line with relevant legislative requirements, the process to amend the Code of Practice for Timber Production will include consultation with the public.

33E. The Parties recognise that ongoing and enhanced monitoring and data analysis is necessary to ensure the Forest Management System is able to adapt in response to changing circumstances and to enable strategic, long-term decisions about Forests.

34. Victoria undertakes to:

- ~~NOT USED~~complete and publish regional prescriptions for timber production by the end of 1997;
- ~~NOT USED~~complete and publish management plans for all National and State Parks by the end of 1998;

- continue to manage the ~~other~~ Dedicated Reserves within the CAR Reserve System in accordance with the relevant ~~management~~ government approved response to the recommendations of the Land Conservation Council as ~~varied by this Agreement~~, the Environment Conservation Council and VEAC; and
- manage cultural values, both Aboriginal and non-Aboriginal, in the East Gippsland; RFA Region in accordance with the principles set out in Part 2 of Division 1 of the *Aboriginal Heritage Act 2006* (Vic) and the *Heritage Act 2017* (Vic). ~~based on the Guidelines for the Management of Cultural Heritage Values in Forests, Parks and Reserves, which will be jointly agreed; and~~
- ~~NOT USED~~ implement the Integrated Forest Planning System and the Statewide Forest Resource Inventory in East Gippsland in time for the next review of sustainable yield due in 2001.

### **Auditing of the Agreement**

#### *Initiating an audit*

34A. Subject to clauses 34B and 34C either Party may initiate an audit if that Party has reasonable grounds to suspect that a Party has not complied with a:

- (a) material term of this Agreement; or
- (b) Milestone.

34B. Before a Party may initiate an audit, the initiating Party must issue upon the other Party a written notice which:

- (a) advises of its intention to initiate an audit;
- (b) outlines the reasons why it intends to initiate an audit; and
- (c) if relevant, specifies what remedial actions the other Party could take to wholly address the concerns being raised by the initiating Party.

34C. Where a Party initiates an audit, the written notice provided under clause 34B must identify the period of time which the audit is to consider. The period of examination cannot pre-date the period of time reviewed as part of the most recent Five-yearly Review.

34D. A Party cannot initiate an audit unless:

- (a) a period of 90 calendar days has passed since the date on which a written notice was issued pursuant to clause 34B;
- (b) a remedial action identified in a notice given under clause 34B (if any) has not been complied with; and
- (c) it has consulted with the other Party in relation to the:
  - (i) scope of the audit;
  - (ii) the conduct of the audit, including any public facing components;
  - (iii) criteria against which the audit will be conducted; and

- (iv) appointment of an independent auditor.

#### Conduct of audits

- 34E. Audits must be conducted by an independent auditor that is to be appointed by the initiating Party in consultation with the other Party. The independent auditor must be directed by the initiating Party to produce a report that makes findings and identifies any remedial actions that should be taken to address any identified issues.
- 34F. The scope of an audit is confined to an assessment of the matters identified in a written notice given under clause 34B of this Agreement.
- 34G. An audit should be conducted in the most efficient and effective manner possible to address the matters identified by the initiating Party and must have regard to the views and concerns of both Parties.
- 34H. The Parties agree to cooperate fully in any audit.
- 34I. Either Party may publish a report produced by the independent auditor in accordance with a direction issued under clause 34E:
- (a) with the prior written consent of the other Party; or
  - (b) as required by law.
- 34J. The costs of an audit will be borne by the initiating Party.

#### **Accreditation Forest Management System**

35. Parties agree that Victoria's ~~F~~forest ~~M~~management ~~S~~system (including its legislation, policies, ~~C~~codes, plans and management practices) provides ~~for continuous~~<sup>ing</sup> improvement in relation to ESFM.
36. The Commonwealth accredits Victoria's ~~current~~ ~~f~~Forest ~~m~~Management ~~s~~System for East Gippsland, as amended by this Agreement. The system includes:
- ~~the East Gippsland~~ Forest Management ~~Area~~ Plans and the process for ~~their~~ <sup>its</sup> review;
  - the Sustainable Forests (Timber) Act 2004 (Vic);
  - the Flora and Fauna Guarantee Act 1988 (Vic);
  - the process for forecasting ~~thesawlog-sustainable-yield~~ Harvest Level in the East Gippsland RFA Region; and
  - the systems and processes established by the Code of ~~Forest~~ Practices for Timber Production and the Code of Practice for Bushfire Management on Public Land.
- 36A. Victoria will notify the Commonwealth of any substantive changes to the Forest Management System in a timely manner and, where possible, discuss the proposed changes with the Commonwealth in advance of any final decision.
- 36B. Victoria will, for the duration of this Agreement continue implementing and improving its Forest Management System.

#### **Sustainability indicators**

37. ~~Parties agree that the current fForest mManagement sSystem will maintain could be enhanced by further developing~~ appropriate mechanisms to monitor and review the sustainability of forest management practices. The Parties note that Victoria will continue to align key performance indicators in the Victorian State of the Forest Report To ensure that this occurs, Parties agree to establish an appropriate set of sustainability indicators to monitor forest changes. Any indicators established will be consistent with the Montreal Process Criteria and iIndicators (as amended from time to time), the current form of which is specified in (Attachment 8), and will take into account the framework of regional indicators developed by the Montreal Process Implementation Group for Australia (MIG). Indicators and they will be practical, measurable, cost-effective and capable of being implemented at the regional level.
38. ~~NOT USED Parties will assess the outcomes of the Montreal Process Implementation Group (MIG) process by the end of 1997. After considering the extent to which the MIG process provides, or is likely to provide, relevant indicators, the process to be used in developing indicators for application in East Gippsland will be determined. Any process adopted will provide for appropriate public consultation and determine the frequency of reporting.~~
39. Victoria has a set of Sustainability Indicators, which are aligned with the Montreal Process Criteria and indicators, as adapted to Australia through the Montreal Process Implementation Group for Australia, and are reported on every five years in the Victorian State of the Forests Report and inform the Five-yearly Review. In developing effective indicators, parties agree to take into account the results of the Forest and Wood Products Research and Development Corporation's East Gippsland pilot study to develop effective regional indicators.
- 39A. Victoria will continue to publicly report on its Sustainability Indicators every five years in its State of the Forests Report to align with and inform the Five-yearly Reviews required under this Agreement.
- 39B. Victoria will, in consultation with Traditional Owners, review its Sustainability Indicators by 2023 having regard to:
- (a) maintaining a list of Sustainability Indicators which, at a minimum, will account for the Montreal Process Criteria and indicators;
  - (b) the United Nations Sustainable Development Goals and their successors or equivalents;
  - (c) the United Nations Declaration on the Rights of Indigenous Peoples;
  - (d) Traditional Owner Knowledge and practice;
  - (e) relevant MTOS;
  - (f) a wide range of contemporary Forest values and uses; and
  - (g) any relevant national targets.
40. Victoria agrees to review its Sustainability Indicators following each relevant review of the National Sustainability Indicators and will, at a minimum, maintain a list of indicators that satisfies national level reporting requirements. Development of indicators, and collection of results for those indicators which can be readily implemented, will be completed in time to enable assessment at the first five yearly review of this Agreement.

## **Private lLand**

41. The ~~p~~Parties reaffirm their commitments made in the NFPS to the conservation and management of the private ~~f~~Forest ~~e~~Estate. The ~~p~~Parties note that Victoria has, under the *Planning and Environment Act 1987 (Vic)*, native vegetation retention controls to regulate the clearance of ~~N~~native ~~F~~forest on ~~P~~private ~~L~~land.
42. ~~Under Victorian law will continue to encourage~~ private ~~F~~forest owners ~~are required~~ to ensure that their management operations are consistent with the Code of ~~Forest~~ Practices for Timber Production, and to have in place adequate mechanisms to protect nature conservation and catchment values.
- 42A. EVCs predominantly occurring on Private Land within the RFA Region which are current priorities for conservation are identified in Tables 1a and 1b in Attachment 1. The Parties agree that priority EVCs occurring predominantly on Private Land (as identified in Tables 1a and 1b in Attachment 1) can be managed to protect values consistent with the JANIS Reserve Criteria or could contribute to the CAR Reserve System through a range of mechanisms, including (but not limited to) the mechanisms identified in Attachment 1.
- 42B. The Parties recognise the importance of Environment and Heritage Values, Listed Species and Communities and Ecosystem Services on Private Land. Victoria agrees to continue to support processes which will facilitate the voluntary participation by private landholders to protect these values on Private Land, which in turn becomes part of the CAR Reserve System.
- 42C. Victoria will, for the duration of this Agreement, investigate and pursue opportunities to increase permanently protected areas as well as enhance conservation on Private Land through additions to the CAR Reserve System.

#### ***Threatened Fauna and Flora***

43. ~~NOT USED~~ ~~Where threatened species, ecological communities and threatening processes restricted to Victoria are listed under both the *Flora and Fauna Guarantee Act 1988* and the *Endangered Species Protection Act 1992*, any new or revised Action Statements will be jointly prepared to meet the requirements of both acts. Where the Action Statements meet the requirement of the *Endangered Species Protection Act 1992*, the Commonwealth agrees to adopt Action Statements as Recovery Plans under Section 46 of the *Endangered Species Act 1992*.~~
44. ~~NOT USED~~ ~~National Recovery Plans for items listed under both Acts and extending beyond Victoria will be prepared jointly with Victoria and other relevant governments, and incorporate the agreed Action Statement as the Victorian component of the National Recovery Plan.~~
45. ~~NOT USED~~ ~~Parties will continue to consult on the priorities for listing threatened species, ecological communities and threatening processes, and the preparation of Action Statements and Recovery Plans, recognising that priorities can change in the light of new information. Currently agreed priorities for the next five years are outlined in Attachment 4.~~
46. ~~NOT USED~~ ~~Parties agree that within five years pest plant and pest animal control programs will be developed in accordance with the East Gippsland Forest Management Area Plan.~~

#### **THE CAR RESERVE SYSTEM**

47. Parties agree that the primary function of the CAR Reserve System is to ensure the long-term conservation and protection of ~~e~~Environment and ~~h~~Heritage ~~v~~Values, Listed Species and Communities and Ecosystem Services, and that the CAR Reserve System will be maintained for this purpose. The CAR Reserve System includes the land described in Attachment 1.

47A. The Parties acknowledge that, in addition to the maintenance of the CAR Reserve System, achieving the long-term conservation and protection of Environment and Heritage Values, Listed Species and Communities and Ecosystem Services requires active management by Victoria to address Threatening Processes.

48. Parties agree that the CAR Reserve System ~~that is identified on Map 1 and~~ described in Attachment 1, in conjunction with the arrangements proposed for Private Land in Attachment 1, satisfies the JANIS Reserve Criteria<sup>1</sup>, through the provision of each of the constituent elements as described in clause 48A. Each element of the reserve system will be administered in accordance with Victorian legislation.

48A. The Parties agree that the CAR Reserve System established in accordance with this Agreement (including as it has been progressively added to and as further defined in Attachment 1), comprises:

- (a) Dedicated Reserves;
- (b) Informal Reserves;
- (c) areas with CAR Values protected by prescription; and
- (d) Private Land with CAR Values protected under secure management arrangements entered into with Private Land owners,

and that changes to the composition of these constituent elements enable the provision of adaptive and ecologically sustainable management of Forests.

49. Victoria agrees to implement the CAR Reserve System ~~tenure and zoning changes~~ described in Attachment 1. The extent of the CAR Reserve System within Dedicated Reserves and Informal Reserves:

- (a) at the time of the establishment of the Agreement in 1997 is identified on Map 1;
- (b) as at December 2019 is identified on Map 2; and
- (c) will be periodically mapped and made publicly available.

49A. Victoria agrees to maintain a CAR Reserve System in the East Gippsland RFA Region that satisfies the JANIS Reserve Criteria (through the provision of each of the constituent elements as described in clause 48A) and contributes towards the National Reserve System in respect of Forest communities.

49B. Victoria will use its best endeavours to progressively increase protection levels for priority EVCs as soon as practicable, subject to wood supply commitments.

49C. Victoria will use its best endeavours to conserve and protect all EVCs, with a particular focus on vulnerable, rare and endangered EVCs, both within the CAR Reserve System and off reserve (non-CAR Reserve components of State Forests and Private Land), by:

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<sup>1</sup>Proposed Nationally Agreed Criteria for the Establishment of a Comprehensive, Adequate and Representative Reserve System for Forests in Australia. A Report by the Joint Australian and New Zealand Environment and Conservation Council/Ministerial Council on Forestry, Fisheries and Aquaculture National Forest Policy Statement Implementation Sub-committee, September 1996.

- (a) identifying opportunities to reduce the extent and severity of Threatening Processes;
  - (b) increasing the protection of hollow bearing trees and tree ferns in relevant EVCs to maintain ecological processes;
  - (c) limiting the impacts of bushfires and planned burning and associated operational activities;
  - (d) actively managing pest plants and animals;
  - (e) investigating opportunities to implement alternative silviculture techniques such as variable retention harvesting;
  - (f) adapting to the impacts of natural disturbances, such as bushfires; and
  - (g) implementing any other mechanisms considered appropriate, as determined based on the best available science.
- 49D. Victoria commits to review the conservation status of EVCs prior to the commencement of each Five-yearly Review under this Agreement.
- 49E. Subject to clauses 50 and 50A, the Parties agree that changes will be periodically required to the CAR Reserve System to reflect changes in information or management arrangements and the impacts of natural disturbances such as bushfires.
50. Parties agree that ~~any~~ changes to that component of the CAR Reserve System in State ~~F~~forest will only occur in accordance with this Agreement, will not lead to a net deterioration in the protection of identified CAR Vvalues, and will be publicly available.
- 50A. The Parties note that, for the purposes of clause 50, the principles and guiding considerations that will inform changes to the CAR Reserve System in State Forests are:
- (a) providing for the highest and best value uses of Forests (greatest benefits);
  - (b) providing climate Refugia for Listed Species and Communities;
  - (c) increasing habitat connectivity;
  - (d) addressing Climate Change Vulnerability;
  - (e) considering the impacts on Forest Industries and other uses;
  - (f) considering the impacts on Ecosystem Services;
  - (g) providing for appropriate Forest structure and age distribution and sufficient protection and management of areas of maturing Forest to facilitate Old Growth Forest recruitment; and
  - (h) adapting to the impacts of natural disturbances such as bushfires on Forest values.
- 50B. Victoria will notify the Commonwealth of any substantive changes to the CAR Reserve System that may significantly impact on MNES or wood supply to industry.
51. Victoria agrees to;



- (a) produce, and publish and maintain in force at any given time by 30 June 1997 an amendment to the East Gippsland Forest Management Area Plan one or more Forest Management Plans that apply to the land within the RFA Region; and
- (b) review and update any Forest Management Plan that applies, either in part or wholly, to land within the East Gippsland RFA Region by December 2023 and at least every ten years thereafter for so long as this Agreement remains in effect.

~~that describes the changes to management zones and protection levels to different values brought about by this Agreement. In addition the amendment will:~~

- ~~• explain the role of the JANIS Reserve Criteria in attaining a CAR Reserve System; and~~
- ~~• amend the 'Guidelines for Reviewing Management Strategies and Zones' on page 79 of the Forest Management Area Plan as described in Box 1 in Attachment 5.~~

51A. For the purposes of clause 51, in reviewing the Forest Management Plans Victoria will have regard to all relevant matters, including (but not limited to):

- (a) the needs of the Forest in order to maintain ecosystem health and vitality;
- (b) Traditional Owner Country Plans or equivalent, associated strategies and agreements or relevant documents;
- (c) the objectives, targets and metrics in Victoria's current biodiversity strategy;
- (d) the broad range of values and uses of the Forest;
- (e) the impacts of Climate Change;
- (f) community aspirations and objectives;
- (g) the need for active management to reduce bushfire risk and support the recovery of Forests and communities that depend on them after bushfire;
- (h) threat management; and
- (i) actions for surface and groundwater catchment management and soils.

52. The Parties recognise that all Victorian Rainforest is protected from timber harvesting through the Forest Management System which, in addition to protecting Rainforest from disturbance will provide for the recovery of Rainforest in areas where it has been fragmented or disturbed range of mechanisms described in Attachment 1. Victoria will protect Rainforest communities from the impacts of timber harvesting through the use of appropriate buffers to maintain microclimatic conditions and protect from disease and other disturbance.

52A. The Parties note that, on 7 November 2019, Victoria committed to protecting all Old Growth Forest within Native Forests on Public Land from timber harvesting. Victoria will include in the Forest Management System mechanisms to protect all Old Growth Forest within Native Forests on Public Land from timber harvesting.

52B. Victoria commits to ensuring that, for the duration of the Agreement, all Rainforest and Old Growth Forest within Native Forests on Public Land will remain protected from timber harvesting.

## **Protection of Environment and Heritage Values**

52C. The Parties agree to maintain the level of protection of Environment and Heritage Values in the RFA Region, but recognise that minor changes to the manner in which such protections are implemented may occur as a result of changes to the CAR Reserve System in State Forest.

52D. The Parties agree that the CAR Reserve System, established in accordance with this Agreement, and the application of the Forest Management System in Victoria, protects Environment and Heritage Values. Further protection is provided through other mechanisms within the Forest Management System.

## **Climate Change**

52E. The Parties acknowledge:

- (a) Climate Change is driving more extreme weather and disturbance events that will impact on a wide range of Forest Values, including Biodiversity, water and Timber Resources;
- (b) Climate Change is a continuing and Threatening Process for Listed Species and Communities and other MNES;
- (c) Climate Change will have an impact on ESFM, the CAR Reserve System and the stability of Forests and Forest Industries;
- (d) integrating Climate Change adaptation into Forest Management, including the management of Listed Species and Communities and other MNES, is required to build resilience and manage climate risks and meet the objectives of ESFM;
- (e) the need to manage Forests to maintain or enhance the sequestration and storage of carbon;
- (f) that maintaining Native Forests, through the CAR Reserve System, the Forest Management System and other mechanisms, plays an important role in the effective management of carbon within the carbon cycle; and
- (g) that effective management of Forests to maintain functioning Forest Ecosystems in a changing climate is required to maintain the quality and quantity of water resources.

52F. The Parties agree to use their best endeavours to improve Climate Change resilience and future viability of Listed Species and Communities and other MNES informed by best practice approaches, best available science and Traditional Owner Knowledge.

52G. Victoria:

- (a) agrees to manage its Forests in accordance with the NFPS objectives and policies as they relate to Climate Change, adaptation and carbon;
- (b) will review the comprehensiveness, adequacy and representativeness of the CAR Reserve System by December 2021, having regard to current and forecast impacts of Climate Change using the best available science, and thereafter as part of each Five-yearly Review; and
- (c) will use reasonable endeavours to ensure that all EVCs that are Climate Change Vulnerable are afforded additional protections beyond that provided for under the JANIS Reserve Criteria.

52H. The Parties agree that, if the outcome of a Five-yearly Review indicates that Climate Change has had, or is forecast to have, a significant impact on the CAR Reserve System, Victoria will consider whether changes are required to the CAR Reserve System.

52I. For the purposes of clause 52H, Victoria must consider the impact that any changes to the CAR Reserve System may have on ESFM and the long-term stability of Timber and Forestry Products Industries.

## **FOREST INDUSTRIES DEVELOPMENT**

53. The Parties recognise the importance of Forest Industries to generating jobs and economic benefits for Victorian communities. The Parties intend that this Agreement will enhance opportunities for further growth and development of Forest Industries in the East Gippsland RFA Region.

~~will facilitate industry development through enhanced resource certainty, recognising that a purpose of this Agreement is to provide long term stability of forests and forest industries. The Commonwealth will facilitate industry development by not preventing enterprises obtaining, using or exporting timber, woodchips or unprocessed wood products sourced from the East Gippsland region. In addition, parties will encourage:~~

- ~~• introduction of new technology;~~
- ~~• value adding;~~
- ~~• utilisation of regrowth timber for sawn products;~~
- ~~• thinning of regrowth forests; and~~
- ~~• extraction of residual wood.~~

53A. Victoria is committed to:

- (a) supporting the expansion of a range of Forest Industries to drive jobs and economic benefits to rural and regional communities;
- (b) undertaking, as appropriate, activities to better quantify the benefits and impacts of a range of current and emerging Forest Industries; and
- (c) including data and information about a wide range of Forest Industries, values and uses in future reviews and reporting.

53B. Victoria will facilitate greater collaboration between Forest Industries to enable the highest and best use of the available Forest resources.

### **Timber and Forestry Products Industries**

53C. The Parties recognise that, from 1 July 2030, all commercial harvesting of Timber Resources from Native Forests on Public Land in Victoria will cease.

53D. The Parties recognise that, until 30 June 2030, State Forest outside the CAR Reserve System can be available for timber harvesting in accordance with the *Sustainable Forests (Timber) Act 2004* (Vic) and the Code of Practice for Timber Production.

53E. Victoria recognises that, until 30 June 2030, the provision of forecasts of the long- and medium-term supply of available Timber Resources from State Forest plays a vital role in supporting investment and diversification by Timber and Forestry Products Industries. In addition, Victoria

recognises that the provision of supply forecasts and the basis for their calculation is important to other Forest Industries and users, and the broader Victorian community.

53F. Victoria will forecast and make publicly available the Harvest Level from State Forests in the RFA Region. In determining the Harvest Level, Victoria will have regard to the following factors:

- (a) the requirements of ESFM for the RFA Region;
- (b) the area available for timber harvesting;
- (c) the inventory of timbers of each productive forest type (ash and mixed species eucalypt) in the area available for timber harvesting;
- (d) the forecast structure and growth rates of forests in the RFA Region having consideration to Climate Change, bushfires and other relevant factors;
- (e) any policy and regulatory obligations; and
- (f) any other relevant factors.

53G. When publishing and making available the Harvest Level, Victoria will specify the methodology and assumptions used to forecast the Harvest Level.

53H. Victoria commits to ensuring that the volume of Timber Resources harvested from State Forest in the RFA Region over the period 1 July 2019 to 30 June 2030, for both ash and mixed species, will not:

- (a) over any five year period from 1 July 2019 to 30 June 2030, exceed the cumulative total of the Harvest Level as calculated for each year of that five year period; or
- (b) in any given year, amount to more than 120 per cent of the annual Harvest Level for that year.

53I. Up until 30 June 2030, Victoria will:

- (a) review and, as necessary, adjust the Harvest Level at least once in every five-year period, taking into consideration the findings of the most recently completed RFA Five-yearly Review process and the findings of the most recent Major Event Review (if any); and
- (b) make the outcomes of these reviews publicly available.

53J. Should a Major Event with the potential to significantly impact the Harvest Level occur, Victoria commits to commencing a review of the Harvest Level within 12 months. A review undertaken following a Major Event can constitute the next regular review required under clause 53I.

53K. Victoria will annually report on the annual and cumulative harvest volume of Timber Resources taken for commercial purposes (including sawlog, pulp wood and commercial firewood) from State Forests in the RFA Region that has occurred since 1 July 2019 up until harvesting ceases on 30 June 2030.

53L. The Parties commit to working to remove regulatory barriers to, and stimulate private and public investment in, Timber and Forestry Products Industries across Victoria's Forest Estate, including:

- (a) new research and development, innovation and technology to maximise job creation and the efficient, high-value utilisation of timber; and

- (b) Plantation and farm forestry development, downstream processing, value-adding industries.

53M. As part of providing greater security of access to resources, the Commonwealth will not prevent enterprises obtaining, using or exporting Processed and Unprocessed Wood sourced from Forests in the East Gippsland RFA Region in accordance with this Agreement.

#### **Apiculture**

53N. The Parties recognise that the apiculture industry contributes to food security through the provision of crop pollination services and requires access to floral resources within Forests.

53O. The Parties support access to and management of select areas of Native Forest on Public Land to provide beekeepers with access to apiary sites for the purposes of apiculture.

#### **Tourism and recreation**

53P. The Parties acknowledge that nature-based tourism, cultural tourism and recreation associated with Native Forests provide a growing source of employment and revenue for regional communities.

53Q. The Parties support access to and management of select areas of Native Forest on Public Land to provide opportunities for a diverse range of recreation and tourism experiences.

#### **Carbon markets**

53R. The Parties acknowledge the social, environmental and economic opportunities from Forests presented by emerging carbon markets.

### **INDIGENOUS HERITAGE AND TRADITIONAL OWNER RIGHTS AND PARTNERSHIPS**

54. Victoria ~~agrees will, in accordance with the East Gippsland Forest Management Area Plan, formalise a consultation, participation and negotiation mechanism with the relevant Aboriginal groups in East Gippsland~~ to ensure the appropriate management and protection of Aboriginal heritage, including the maintenance of Traditional Owner identified living natural and biocultural uses and values ~~traditional and historic uses and values, in East Gippsland.~~

54A. The Parties agree that the Forest Management System provides a framework for the protection of Aboriginal Heritage Values.

54B. Victoria will ensure that the Forest Management System provides for the management and protection of Traditional Owner identified living natural and biocultural values and uses.

54C. Through self-determination, Victoria will empower Traditional Owners to lead the application of Traditional Owner Knowledge in land management practices and innovations, including tangible and intangible heritage and identity.

55. This Agreement is not intended to influence either current or future Native Title claims in any way. The Parties acknowledge that if any implementation of ~~Where any government action to implement~~ this Agreement could affect Native Title rights and interests, that action will be taken in accordance with the *Native Title Act 1993 (Cth)* and any future State legislation which deals with Native Title matters.

55A. This Agreement is not intended to influence or impact upon any agreements entered into under the *Traditional Owner Settlement Act 2010 (Vic)*, or those currently under negotiation. The

Parties acknowledge that if the implementation of this Agreement could affect rights under the Traditional Owner Settlement Act 2010 (Vic), that action will be taken in accordance with the Traditional Owner Settlement Act 2010 (Vic), and any agreements made under that Act that remain in force.

55B. The Parties acknowledge the:

- (a) cultural obligations and responsibilities of Traditional Owners under Traditional Owner cultural lore, including spiritual, mythological, religious and cultural practices;
- (b) legal rights of Victorian Traditional Owners to partner in land, cultural heritage, cultural, natural resource and ecological management on Country as provided for under law; and
- (c) rights of Traditional Owners to practice cultural activities and generate economic, environmental, cultural and social benefits from the management and use of Country.

55C. Victoria:

- (a) will ensure that Traditional Owners are empowered to have an active role in the management of Forests on Public Land on Country;
- (b) is committed to ensuring the involvement of Traditional Owners in decision making;
- (c) agrees to support the development of a Traditional Owner cultural landscapes strategy, which it will actively seek to implement once developed;
- (d) will actively seek to:
  - (i) implement relevant Traditional Owner Country Plans or equivalent, associated strategies and agreements; and
  - (ii) incorporate Traditional Owner Knowledge,  
when making decisions regarding the management of Forests;
- (e) will empower Traditional Owners to:
  - (i) develop a sustainable funding model to enable Traditional Owners to meaningfully partner in Forest Management;
  - (ii) identify opportunities for Traditional Owners to partner in land, water, fire and environmental management;
  - (iii) facilitate, where possible, the use of Country for traditional cultural practices including, but not limited to, cultural burning and healing by Traditional Owners;
  - (iv) lead the development of Traditional Owner knowledge management systems including identification and monitoring of MTOS;
  - (v) build awareness and appreciation of Traditional Owner cultures; and
  - (vi) identify economic and employment opportunities from Forests;
- (f) recognises that Traditional Owners seek greater access to privately managed Forests; and
- (g) acknowledges that the development and maintenance of Traditional Owner knowledge management systems will need to be adequately resourced to meaningfully inform Forest Management and Five-yearly Reviews.

55D. The Parties recognise the United Nations Declaration on the Rights of Indigenous Peoples, including the right for the Aboriginal people of Victoria to practise and revitalise their cultural traditions and customs. This includes the right to maintain, protect and develop their cultural traditions and customs, and Data Sovereignty.

## **PLANTATIONS**

56. The Parties note that in accordance with the terms of the *Export Control Act 1982* (Cth) or the regulations made thereunder, controls on the export of Processed and Unprocessed Wood sourced from Victorian Plantations will not apply where a code of practice for Victoria has been approved under regulation 4B of the *Export Control (Unprocessed Wood) Regulations* and that approval remains in effect. The Commonwealth will seek to remove export controls on unprocessed timber sourced from Victorian plantations before the end of March 1997.

56A. The Parties recognise that, while this Agreement is in place, Part 3 of the EPBC Act does not apply to Forestry Operations (including in relation to Plantations) within the East Gippsland RFA Region that are undertaken in accordance with the terms of this Agreement, except for Forestry Operations (including in relation to Plantations) that are undertaken in a World Heritage Place or Ramsar Wetland, or incidental to another action whose primary purpose does not relate to forestry.

56B. Parties agree that an expansion in the extent of hardwood and softwood Plantations on land that was cleared of Native Forest or native vegetation prior to the commencement of this Agreement (other than land on which Native Forest was harvested and regrown), consistent with environmental and heritage objectives, would be desirable and note that a range of new and existing initiatives will encourage investment in Plantations as a source of both sawlogs and pulpwood.

56C. The Parties recognise the important contribution of Plantations to the sustainable future of Victoria's Timber and Forestry Products Industries and the generation of jobs and economic benefits for Victorian communities. Victoria acknowledges that the expansion of the Plantation estate will assist in supporting the Timber and Forestry Products Industries to transition out of harvesting of State Forest by 30 June 2030.

56D. The Parties will use their best endeavours to reduce red tape associated with Plantation establishment.

56E. Victoria commits to supporting local governments to resolve regulatory issues associated with Plantation establishment.

56F. The Commonwealth agrees to work with Victoria to identify and pursue options for improving the regulatory environment for Plantations in Victoria.

## **OTHER FOREST USES**

57. Parties agree that ~~other~~ Forest uses ~~other than timber production~~ will be determined in accordance with Victorian legislation with due regard for protection of ~~e~~Environmental and ~~h~~Heritage ~~v~~Values, Listed Species and Communities and Ecosystem Services. In some limited circumstances that do not relate to the substance of this Agreement (~~for example foreign investment approval, export controls for non-forest products and major infrastructure developments~~) Commonwealth legislative provisions may also apply.

57A. The Parties recognise the wide range of values and uses afforded to Victorian communities from Forests and acknowledge:

- (a) that Victorians and visitors to Victoria access Forests in order to benefit from a wide range of cultural, recreation and leisure uses; and
  - (b) the health benefits, including physical and mental well-being, that people gain by accessing Forests.
- 57B. The Parties recognise the importance of forest-based recreational activities to Victorians and Victorian communities. Victoria is committed to ongoing community consultation to identify opportunities to enhance the recreational experiences Victorians have in their Forests.
- 57C. Victoria commits to, at a minimum, include specific references to the following when reviewing its Forest Management Plans (or future equivalents):
- (a) the impact of Forest Management on water supply and any associated actions for supply and catchment management;
  - (b) the need for the active management of Forests within the region in order to support a range of Forest values and uses, including Forest Industries; and
  - (c) the impacts of Climate Change.

### Ecosystem Services

- 57D. The Parties acknowledge the range of Ecosystem Services provided by healthy Native Forests and the benefits (both market and non-market) they provide to people and communities.
- 57E. The Parties also acknowledge the need to consider Ecosystem Services, including (but not limited to) carbon sequestration, water supply and pollination services, in actively managing Victoria's Forests to deliver the greatest benefits to Victorian communities.
- 57F. The Parties agree to contribute towards implementing the *Environmental Economic Accounting: A common national approach – Strategy and Action Plan*, including the valuation of Ecosystem Services, which aims to foster consistent application of the System of Environmental-Economic Accounting Framework.

### Mining Operations

58. The Parties recognise that any licence or other authority to undertake Mining Operations can only be granted in accordance with the provisions of the *Mineral Resources (Sustainable Development) Act 1990* (Vic) which, amongst other things, regulates the grant of licences and authorities within components of the CAR Reserve System. The Act provides that (subject to any relevant exemptions) no ~~under legislative provisions in Victoria, issuing of new exploration licences and subsequent mining is not permitted~~ or authority can be issued in respect of land that is within National Parks, Wilderness Parks, State Parks ~~and~~ or Reference Areas.
59. Subject to clause 58, the Parties recognise that, to the extent permitted under Victorian and Commonwealth legislation, and subject to any required assessment of environmental impacts, exploration and ~~M~~ining Operations may be permitted in ~~other~~ parts of the CAR Reserve System where the identified conservation values are not incompatible with exploration and ~~M~~ining Operations. ~~Victoria will ensure proposed mining activities in the CAR Reserve System will be the subject of an individual Environmental Effects Statement as defined by the Environment Effects Act 1978. In the case of exploration, the provisions of the Mineral Resources Development Act 1990 require the application of conditions to protect environmental values, and may in the case of proposed road construction or bulk sampling require an exploration impact~~



~~statement. Where such exploration activities are proposed in the CAR Reserve System, Victoria will ensure an impact statement is carried out.~~

- 59A. The Parties note that the *Mineral Resources (Sustainable Development) Act 1990* (Vic) provides for principles of sustainable development (being those specified in section 2A of the Act) to which regard should be given in the administration of the Act. These principles include the protection of biological diversity and the maintenance of ecological integrity. Victoria will ensure that these principles are considered when assessing proposals to undertake Mining Operations in the CAR Reserve System.
60. Rehabilitation of any mine site land that is the subject of a licence or extractive industry work authority granted under the *Mineral Resources (Sustainable Development) Act 1990* (Vic) will be carried out in accordance with the provisions of that Act ~~the *Mineral Resources (Sustainable Development) Act 1990*~~, and it will aim to achieve world's best practice.

## COMPETITION PRINCIPLES

61. The Parties recognise that under the Competition Principles Agreement, Governments aim to achieve more transparency and greater efficiency in Government owned business enterprises. The Commonwealth agrees that the day to day pricing and allocation arrangements for ~~wood~~ Forest Products from public Forests are matters for Victoria. Victoria confirms its commitment to the pricing and allocation principles set out in the National Forest Policy Statement and the application of competitive neutrality principles. ~~Victoria confirms that legislation and policies relevant to the allocation and pricing of hardwood logs from State forests will be reviewed as part of the Competition Principles Agreement before the end of 1999. Competitive neutrality principles will be taken into account in any changes following the review.~~

## RESEARCH AND TRADITIONAL OWNER KNOWLEDGE

62. The Parties note the results of the Comprehensive Regional Assessments of the Forest values of the East Gippsland RFA Region, the Further Assessment of Matters Report prepared in 2019 as part of the process of extending the Agreement, and the *Victorian State of the Forests Report 2018*, indicated a number of areas requiring further research. ~~Parties have outlined research priorities in Attachment 7.~~
- 62A. The Parties recognise and value both Traditional Owner Knowledge and the best available science for managing Forests and acknowledge the importance of combining different forms of knowledge to deliver ESFM practices and outcomes, including adaptation to evolving environmental, climatic, economic and social factors.
- 62B. Research priorities to support the holistic and adaptive management of Forests (including the management of Biodiversity, fire and water) will be reviewed and considered as part of each Five-yearly Review process, and will include both science and Traditional Owner Knowledge. Statewide research priorities are outlined in Attachment 7.
- 62C. The Parties agree that Traditional Owners have the right to substantially shape directions and priorities in the application of Traditional Owner Knowledge. Victoria commits to working with Traditional Owners to agree Traditional Owner Knowledge priorities for the management of Native Forests on Public Land at least once every five years for so long as the Agreement remains in effect.
63. Parties agree to consult each other in the development of future research projects that may affect the Agreement and note that the subject areas and priorities may change throughout the duration of the Agreement.

64. Parties agree to make publicly available, wherever possible, research reports relevant to this Agreement. ~~In addition, Victoria agrees to publish its rainforest research by December 1997.~~

## **FUNDING**

65. ~~NOT USED~~ ~~The p~~Parties agree that achieving the objectives of this Agreement will require the commitment of financial resources from both Governments.
66. ~~NOT USED~~ ~~The Commonwealth will consider assistance for the development of sustainability indicators and work on endangered species. Under these circumstances where possible and appropriate, Victoria will administer funds provided by, and on behalf of, the Commonwealth for projects agreed within the context of this Agreement. Where this occurs, Victoria will establish appropriate financial review and monitoring arrangements agreed by the Commonwealth.~~

## **DATA SHARING AGREEMENT**

67. The Parties recognise that the implementation and monitoring of this Agreement depends on appropriate mutual access to and the availability of relevant information owned and held by each of them. Subject to clause 69 and the Parties' respective obligations under law, the Parties agree to strengthen agreed arrangements for the custodianship of data as well as the sharing, updating, maintaining, accessing and archiving of data.

~~Parties also agree to lodge archival copies of data within six months of signing this Agreement. Parties agree to develop an agreement concerning the management of the data used to develop this Agreement within six months of signing. The data agreement will cover:~~

- ~~• ownership and custodianship;~~
- ~~• archival lodging and location and associated documentation standards; and~~
- ~~• access, use and maintenance of the data.~~

~~Parties also agree to lodge archival copies of data within six months of signing this Agreement.~~

68. Subject to clause 69, the Parties commit to a policy of open access to information and agree that all data held by each of them that is used for ongoing implementation and monitoring of this Agreement is published under the least restrictive AusGOAL endorsed licences (including Creative Commons) unless otherwise agreed.
69. For the purposes of clauses 67 and 68 of this Agreement, the Parties agree that neither Party is obliged to provide access to or make available information that is:
- (a) information in respect of which Traditional Owners assert Data Sovereignty; or
  - (b) confidential; or
  - (c) otherwise restricted.

## **Miscellaneous**

70. This Agreement may be executed in any number of counterparts, all of which taken together constitute one and the same instrument.

The Honourable John Howard MP )  
Prime Minister of the Commonwealth of Australia )  
on the third day of February 1997 )

The Honourable Jeff Kennett MLA )  
Premier of the State of Victoria )  
on the third day of February 1997 )

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## ATTACHMENT 1

### COMPREHENSIVE ADEQUATE AND REPRESENTATIVE (CAR) RESERVE SYSTEM

The National Forest Policy Statement (NFPS) established that the CAR Reserve System will in the first instance be selected from Public Land. Provision is also made in the JANIS Reserve Criteria for inclusion of Private Land in the CAR Reserve System, using the mechanism outlined in this Attachment.

In East Gippsland, the CAR Reserve System ~~on public land~~ primarily comprises areas established by legislation for conservation purposes (eg. National and State Parks) and areas reserved for conservation within the ~~East Gippsland Forest Management Plan~~ in Special Protection Zones (SPZ) in State Forest.

The CAR Reserve System has the following ~~three~~ four components, as described by the JANIS Reserve Criteria:

- i. Dedicated Reserves. This comprises reserves established through legislation for conservation purposes such as National Parks, State Parks or Flora and Fauna Reserves;:-
- ii. Informal Reserves. This comprises elements of the SPZ ~~shown on Map 1~~ in State Forest and other areas of Public Land;:-
- iii. Values Protected by Prescription. This comprises those elements of ~~SPZ~~ General Management Zone (GMZ) or Special Management Zone (SMZ) protected by regional prescriptions, including stream buffers ~~and all remaining #Rainforest and heathland vegetation together with a surrounding buffer Rainforest~~;:- and
- iv. Private Land mechanisms which ensure protection, such as covenants on freehold land as described in this Attachment.

As at December 2019, the total CAR Reserve System in East Gippsland is approximately 663,000 hectares. The Dedicated Reserve component of the CAR Reserve System covers 466,000 hectares, the Informal Reserve component 110,000 hectares, and the areas protected by prescriptions add another 87,000 hectares to the reserve system. There are 33 hectares of private land managed for conservation in line with the JANIS Reserve Criteria that forms part of the CAR Reserve System.

Map 1 illustrates the extent of the CAR Reserve System as at 1997 in East Gippsland in Dedicated Reserves and Informal Reserves as a consequence of this Agreement.

Map 2 illustrates the extent of the CAR Reserve System in the RFA Region in Dedicated Reserves and Informal Reserves as at December 2019. Levels of protection of Forest EVCs, non-Forest EVCs and Old Growth Forest in the CAR Reserve System as at December 2019 are shown in Tables 1a, 1b and 2a. Information presented in these tables reflects available data prior to the commencement of the 2019/20 bushfires in Victoria and does not reflect impacts to Forest or non-Forest EVCs and Old Growth Forest resulting from those bushfires. CAR Reserve System and EVC layers will continue to be updated over time, including to incorporate changes resulting from the 2019/20 bushfires.

The extent of the CAR Reserve System in the RFA Region in Dedicated Reserves and Informal Reserves, and the EVC spatial layer, will be stored in the Victorian Spatial Data Library and made publicly available via the Data.Vic website (<https://data.vic.gov.au/>).

To implement the CAR Reserve System Victoria will:

1. Within one year, change the tenure of the following areas of State forest to Dedicated Reserves as shown in Table 1 and illustrated on Map 1.

**Table 1: State forest areas to become Dedicated Reserves**

Map Reference	Locality	New Tenure
A	Ellery Creek	National Park
B	Martins Creek	Flora and Fauna Reserve
C	Goolengook	Flora and Fauna Reserve

Parties recognise that Victoria may need to amend the boundaries of the Martins Creek Flora and Fauna Reserve to accommodate future infrastructure development.

In the period between signing this Agreement and implementation of these tenure changes, Victoria will manage these areas in accord with the proposed tenure.

2. Amend the Zoning Scheme of the lower Snowy River Corridor to reflect accurately the Heritage River Corridor, and the zoning of State forest sites as identified in Table 2:

**Table 1a Representative conservation (percentage reservation status) of Forest EVCs<sup>a</sup> in the CAR Reserve System in the East Gippsland RFA Region as at 2019.**

Ecosystem type	EVC number	Pre-1750 extent (ha)	Current extent (ha)	Percent remaining	Status <sup>b</sup>	% of pre-1750 extent in the CAR Reserve System	% of current extent in the CAR Reserve System					% of current extent on private land
							Dedicated	Informal <sup>c</sup>	Prescription <sup>d</sup>	Private land covenants <sup>e</sup>	Total	
Banksia Woodland	14	40,838	39,395	96%	V	70%	59%	10%	3%	0%	73%	6%
Coast Banksia Woodland	2	3,440	3,410	99%	V	94%	94%	0%	0%	0%	94%	5%
Cool Temperate Rainforest*	31	9,728	4,241	44%	V	43%	64%	13%	22%	0%	99%	0%
Cut-tail Forest*	1506	46,015	46,015	100%	V	53%	31%	11%	11%	0%	52.9%	1%
Damp Forest*	29	232,132	230,636	99%	V	56%	34%	10%	12%	0%	56%	3%
Damp Sands Herb-rich Woodland*	3	772	484	63%	V	33%	52%	0%	0%	0%	52%	47%
Dry Rainforest*	34	92	26	29%	V	26%	85%	0%	5%	0%	90%	4%
Dry Valley Forest*	169	11	11	100%	R	80%	0%	80%	0%	0%	80%	2%
Foothill Box Ironbark Forest*	24	584	584	100%	E	99%	87%	10%	1%	0%	98.5%	0%
Gallery Rainforest*	135	848	306	36%	V	33%	23%	59%	9%	0%	90%	6%
Grassy Dry Forest	22	31,469	27,896	89%	-	39%	33%	5%	5%	0%	44%	34%
Grassy Woodland	175	37,963	34,079	90%	V	58%	64%	0%	0%	0%	64%	34%
Heathy Dry Forest	20	2,135	1,925	90%	V	56%	50%	4%	8%	0%	61.6%	12%
Herb-rich Foothill Forest	23	13	13	100%	V	98%	0%	98%	0%	0%	98%	0%
Limestone Box Forest	15	8,215	6,413	78%	V	47%	41%	17%	2%	0%	60.2%	25%
Littoral Rainforest*	4	440	49	11%	V	9%	79%	0%	0%	0%	79%	13%
Lowland Forest*	16	274,549	261,564	95%	V	41%	25%	12%	7%	0%	42.8%	7%

Montane Damp Forest	38	13,203	13,200	$\frac{100}{\%}$	$\frac{V}{A}$	78%	70%	5%	3%	0%	78%	0%
Montane Dry Woodland	36	65,543	59,322	91%	$\frac{V}{A}$	55%	53%	4%	3%	0%	60%	18%
Montane Grassy Woodland*	37	17,434	10,705	61%	$\frac{V}{A}$	25%	32%	3%	5%	0%	40%	42%
Montane Riparian Woodland*	40	4,939	3,027	61%	$\frac{V}{A}$	12%	13%	5%	1%	0%	20%	59%
Montane Wet Forest	39	13,068	13,068	$\frac{100}{\%}$	$\frac{V}{A}$	78%	75%	1%	3%	0%	78%	0%
Riparian Forest*	18	27,446	17,668	64%	$\frac{V}{A}$	37%	23%	32%	2%	0%	56.8%	28%
Riparian Scrub/Swampy Riparian Forest Mosaic	17	21,411	19,195	90%	$\frac{N}{A}$	57%	37%	17%	10%	0%	63%	11%
Shrubby Dry Forest	21	224,888	220,970	98%	$\frac{V}{A}$	61%	49%	6%	8%	0%	62%	6%
Shrubby Foothill Forest	45	2	2	$\frac{100}{\%}$	$\frac{V}{A}$	100%	0%	100%	0%	0%	100%	0%
Sub-alpine Woodland	43	8,739	8,672	99%	$\frac{V}{A}$	93%	91%	3%	0%	0%	94%	2%
Tableland Damp Forest*	35	5,083	5,026	99%	$\frac{V}{A}$	50%	34%	13%	3%	0%	50.7%	2%
Valley Grassy Forest*	47	21,754	17,634	81%	$\frac{V}{A}$	29%	16%	13%	6%	0%	35.7%	39%
Warm Temperate Rainforest*	32	33,167	13,686	41%	$\frac{V}{A}$	37%	34%	28%	28%	0%	90%	2%
Wet Forest	30	31,558	31,558	$\frac{100}{\%}$	$\frac{V}{A}$	64%	52%	6%	6%	0%	64%	1%
Cool Temperate Rainforest niche	31	N/A	5,486	$\frac{N}{A}$	$\frac{N}{A}$	N/A	60%	12%	22%	0%	95%	0%
Dry Rainforest niche	34	N/A	65	$\frac{N}{A}$	$\frac{N}{A}$	N/A	85%	0%	5%	0%	90%	5%
Gallery Rainforest niche	135	N/A	540	$\frac{N}{A}$	$\frac{N}{A}$	N/A	26%	55%	9%	0%	90%	6%
Littoral Rainforest niche	4	N/A	385	$\frac{N}{A}$	$\frac{N}{A}$	N/A	84%	1%	0%	0%	85%	8%
Warm Temperate Rainforest niche	32	N/A	19,432	$\frac{N}{A}$	$\frac{N}{A}$	N/A	35%	24%	27%	0%	86%	2%

**Table 1b Representative conservation (percentage reservation status) of non-Forest EVCs<sup>a</sup> in the CAR Reserve System in the East Gippsland RFA Region as at 2019.**

Ecosystem type	EVC number	Pre-1750 extent (ha)	Current extent (ha)	Percent remaining	Status <sup>b</sup>	% of pre-1750 extent in the CAR Reserve System	% of current extent in the CAR Reserve System					% of current extent on private land
							Dedicated	Informal <sup>c</sup>	Prescription <sup>d</sup>	Private land	Total	
Alpine Coniferous Shrubland	156	3	3	100%	E	100%	100%	0%	0%	0%	100%	0%
Alpine Damp Grassland	1002	62	62	100%	E	100%	100%	0%	0%	0%	100%	0%
Alpine Grassland	1001	113	113	100%	E	100%	100%	0%	0%	0%	100%	0%
Alpine Grassy Heathland	1004	87	87	100%	E	100%	100%	0%	0%	0%	100%	0%
Blackthorn Scrub	27	5,078	5,068	100%	V	86%	60%	21%	5%	0%	86%	1%
Brackish Sedge/land	13	192	192	100%	R	100%	100%	0%	0%	0%	100%	0%
Clay Heathland	7	2,882	2,431	84%	-	45%	47%	4%	2%	0%	53%	22%
Coastal Dune Scrub/Coastal Dune Grassland Mosaic	1	3,305	3,264	99%	N/A	93%	94%	0%	0%	0%	94%	1%
Coastal Lagoon Wetland*	11	854	843	99%	R	79%	79%	1%	0%	0%	80%	18%
Coastal Saltmarsh	9	1,263	1,214	96%	V	60%	62%	1%	0%	0%	62%	30%
Coastal Sand Heathland*	5	673	656	97%	R	90%	93%	0%	0%	0%	93%	7%
Dunes	994	1,920	1,896	99%	N/A	98%	99%	0%	0%	0%	99%	0%
Estuarine Wetland*	10	856	844	99%	V	48%	27%	21%	0%	1%	49%	7%
Montane Riparian Thicket*	41	29	29	100%	R	10%	1%	0%	9%	0%	10%	2%
Riparian Shrubland*	19	648	647	100%	R	83%	71%	12%	0%	0%	83%	9%
Riverine Escarpment Scrub	82	5	5	100%	R	100%	37%	63%	0%	0%	100%	0%
Rocky Outcrop Shrubland	28	1,602	1,602	100%	-	98%	97%	1%	0%	0%	98%	0%
Sand Heathland*	6	98	98	100%	R	7%	7%	0%	0%	0%	7%	92%
Sub-alpine Treeless Vegetation	44	1,842	1,814	98%	V	86%	84%	1%	1%	0%	87%	5%
Sub-alpine Wet Heathland*	210	149	149	100%	E	99%	99%	0%	0%	0%	99.4%	0%



Sub-alpine Wet Heathland/Alpine Valley Peatland Mosaic	211	11	11	100%	N/A	100%	100%	0%	0%	0%	100%	0%
Water Body - estuary	1107	6,177	6,175	100%	N/A	100%	39%	0%	0%	0%	40%	1%
Water Body - Fresh	992	889	884	100%	N/A	54%	51%	2%	1%	0%	54%	4%
Wet Heathland	8	31,558	9,778	31%	-	24%	52%	21%	3%	0%	77%	4%
Wet Swale Herbland*	12	782	781	100%	R	98%	99%	0%	0%	0%	99%	1%

NOTES ACCOMPANYING TABLES 1a and 1b

a. The figures shown in this table are based on modelled information mapped at a scale of 1:100,000 derived during the pre-1750 analysis of vegetation types in East Gippsland and are therefore only approximate. EVC mapping used in 1997 has been revised to ensure the state-wide EVC data set is based on the best available information and integrates new methods of mapping and modelling vegetation across Victoria.

b. E=endangered, V=vulnerable, R=rare in accordance with the JANIS Reserve Criteria. Complexes, Mosaics, Aggregates and Niches are mapping units and not assigned a conservation status. EVCs are determined on site and the relevant conservation status for the field verified EVC would apply.

c. Informal Reserve includes broad areas and linear elements of SPZ and other informal reserves.

d. This comprises areas of GMZ and SMZ protected by prescription, including stream buffers and rainforest as outlined in the Code of Practice, where these values and prescriptions are identified spatially. Areas protected by prescription are modelled only and subject to field verification.

e. Private Land Covenants includes areas protected under conservation covenants under the *Victorian Conservation Trust Act 1972* and Land Management Cooperative Agreements under the *Conservation Forests and Lands Act 1987*.

Rainforest Niche: Mapping unit – indicates area of potential or unverified modelled rainforest as distinct from confirmed rainforest.

\* Indicates priority EVCs for increased protection in the CAR Reserve System. Priorities for inclusion in the CAR Reserve System have been identified according to the remaining extent occurring on private or public land and the ability of publicly managed land to meet the conservation objectives for EVCs.

**Table 2a Representative conservation of Old Growth Forest in the CAR Reserve System in the East Gippsland RFA Region<sup>a</sup> as at 2019.**

<u>Ecological Vegetation Class</u>	<u>Area EVC (ha)</u>	<u>Percent of EVC as Old Growth (%)</u>	<u>Area Old Growth (ha)</u>	<u>Percent of Old Growth Forest in the CAR Reserve System</u>				
				<u>Dedicated Reserve</u>	<u>Informal Reserve<sup>b</sup></u>	<u>Prescription<sup>c</sup></u>	<u>Private Land covenants</u>	<u>Total</u>
Banksia Woodland	39,395	13%	5,081	82%	12%	1%	0%	95%
Blackthorn Scrub	5,068	20%	1,023	73%	11%	5%	0%	89%
Clay Heathland	2,431	1%	15	0%	0%	7%	0%	8%
Coast Banksia Woodland	3,410	4%	149	100%	0%	0%	0%	100%
Coastal Dune Scrub/Coastal Dune Grassland Mosaic	3,264	6%	189	100%	0%	0%	0%	100%
Coastal Lagoon Wetland	843	1%	7	82%	18%	0%	0%	100%
Coastal Saltmarsh	1,214	0%	3	100%	0%	0%	0%	100%
Cool Temperate Rainforest	4,241	47%	1,995	75%	10%	14%	0%	99%
Cool Temperate Rainforest - former niche	4,241	58%	2,478	79%	9%	11%	0%	99%
Cut-tail Forest	46,015	21%	9,558	70%	13%	5%	0%	88%
Damp Forest	230,636	9%	19,856	48%	15%	12%	0%	75%
Dry Rainforest	26	12%	3	77%	0%	7%	0%	84%
Dry Rainforest - former niche	26	37%	10	84%	0%	3%	0%	87%
Dunes	1,896	0%	7	100%	0%	0%	0%	100%
Estuarine Wetland	844	1%	8	45%	30%	1%	0%	77%
Foothill Box Ironbark Forest	584	22%	130	90%	6%	2%	0%	98%
Gallery Rainforest	306	10%	30	33%	46%	18%	0%	97%
Gallery Rainforest - former niche	306	21%	64	33%	50%	12%	0%	96%
Grassy Dry Forest	27,896	5%	1,369	66%	1%	8%	0%	75%
Grassy Woodland	34,079	0%	17	97%	1%	0%	0%	98%
Heathy Dry Forest	1,925	3%	55	97%	0%	0%	0%	97%
Limestone Box Forest	6,413	5%	340	51%	28%	5%	0%	84%
Littoral Rainforest - former niche	49	28%	14	95%	0%	0%	0%	96%
Lowland Forest	261,564	3%	7,423	32%	20%	6%	0%	58%
Montane Damp Forest	13,200	4%	584	53%	16%	5%	0%	74%
Montane Dry Woodland	59,322	2%	927	55%	18%	3%	0%	77%
Montane Grassy Woodland	10,705	0%	12	50%	3%	5%	0%	58%
Montane Riparian Woodland	3,027	0%	4	21%	62%	6%	0%	88%
Montane Wet Forest	13,068	8%	1,096	83%	2%	3%	0%	89%
Riparian Forest	17,668	2%	346	40%	47%	3%	0%	90%
Riparian Scrub/Swampy Riparian Forest Mosaic	19,195	5%	876	77%	11%	3%	0%	91%
Riparian Shrubland	647	2%	12	68%	18%	0%	0%	86%
Rocky Outcrop Shrubland	1,602	6%	95	95%	0%	0%	0%	95%
Sand Heathland	98	4%	4	92%	0%	0%	0%	92%

Shrubby Dry Forest	220,970	8%	18,341	61%	7%	8%	0%	76%
Sub-alpine Treeless Vegetation	1,814	1%	9	54%	21%	1%	0%	76%
Sub-alpine Woodland	8,672	2%	167	58%	24%	0%	0%	83%
Tableland Damp Forest	5,026	23%	1,136	62%	18%	2%	0%	82%
Valley Grassy Forest	17,634	7%	1,215	22%	19%	17%	0%	57%
Warm Temperate Rainforest	13,686	21%	2,835	47%	23%	25%	0%	96%
Warm Temperate Rainforest - former niche	13,686	26%	3,510	51%	19%	24%	0%	94%
Water Body - estuary	6,175	0%	9	28%	0%	0%	0%	28%
Wet Forest	31,558	23%	7,333	79%	7%	4%	0%	89%
Wet Heathland	9,778	1%	99	48%	44%	1%	0%	92%
Wet Swale Herbland	781	0%	3	100%	0%	0%	0%	100%

a. The figures shown in this table are based on the 2019 version of Victoria's modelled extent of Old Growth Forest (MOG) and are therefore only approximate.

b. Informal Reserve includes broad areas and linear elements of SPZ greater than 100 metres and other informal reserves.

c. This comprises those elements of GMZ and SMZ protected by prescriptions.

d. Private Land covenants includes areas protected under conservation covenants under the *Victorian Conservation Trust Act 1972* and Land Management Cooperative Agreements under the *Conservation Forests and Lands Act 1987*.

**Table 2: Amendment to State forest Management Zones**

Site Number	Current Zone	New Zone
1	SMZ	SPZ
2	SMZ	SPZ
3	SMZ	SPZ
4	SMZ	SPZ
11	GMZ	SPZ
12	GMZ	SPZ
15	GMZ	SPZ
16	GMZ	SPZ
24	GMZ	SPZ
29	GMZ	SPZ
31	GMZ	SPZ
33	GMZ	SPZ
34	GMZ	SPZ
35	GMZ	SPZ
39	GMZ	SPZ
43	GMZ	SPZ
45	GMZ	SPZ
53	GMZ	SPZ
56	GMZ	SPZ
59	GMZ	SPZ
62	GMZ	SPZ
64	GMZ	SPZ
67	GMZ	SPZ
69	GMZ	SPZ
71	GMZ	SPZ
72	GMZ	SPZ
73	GMZ	SPZ
74	GMZ	SPZ
88	GMZ	SPZ
112	SMZ	SPZ
125	GMZ	SPZ
129	GMZ	SPZ

143	GMZ	SPZ
157	SMZ	SPZ
158	SMZ	SPZ
170	GMZ	SPZ
180	GMZ	SMZ
95	SPZ	SMZ
96	SPZ	GMZ
101	SPZ	SMZ
103	SPZ	GMZ
106	SPZ	SMZ
107	SPZ	SMZ
114	SPZ	SMZ
130	SPZ	GMZ
135	SPZ	GMZ
136	SPZ	GMZ
183	SPZ	GMZ

SPZ– Special Protection Zone

SMZ– Special Management Zone

GMZ– General Management Zone

The change in status of each site will be effective on the signing of this Agreement.

Levels of protection achieved in the CAR Reserve System by this Agreement will be included in the amendment to the East Gippsland Forest Management Area Plan.

### **Endangered, Vulnerable or Rare EVCs**

The conservation status of EVCs in the East Gippsland region has been assessed in line with the national reserve criteria (JANIS 1997). EVCs which are classified as rare, vulnerable or endangered according to the national reserve criteria are presented in Table 1a and 1b.

In line with JANIS 1997 reservation objectives, all remaining occurrences of rare and endangered EVCs should be reserved or protected by other means as far as is practicable, and at least 60 percent of the remaining extent of vulnerable EVCs should be reserved.

The conservation status assessment of EVCs has been conducted using the best available information and considered the impact of past and potential future Threatening Processes relevant to EVCs within the East Gippsland region.

Threatening Processes considered in this assessment included: land clearance, damaging fire, weed invasion, timber harvesting, sea level rise, climate change, overabundant or introduced grazers and browsers, livestock grazing, cropping and the cumulative effect of these threats.

Within the East Gippsland region 50 EVCs are mapped. Of these, 29 have been assessed as Vulnerable, 9 as Rare and 6 as Endangered.

Victoria will use best endeavours to further reserve priority EVCs (indicated in Table 1a and 1b) and make changes to its CAR Reserve System as a result of changes in knowledge and changes in biota (e.g. through Climate Change). Values protected by prescription have been estimated using spatial models where available however the CAR Reserve System will be amended from time-to-time depending on field verification of these values.

## **RAINFOREST PROTECTION IN THE CAR RESERVE SYSTEM**

All rainforest in Victoria, including a surrounding buffer, is excluded from timber harvesting. This is achieved through a hierarchical rainforest protection reserve system. An NRE Technical Report to be published by the end of 1997 will fully explain the system. The report will include a description of Sites of Significance for Rainforest and their levels of significance (National, State and Regional) and how these are managed. The report will also detail how core zones, which contain the major rainforest stands, have been identified within each site of significance and how they contributed to the design of the SPZ in the Forest Management Plan.

Prior to this Agreement the approximate protection of core zones within Dedicated Reserves was 70%, 42% and 32% for sites of National, State and Regional significance respectively. These protection levels were augmented through the creation of Informal Reserves (part of the SPZ) in the East Gippsland Forest Management Plan. Selection of core zones for inclusion in Informal Reserves was based on their significance, the amount of past disturbance in the vicinity and the degree to which comparable areas were represented in Dedicated Reserves. These Informal Reserves increased the total reservation of rainforest core zones to 90%, 66% and 65% respectively.

All remaining rainforest stands are protected in the prescription component of the SPZ through the implementation of the Code of Forest Practices for Timber Production. The key elements of the Code with respect to rainforest conservation include:

- maintaining at least 20m buffers around linear strips of rainforest and 40m buffers around the larger stands;
- the protection of buffers from damage caused by trees felled in adjacent areas, and
- the requirement that rainforest be identified on each coupe plan and that buffers be identified in the field.

The protection of rainforest has been enhanced through this Agreement by the establishment of the Martins Creek and Goolengook Flora and Fauna Reserves. Protection within the Dedicated Reserves is now afforded to most stands in all National Rainforest Sites of Significance.

## **PRIVATE LAND**

The NFPS established that the CAR Reserve System will in the first instance be selected from Public Land. However, the NFPS and National Reserve Criteria (JANIS 1997) recognise that a range of strategies will be appropriate for protecting Biodiversity on Private Land. These range from purchase of priority areas for inclusion in the reserve system, to mechanisms which ensure protection, such as covenants on freehold land. Inclusion of Private Land in the CAR Reserve System will be voluntary.

Mechanisms which provide for the protection of Biodiversity on Private Land in Victoria include:

- conservation covenants under the *Victorian Conservation Trust Act 1972* (Vic);
- Land Management Cooperative Agreements under the *Conservation Forests and Lands Act 1987* (Vic);
- Wildlife Management Cooperative Areas under the *Wildlife Act 1975* (Vic);
- critical habitat provisions of the *Flora and Fauna Guarantee Act 1988* (Vic); and
- provisions of the *Planning and Environment Act 1987* (Vic).

Private Land protected by conservation covenants and Land Management Cooperative Agreements in the East Gippsland RFA Region have been included in the CAR Reserve System as at 2019.

Priority EVCs for inclusion in the CAR Reserve System as at 2019 have been identified in Table 1a and 1b based on their conservation status. Priorities for permanent protection on Private Land should be guided by Victoria's Biodiversity Strategy (Biodiversity 2037), Regional Catchment Strategies, cost-effective decision-support tools and relevant agencies' strategic plans (e.g. Trust for Nature).



**NOT USED****LISTING, PROTECTION AND MANAGEMENT OF NATIONAL ESTATE VALUES IN EAST GIPPSLAND****PROTECTION AND MANAGEMENT OF NATIONAL ESTATE VALUES**

1. ~~Both parties endorse the findings of the Australian Heritage Commission/Dept Natural Resources and Environment (AHC/DNRE) study of National Estate in East Gippsland (the Joint Study) and agree that national estate values exist as documented in publicly available plots of GIS coverages and the following published documents: *Methods Papers: East Gippsland National Estate Assessment, Volume One – Natural Values (1996)*; *Methods Papers: East Gippsland and Central Highlands Joint Forest Projects, Volume Two – Cultural Values (1994)*; and, *Comprehensive Regional Assessment – East Gippsland – National Estate Report (1996)*.~~
2. ~~Both parties recognise that the extensive and systematic information and regional framework provided by the Joint Study and this Agreement provide a unique regional context for national estate values in East Gippsland.~~
3. ~~Both parties agree that many of the national estate values are well reserved in the CAR Reserve System and that the East Gippsland Forest Management Area Plan incorporates the conservation of many other national estate values within the region.~~
4. ~~Both parties agree that national estate values will be conserved through the application of the principles for managing national estate values as detailed in Section 6.4 of the East Gippsland Forest Management Area Plan.~~
5. ~~Both parties endorse the continuing joint preparation of a set of management guidelines, the *Guidelines for the Management of Cultural Heritage Values in the Forests, Parks and Reserves of East Gippsland* and agree to finalise this document by June 1997. When completed Victoria agrees to manage in accordance with these guidelines.~~
6. ~~Victoria will formalise a consultation, participation and negotiation mechanism with relevant Indigenous groups to ensure appropriate management of Indigenous heritage in East Gippsland, including the maintenance of traditional and historic uses and values.~~
7. ~~Both parties agree to maintain the databases of the values identified in the Joint Study and cooperate in relation to access to the data.~~
8. ~~Parties agree that the sensitivity or resilience of each national estate value, and the appropriate approach to management of each value is as shown in Appendix 1 to this attachment.~~

## ***LISTINGS IN THE REGISTER OF THE NATIONAL ESTATE***

### ***Existing Listings***

9. Parties note that the Commission has agreed to update the Statements of Significance and condition and description statements for all existing listings to incorporate the results of the Joint Study.

- Existing National Estate places are to remain in the Register of the National Estate—the results of the Joint Study verify the listing of existing National Estate places. Areas on the Register that encompass a variety of land tenures will have their Statements of Significance updated with the values identified in the Joint Study, and the Condition Statement amended to reflect the protection and management status of the area they cover.

### ***Listings Arising from the Joint Study***

10. Parties agree to recommend to the Commission new listings which will include national estate values protected by reservation, by reserve management prescription, by site exclusion, by consultation processes or other measures appropriate to the value, or which are robust and not affected by harvesting or other off reserve management regimes or activity.

11. Parties note that the Commission will work in cooperation with Victoria in delineating places for National Estate listing. The identification of these areas will be based on the following principles:

- New listings in Dedicated Reserves (within the CAR Reserve System) and Informal Reserves, the boundaries of which are unlikely to change, should be distinct places and may be based on any national estate values.
- Listing of other National Estate places outside the CAR Reserve System will be based on robust values and those values that are protected by forest management prescription. Areas of contiguous values will be listed as a single National Estate place.
- Boundaries for listing National Estate places outside the CAR Reserve System will be based on identified values and will follow natural topographic features and/or roads as appropriate. In areas where a national estate value overlaps an Informal Reserve, but also continues outside that reserve, the full coverage of the value will be listed and it will be recognised that a portion of this value is protected.
- For places arising from the Joint Study, only places identified by the above principles will be listed in the Register of the National Estate.

12. Both parties note that the identification and assessment of national estate values for the CRA has been completed with the only exception being Indigenous heritage. Parties note that the Commission will continue to work with Victoria and Indigenous communities in an effort to finalise this work.

### ***Future Listings***

13. The parties note that the Commission does not intend to undertake any further major regional studies of forests in East Gippsland.



- ~~14. Parties note that the Commission confirms that, based on the Joint Study, there is no evidence to identify additional large areas with national estate values in the forested areas of East Gippsland and that it therefore does not anticipate listing additional large places in the region.~~
- ~~15. Parties note that future nominations will be referred to them by the Commission. The parties agree to work cooperatively and in a timely fashion in considering whether such nominations will be recommended to the Commission for listing. The parties are to compare the nominations with the existing agreed East Gippsland national estate database, and to consider any new research or information provided. Parties will also jointly agree on any future recommendations to the Commission for listing. The parties note that the Commission will work cooperatively with Victoria on the detail of any consequent listings that may arise.~~

#### ***STATUTORY ADVICE***

- ~~16. Both parties have agreed that all identified national estate values will be considered in ongoing management decisions and that the advice of the Commission will be sought in relation to proposed actions which might adversely affect national estate values in East Gippsland, notwithstanding that some of these values may be in areas that are not within the CAR reserve system and are not within places in the Register of the National Estate. Parties note that the Commission will take into account the outcomes of the RFA work in providing its advice, and will continue to provide such advice in a regional context.~~
- ~~17. The parties note that the Commission may delegate the section 30 function for the East Gippsland RFA area to an appropriate official in a Victorian Agency. This delegation would be limited to the East Gippsland RFA area, and those operations which affect those aspects of the forest estate documented in the CRA.~~

**NOT USED****MILESTONES**

<b>Clause</b>	<b>Action</b>	<b>Timeline</b>
20	Commonwealth to seek passage of amendments to woodchip export regulations under the <i>Export Controls Act 1982</i>	June 1997
29	Victoria to implement an on-going quality assurance programme	2000
34	Victoria to complete and publish regional prescriptions for timber production	December 1997
34	Victoria to complete and publish management plans for all National and State Parks	December 1998
34	Victoria to implement the Integrated Forest Planning System and the Statewide Forest Resource Inventory	2001
38	Victoria and the Commonwealth to assess the outcomes of the Montreal Process Implementation Group (MIG) process	December 1997
40	Victoria and the Commonwealth to develop sustainability indicators	2002
45	Victoria and the Commonwealth to undertake and where relevant complete threatened species work as detailed in Attachment 4	2002
46	Victoria to develop programs for pest plant and pest animal control	2002
49	Victoria to implement agreed tenure changes to establish the CAR Reserve System	February 1998
51	Victoria to publish an amendment to the East Gippsland Forest Management Area Plan	June 1997
56	Commonwealth to seek to remove export controls for timber sourced from all Victorian plantations	March 1997
61	Victoria to complete a review in accordance with the Competition Principles Agreement	1999
64	Victoria to publish its rainforest research	December 1997
67	Victoria and the Commonwealth develop a data agreement and lodge archival copies of data	June 1997

The milestones in this Attachment should be read in conjunction with the relevant clauses in the Agreement.

## **THREATENED FLORA, FAUNA LISTED SPECIES AND COMMUNITIES**

Both parties recognise the range of mechanisms in place to conserve the habitat of ~~rare and threatened flora and fauna~~ Listed Species and Communities in the East Gippsland ~~RFA region~~ Region. These include protection within ~~Dedicated Reserves and the Special Protection Zone (SPZ) or Special Management Zone (SMZ) in State forest,~~ the CAR Reserve System, protection of key habitats such as ~~Rainforest~~, heathlands and rare or threatened Ecological Vegetation Classes (EVCs) under the Forest Management Plan, and the development of ~~Action Statements for species listed under the Flora and Fauna Guarantee Act 1988 and Recovery Plans for species listed under the Endangered Species Protection Act 1992.~~ Statutory Conservation Planning Documents for Listed Species and Communities.

~~Current priorities~~ at the signing of the East Gippsland RFA for nomination and developing Recovery Plans and Action Statements for fauna, flora and EVCs are as follows, and the status of progress made as at December 2019, are outlined in Tables 1-3.

### **Flora and Fauna Guarantee Act listing process**

The process for listing species, communities and potentially Threatening Processes under the FFG Act begins with a public nomination. The nomination is assessed by the independent Victorian Scientific Advisory Committee (SAC) to determine its validity and eligibility. The SAC then publishes a preliminary recommendation for public comment. A final recommendation is prepared once the SAC has considered any public comments and is forwarded to the responsible Minister(s) for decision. Both the SAC and the Minister(s) must only have regard to nature conservation matters when considering and/or deciding on nominations for listing.

Changes to the Threatened List or the Processes List established under the FFG Act occurs via an Order in Council. A nomination to change or revoke the listing of a currently listed item follows the same process.

It should be noted that recent amendments to the FFG Act provide for the responsible Minister to recommend to the Governor in Council to specify taxa of flora or fauna in the Threatened List that are included in the Victorian Advisory Lists immediately prior to commencement of the amended Act. As such, many of the taxa listed as priorities for nomination in Table 2 may be listed without formal public nomination.

### **EPBC Act Nomination, Prioritisation, Assessment and Listing Process**

Any person may nominate a native species, ecological community or Threatening Process for assessment and listing under the EPBC Act.

The Minister responsible for the EPBC Act (the Minister) invites nominations each year ahead of a new assessment cycle. Nominations submitted within the advertised invitation period that satisfy the EPBC Regulations are forwarded to the Threatened Species Scientific Committee, who prepare a Proposed Priority Assessment List (PPAL) of nominations. The PPAL may include species that are brought forward by the states and territories through the Common Assessment Method. The Common Assessment Method is a consistent approach to the assessment and listing of nationally threatened species across Australian jurisdictions, which enables assessments undertaken by one jurisdiction to

be considered and accepted by another, under their legislation, ensuring that species are listed in the same threat category across all relevant Australian jurisdictions.

In preparing the PPAL, the Committee considers a range of factors including:

- the level of threat to the species or ecological community;
- the effects of listing the species, ecological community or Threatening Process, for example in terms of legislative protection and threat abatement;
- the capacity to effect recovery of the species or ecological community, or to abate the Threatening Process;
- the degree to which the nomination considers the national extent of the species, ecological community or Threatening Process;
- the species or ecological community as a component of Biodiversity;
- the availability and relevance of information on which an assessment can be based; and
- the conservation theme/s determined for that year's call for nominations.

The PPAL is provided to the Minister, who then has 20 business days to make amendments to the proposed priorities, before it automatically becomes the Finalised Priority Assessment List (FPAL). The FPAL is the list of species, ecological communities and Threatening Processes that have been prioritised for assessment by the Threatened Species Scientific Committee for a particular assessment period (commencing 1 October each year). The FPAL is published on the Commonwealth Department of Agriculture, Water and the Environment's website.

Items included in the FPAL are assessed by the Committee within the timeframe set by the Minister. The Committee invites public and expert comment on the nominations during the assessment. The Committee's advice is provided to the Minister, who decides whether the species, ecological community or Threatening Process is eligible for listing under the EPBC Act and makes amendments to the lists.

**1. Priority fauna species as at 1997 for preparation of Recovery Plans/ Action Statements (showing December 2019 status).**

<b><u>Species Name</u></b> <b><u>Scientific name</u></b>	<b><u>Common Name</u></b>	<b><u>Activity</u></b>	<b><u>Status of Action Statement /</u></b> <b><u>Recovery Plan (December 2019)</u></b>
<b>Mammals</b>			
<i>Petrogale penicillata</i>	Bush-tailed Rock-wallaby	Recovery Plan & Review Action Statement	Action Statement approved 1992  Recovery Plan approved 10 February 2012
<i>Dasyurus maculatus</i> <i>maculatus</i> ( <i>SE mainland population</i> )	Spot-tailed Quoll	Recovery Plan & Review Action Statement	Action Statement approved 2003  Recovery Plan approved 6 May 2016

<i>Potorous longipes</i>	Long-footed Potoroo	Recovery Plan & Review Action Statement	<u>Action Statement approved 2009</u> <u>Recovery Plan approved 9 March 2001</u>
<i>Pseudomys fumeus</i>	Smoky Mouse	Action Statement	<u>Action Statement approved 2003</u>
<i>Miniopterus schreibersii</i>	Common Bent-wing Bat	Action Statement	<u>No Action Statement</u>
<i>Phascogale tapoatafa</i>	Brush-tailed Phascogale	Action Statement	<u>Action Statement approved 1997</u>
<b>Birds</b>			
<i>Ninox strenua</i>	Powerful Owl	Action Statement	<u>Action Statement approved 1999</u>
<i>Tyto novaehollandiae</i>	Masked Owl	Action Statement	<u>Action Statement approved 2001</u>
<i>Tyto tenebricosa</i>	Sooty Owl	Action Statement	<u>Action Statement approved 2001</u>
<i>Calyptrorhynchus lathamii</i>	Glossy Black-Cockatoo	Action Statement	<u>Action Statement approved 2013</u>
<i>Dasyornis brachypterus</i>	Eastern Bristlebird	Recovery Plan & Review Action Statement	<u>Action Statement approved 1999</u> <u>Recovery Plan approved 30 January 2014</u>
<i>Lathamus discolor</i>	Swift Parrot	Recovery Plan & Review Action Statement	<u>Action Statement approved 2002</u> <u>Recovery Plan approved 10 February 2012</u>
<i>Pezoporus wallicus</i>	Ground Parrot	Recovery Plan & Review Action Statement	<u>No Action Statement</u> <u>Not listed under EPBC Act</u>
<b>Reptiles</b>			
<i>Morelia spilota</i>	Diamond Python	Action Statement	<u>Action Statement approved 2000</u>
<i>Cyclodomorphus michaeli</i>	Eastern She-oak Skink	Action Statement	<u>Action Statement approved 2014</u>
<i>Eulamprus kosciuskoi</i>	Alpine Water Skink	Action Statement	<u>Action Statement approved 2001</u>
<b>Amphibians</b>			

<i>Mixophyes balbus</i>	Southern Barred Frog	Action Statement	<u>No Action statement</u>
<b>Fish</b>			
<i>Pototroctes maraena</i>	Australian Grayling	Action Statement	<u>Action Statement approved 2015</u>
<i>Gobiomorphus australis</i>	Cox's Gudgeon	Action Statement	<u>No Action Statement</u>
<i>Hypseleotris compressa</i>	Empire Gudgeon	Action Statement	<u>Action Statement approved 2005</u>
<b>Crustaceans</b>			
<i>Euastacus diversus</i>	Orbost Spiny Crayfish	Action Statement	<u>No Action Statement</u>

**2. Priority plant species as at 1997 for nomination under the *Flora and Fauna Guarantee Act 1988 (Vic)* and subsequent preparation of Action Statements/Recovery Plans (showing December 2019 status).**

At the time of signing the East Gippsland RFA, ~~T~~this list compriseds species considered to be nationally endangered or vulnerable, or endangered at the State level but not ~~currently~~ covered by an Action Statement or Recovery Plan.

<del>Taxon</del> <u>Scientific name</u>	<u>Common Name</u>	<u>Activity</u>	<u>Nomination and Action Statements/Recovery Plans status (December 2019)</u>
<i>Pultenaea parrisiae</i> ssp. <i>parrisiae</i>	<u>Bantam Bush-pea</u>	Recovery plan and nominate and proceed toward Action Statement	<u>Not yet nominated</u> <u>Recovery Plan not required</u>
<i>Acacia caerulea</i>	<u>Limestone Blue Wattle</u>	Recovery plan and nominate and proceed toward Action Statement	<u>Nominated September 2003; Listed</u> <u>Action Statement approved 2008</u> <u>Recovery Plan approved 22 December 2006</u>
<i>Prasophyllum morganii</i>	<u>Cobungra Leek-orchid</u> <u>(now listed as</u>	Recovery plan and nominate and	<u>Nominated September 2000; Listed</u>

	<u>Mignonette Leek-orchid)</u>	proceed toward Action Statement	<u>Action Statement approved 2002</u>  <u>Recovery Plan approved 18 August 2004</u>
<i>Pomaderris brunnea</i>	<u>Rufous Pomaderris</u>	Recovery plan and nominate and proceed toward Action Statement	<u>Not yet nominated</u>  <u>Recovery Plan approved 21 April 2011</u>
<i>Thelymitra matthewsii</i>	<u>Spiral Sun-orchid</u>	Recovery plan and Action Statement	<u>Nominated July 1993; Listed</u>  <u>No Action Statement</u>  <u>Recovery Plan approved 13 August 2010</u>
<i>Correa lawrenciana</i> var. <i>genoensis</i>	<u>Mountain Correa (now listed as Genoa River Correa)</u>	Nominate and proceed toward Action Statement	<u>Nominated December 2003; Listed</u>  <u>Action Statement approved 2008</u>
<i>Alectryon subcinereus</i>	<u>Native Quince</u>	Nominate and proceed toward Action Statement	<u>Nominated August 2003; Listed</u>  <u>No Action Statement</u>
<i>Dendrobium speciosum</i> var. <i>speciosum</i>	<u>Rock Orchid</u>	Action Statement	<u>Nominated April 1993; Listed</u>  <u>No Action Statement</u>
<i>Christella dentata</i>	<u>Binung</u>	Action Statement	<u>Nominated November 1995; Not Listed</u>
<i>Pseudoraphis paradoxa</i>	<u>Slender Mud-grass</u>	Action Statement	<u>Nominated October 1996; Listed</u>  <u>No Action Statement</u>
<i>Gahnia subaequiglumis</i>	-	Nominate and proceed toward Action Statement	<u>Not yet nominated</u>
<i>Cryptostylis erecta</i>	<u>Bonnet Orchid</u>	Nominate and proceed toward Action Statement	<u>Nominated February 2001; Listed</u>  <u>No Action Statement</u>

<i>Sarcochilus falcatus</i>	<u>Orange-blossom Orchid</u>	Action Statement	<u>Nominated May 1997; Listed</u>  <u>No Action Statement</u>
<i>Acacia binervia</i>	<u>Coast Myall</u>	Nominate and proceed toward Action Statement	<u>Nominated September 2003; Listed</u>  <u>No Action Statement</u>
<i>Dipodium hamiltonianum</i>	<u>Yellow Hyacinth- orchid</u>	Action Statement	<u>Nominated November 1995; Listed</u>  <u>Action Statement approved 1997</u>
<i>Psoralea tenax</i> ( <u>now listed as <i>Cullen tenax</i></u> )	<u>Tough Psoralea (now listed as Tough Scurf- pea)</u>	Action Statement	<u>Nominated April 1996; Listed</u>  <u>No Action Statement</u>
<i>Pterostylis dubia</i> ( <u>now listed as <i>Pterostylis oreophila</i></u> )	<u>Blue-tongued Greenhood</u>	Nominate and proceed toward Action Statement	<u>Not yet nominated</u>
<i>Thelymitra</i> sp. aff. <i>pulchella</i> ( <u>now listed as <i>Thelymitra incurva</i></u> )	<u>Swamp Sun-orchid</u>	Nominate and proceed toward Action Statement	<u>Nominated April 2012; Listed</u>  <u>No Action Statement</u>
<i>Poa</i> aff. <i>tenera</i> (Capillary)	<u>Tussock-grass</u>	Nominate and proceed toward Action Statement	<u>Not yet nominated</u>

### 3. Priority Ecological Vegetation Classes as at 1997 for preparation of Action Statements (showing December 2019 status)

At the time of signing the East Gippsland RFA, ~~priority was~~ will be given to preparation of Action Statements for floristic communities that ~~are~~ were listed under the *Flora and Fauna Guarantee Act 1988* and which ~~fell~~ all within the following Ecological Vegetation Classes:

<u>Ecological Vegetation Class</u>	<u>Action Statements status (December 2019)</u>
<u>Limestone Grassy Woodland</u>	<u>No Action Statement</u>
<u>Montane Riparian Woodland</u>	<u>No Action Statement</u>
<u>Limestone Pomaderris Shrubland (now listed as Silurian Limestone <i>Pomaderris</i> Shrubland)</u>	<u>Not relevant to East Gippsland (relevant to Gippsland RFA Action Statement approved 2009)</u>



<u>Warm Temperate Rainforest</u>	<u>Action Statement approved 2009</u>
<u>Dry Rainforest</u>	<u>Action Statement approved 2009</u>
<u>Coastal Grassy Forest</u>	<u>No Action Statement</u>

- ~~Limestone Grassy Woodland~~
- ~~Montane Riparian Woodland~~
- ~~Limestone Pomaderris Shrubland~~
- ~~Warm Temperate Rainforest~~
- ~~Dry Rainforest~~
- ~~Coastal Grassy Forest~~

**NOT USED****GUIDELINES FOR REVIEWING MANAGEMENT STRATEGIES AND ZONES**

Box 1 will replace the current guidelines in page 79 of the East Gippsland Forest Management Area Plan. Where proposed changes to the CAR Reserve System are made in accordance with this Attachment, the Commonwealth agrees to accept those changes.

**Box 1****GUIDELINES FOR REVIEWING MANAGEMENT STRATEGIES AND ZONES**

Management guidelines in this Plan will be reviewed under the following circumstances:

- When research information on key species becomes available (for example, on completion of the current Long footed Potoroo research, or population viability analyses for other threatened species).
- If new species are identified that are considered threatened.
- As required by new legislation, policies or Action Statements.

Management zone boundaries may require review if:

- Changes to management strategies for certain species or values mean that the zoning system is more or less than adequate for those values.
- Field inspections or better mapping indicate that minor amendments are required to create practical management boundaries.
- A zone is found not to contain the values for which it was identified; amendments may be required to ensure that conservation targets are met.
- New records are listed for species whose conservation targets have not been met.
- New records of some species warrant changes to zones to consolidate an area of good quality habitat in exchange for an area of poorer quality habitat.
- Existing boundaries are found to place unreasonable restrictions on the practical access to areas for forest management or for infrastructure development (easements etc).

Proposed zone amendments will be assessed according to whether they:

- Ensure the CAR Reserve System continues to comply with the JANIS Reserve Criteria.
- Adequately conserve the values identified in the Comprehensive Regional Assessment data sets.
- Consider the maintenance of National Estate protection.
- Conserve the values highlighted in the zoning scheme register of this Plan.
- Ensure there is no net deterioration in the level of protection of identified values in the SPZ.
- Ensure there is no net deterioration in timber production capacity.
- Maintain a well distributed, inter connected network of protected areas.
- Minimise practical problems for timber harvesting or access in the General Management Zone.
- Make the best use of areas that are unavailable for timber harvesting due to other considerations such as slope, access and site quality.
- Avoid conflict with strategic burning corridors.

**NOT USED****PUBLIC REPORTING AND CONSULTATIVE MECHANISMS**

~~Public reporting and consultative mechanisms relevant to the management of East Gippsland's forests include:~~

- ~~• Land Conservation Council studies;~~
- ~~• preparation and amendment of the Forest Management Plan, National Park management plans, and regional fire protection plans;~~
- ~~• activities associated with the implementation of the *Flora and Fauna Guarantee Act 1988*;~~
- ~~• preparation and review of Codes of Practice;~~
- ~~• preparation of Wood Utilisation Plans and Fuel Reduction Burning Plans;~~
- ~~• technical, research and other reports on such topics as~~
  - ~~— Sustainable Yield Reviews~~
  - ~~— Regeneration Performance~~
  - ~~— Old growth Surveys~~
  - ~~— Annual Reports of the Forest Management Area~~
  - ~~— Updates of the Schedules of the *Flora and Fauna Guarantee Act 1988*.~~
- ~~• nomination, preparation and possible contraventions of recovery plans and threat abatement plans prepared under the *Endangered Species Protection Act 1992*;~~
- ~~• listing of places on the Register of the National Estate under the *Australian Heritage Commission Act 1974*.~~

## RESEARCH

The Parties recognise and value both Traditional Owner Knowledge and best available science for sustainably managing Forests in the East Gippsland RFA Region.

Research priorities to support the holistic (encompassing Biodiversity, fire and water) and adaptive management of Forests must be reviewed regularly to ensure investment and effort is focussed on science and Traditional Owner Knowledge that will deliver the greatest benefits for Victoria's Forests, industries and communities.

Statewide research priorities, including science and Traditional Owner Knowledge, will be reviewed as part of each Five-yearly Review process and a list of priority projects published on the Department of Environment, Land, Water and Planning website.

### Science

Statewide research will continue on the following major themes:

- **Matters of National Environmental Significance (MNES) and Listed Species and Communities<sup>1</sup>**, including the identification of climate refugia, advancements in approaches for monitoring trends, threats and impacts, and the effectiveness of protections and management actions;
- **Climate Change**, including current and projected impacts on a wide range of forest values, adaptation of Forests and Forest Ecosystems, and the role of Forests in mitigation;
- **Active forest management**, through basic research and pilot projects, to test the effects of silviculture, fire, pest and weed management and other management interventions to enhance ESFM outcomes;
- **Fire**, including fire ecology, bushfire behaviour, reducing bushfire risk, Forest recovery and resilience, and applying fire as a forest management tool; and
- **Technology and innovation**, including the development of new or improved technology to maximise the efficient, high-value utilisation of timber.

### Traditional Owner Knowledge

Traditional Owners are custodians of Traditional Owner Knowledge and have the right to shape directions and priorities in its application.

Victoria commits to partnering with Traditional Owners to confirm Traditional Owner Knowledge priorities for ESFM at least once every five years for so long as the Agreement remains in effect.

### Data Sovereignty

The Parties recognise the United Nations Declaration on the Rights of Indigenous Peoples, including those rights associated with Data Sovereignty. The Parties will have regard to these rights when obtaining, using, applying or making publicly available data in respect of which Traditional Owners assert Data Sovereignty.

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<sup>1</sup> Listed Species and Communities has the same meaning as in the RFA, and means a species or community listed under (a) Part 13 of the *Environment Protection and Biodiversity Conservation Act 1999* (Cth) or (b) Part 3 of the *Flora and Fauna Guarantee Act 1988* (Vic), and that is, or has the potential to be, impacted upon by Forestry Operations.

~~The major priority of future research will be the development of appropriate mechanisms to monitor the sustainability of forest management practices. To help underpin this work, and ensure that forest management practices continue to improve, research will continue on the following major themes:~~

- ~~● silviculture~~
- ~~● flora and fauna conservation~~
- ~~● soil and water conservation~~
- ~~● fire ecology~~
- ~~● wood quality in regrowth forests.~~

~~Parties also recognise the importance of continuing research to address:~~

- ~~● control of feral predators~~
- ~~● environmental weed control in priority areas~~
- ~~● population monitoring of high priority threatened flora and fauna species.~~
- ~~● the effectiveness of Ecological Vegetation Classes as surrogates of biodiversity~~
- ~~● the development of ecologically based fire management regimes~~
- ~~● the effect of regrowth forests on water yields and their impacts on stream biota~~
- ~~● the effect of introduced fish species on aquatic fauna~~
- ~~● growth responses and ecological impacts of intensive silviculture in regrowth forests.~~
- ~~● stem defect and wood quality in regrowth forest~~
- ~~● technologies and processes associated with the development of high value wood products.~~

## ATTACHMENT 8

### **MONTREAL PROCESS CRITERIA FOR THE CONSERVATION AND SUSTAINABLE MANAGEMENT OF TEMPERATE AND BOREAL FORESTS**

- Criterion 1: Conservation of biological diversity
- Ecosystem diversity
  - Species diversity
  - Genetic diversity
- Criterion 2: Maintenance of productive capacity of forest ecosystems
- Criterion 3: Maintenance of ecosystem health and vitality
- Criterion 4: Conservation and maintenance of soil and water resources
- Protective Function
  - Soil
  - Water
- Criterion 5: Maintenance of forest contribution to global carbon cycles
- Criterion 6: Maintenance and enhancement of long term multiple socio-economic benefits to meet the needs of societies
- Production and consumption
  - Recreation and tourism
  - Investment in the forest sector
  - Cultural, social and spiritual needs and values
  - Employment and community needs
- Criterion 7: Legal, institutional and economic framework for forest conservation and sustainable management

## Annexure 2 – Clean version of the Amended Agreement

# **EAST GIPPSLAND REGIONAL FOREST AGREEMENT BETWEEN THE COMMONWEALTH AND VICTORIAN GOVERNMENTS**

## **INTRODUCTION**

Victoria's forests are of great importance. The Parties are committed to ensuring that Victoria's forests are managed effectively to ensure that current and future generations enjoy the benefits and uses associated with forests.

The Parties acknowledge Victorian Traditional Owners as the original custodians of Victoria's land, forest and waters, over which Victorian Traditional Owners maintain their sovereignty has never been ceded. The Parties recognise and value Victorian Traditional Owners' unique ability to care for and deep spiritual connection to Country. The Parties honour and pay their respects to Elders past, present and emerging whose knowledge and wisdom has ensured the continuation of culture and traditional practices in the face of colonisation.

Victoria is committed to genuinely partner with Victoria's Traditional Owners to support the protection of Country, foster land, water, forest and fire management practices, and maintain all spiritual, mythological, religious and cultural practices.

The parties recognise that natural disturbances, which are occurring at greater frequency and intensity, have the potential to impact on Forest values. In particular, the parties acknowledge the occurrence of the 2019/20 bushfires, and recognise the significant impact they have had on forest values within the East Gippsland RFA Region, notwithstanding the fact that at the time of extending this agreement in March 2020, the full extent of the impacts from these bushfires was not yet known. The impacts of these bushfires and future major natural disturbances will be the subject of further monitoring and assessment within the framework of this RFA.

## **Recitals**

WHEREAS:

## **Purpose of Agreement**

- A. This Regional Forest Agreement (RFA) establishes the framework for the management of the forests of East Gippsland. Parties are committed to ensuring the Agreement is durable and that the obligations and commitments that it contains are delivered to ensure effective conservation, Forest Management and forest industry outcomes.
- B. This Agreement is a Regional Forest Agreement for the purposes of the *Regional Forest Agreements Act 2002* (Cth), *Export Control Act 1982* (Cth), *Environmental Protection and Biodiversity Conservation Act 1999* (Cth), *Export Control (Hardwood Wood Chips) (1996) Regulations* (Cth) and the *Export Control (Regional Forest Agreements) Regulations* (Cth). As such, the Agreement:
  - identifies a Comprehensive, Adequate and Representative Reserve System and provides for the conservation of those areas;
  - provides for the ecologically sustainable management and use of Forests in the RFA Region;
  - is for the purpose of providing long-term stability of forests and forest industries; and



- has regard to studies and projects carried out in relation to all of the following matters relevant to the RFA Region:
    - (a) environmental values, including old growth, Wilderness, endangered species, National Estate Values and World Heritage Values;
    - (b) Indigenous heritage values;
    - (c) economic values of forested areas and Forest Industries;
    - (d) social values (including community needs); and
    - (e) principles of ecologically sustainable management.
- C. This Agreement took effect on 3 February 1997. It was subsequently varied by the Parties on 20 January 2017, 26 March 2018 and in March 2020.

**NOW IT IS AGREED** as follows:

## **PART 1**

### **Interpretation**

1. This Agreement is to be interpreted, unless the contrary intention appears, with reference to the definitions and general provisions specified in clauses 2 and 2A.

### **Definitions and General Provisions**

2. In this Agreement unless the contrary intention appears:

**“Aboriginal Heritage Values”** means:

- (a) “Aboriginal cultural heritage”; and
- (b) “Aboriginal intangible heritage”,

as those terms are defined in the *Aboriginal Heritage Act 2006* (Vic);

**“Aboriginal person”** has the same meaning as in the *Aboriginal Heritage Act 2006* (Vic);

**“Action Statement”** means an Action Statement made under the *Flora and Fauna Guarantee Act 1988* (Vic);

**“Agreement”** means all parts of this Agreement between the Commonwealth of Australia and the State of Victoria and includes the Attachments to this Agreement;

**“Australian World Heritage Intergovernmental Agreement”** means the Australian World Heritage Intergovernmental Agreement, as agreed by the Commonwealth, the States and the Territories, as amended from time to time;

**“Biodiversity”** means biodiversity as defined in the JANIS Report;

**“CAR Reserve System” or “Comprehensive, Adequate and Representative Reserve System”** means areas under any of the following categories of land tenure - as described in the JANIS Report - Dedicated Reserves, Informal Reserves and other areas on Public Land protected by prescription, and areas of Private Land where the CAR Values are protected under secure management arrangement entered into with private landholders. This reserve system is based on the principles of comprehensiveness, adequacy and representativeness;

**“CAR Values”** means the conservation values as described by the JANIS Reserve Criteria embodied in the CAR Reserve System;

**“Climate Change”** has the same meaning as in the *Climate Change Act 2017* (Vic);

**“Climate Change Vulnerable”** means the degree to which a system is susceptible to, and unable to cope with, adverse effects of Climate Change, including climate variability and extremes. Vulnerability is a function of the character, magnitude and rate of Climate Change to which the system is exposed, its sensitivity, and its adaptive capacity;

**“Code of Practice for Timber Production”** means the Code of Practice for Timber Production 2014 developed in accordance with the *Conservation, Forest and Lands Act 1987* (Vic) and includes all incorporated documents but does not include associated documents;

**“Code of Practice for Bushfire Management on Public Land”** means the Code of Practice for Bushfire Management on Public Land 2012 developed pursuant to the *Conservation, Forests and Lands Act 1987* (Vic);

**“Commissioner for Environmental Sustainability”** or **“Commissioner”** means the person appointed to the position of the Commissioner for Environmental Sustainability under the *Commissioner for Environmental Sustainability Act 2003* (Vic) (including a person acting in that role) or its equivalent or statutory successor;

**“Common Assessment Method MoU”** means the *Memorandum of Understanding - Agreement on a national common assessment method for listing of threatened species and communities*;

**“Commonwealth Heritage Management Principles”** has the same meaning as “Commonwealth Heritage management principles” in section 341Y of the EPBC Act;

**“Commonwealth Heritage Place”** has the same meaning as “Commonwealth Heritage place” in subsection 341C(3) of the EPBC Act;

**“Commonwealth Heritage Values”** has the same meaning as “Commonwealth Heritage values” in section 341D of the EPBC Act;

**“Competition Principles Agreement”** means the agreement of the same name updated by the Council of Australian Governments in 2007, as amended from time to time;

**“Comprehensive Regional Assessment”** or **“CRA”** means the assessment process carried out pursuant to Attachment 1 of the Scoping Agreement for Victorian Regional Forest Agreements between the Commonwealth of Australia and the State of Victoria;

**“Country”** means all of the sentient and non-sentient parts of the world and the interactions between them, according to Traditional Owner cultural lore. Cultural lore and life originate and are governed by Country;

**“Crown land”** means land which is, or is deemed to be, unalienated land of the Crown and includes-

- (a) land of the Crown reserved permanently or temporarily or set aside by or under an Act; and
- (b) land of the Crown occupied by a person under a lease, licence or other right.

**“Data Sovereignty”** means, for the purposes of this Agreement, the rights of Aboriginal peoples to govern and control the collection, ownership and application of data (information and knowledge) about their communities, peoples, cultural heritage, Traditional Owner Knowledge and traditional cultural expressions;

**“Dedicated Reserve”** means a formal reserve equivalent to International Union for the Conservation of Nature and Natural Resources (IUCN) Protected Area Management Categories I, II, III, or IV as defined by the IUCN Commission for National Parks and Protected Areas (1994). The status of Dedicated Reserves is secure, requiring action by the Victorian Parliament or in accordance with Victorian legislation for reservation or revocation. In Victoria, Dedicated Reserves include, but are not limited to, parks under the *National Parks Act 1975* (Vic) and flora, fauna or nature conservation reserves under the *Crown Land (Reserves) Act 1978* (Vic);

**“East Gippsland RFA Region”** is the area described in clause 3 of this Agreement;

**“Ecologically Sustainable Forest Management”** or **“ESFM”** means forest management and use in accordance with the specific objectives and policies for ecologically sustainable development as detailed in the National Forest Policy Statement;

**“Ecological Vegetation Class”** or **“EVC”** means for the purposes of the Agreement a forest ecosystem as defined in the JANIS Report. EVCs as they existed at 1997 are described in the *Environment and Heritage Report – East Gippsland*. EVCs as they existed at 2019 in the East Gippsland RFA Region are listed in Attachment 1;

**“Ecosystem Services”** are the benefits (including goods and services) provided by ecosystems, and the contributions that ecosystems make to human well-being, arising from both biotic and abiotic processes as well as their interaction. Ecosystem Services related to Forests include, but are not limited to, carbon sequestration, provision of biomass including timber, provision of recreation, provision of clean water and pollination;

**“Environment and Heritage Values”** means values assessed as part of the CRA pursuant to Attachment 1 of the RFA Scoping Agreement. These include Old Growth Forests, Wilderness, endangered species, National Estate Values, World Heritage Values and Indigenous heritage values;

**“EPBC Act”** means the *Environment Protection and Biodiversity Conservation Act 1999* (Cth);

**“Environment Conservation Council”** means the Council of the same name established under the *Environment Conservation Council Act 1997* (Vic);

**“FFG Act”** means the *Flora and Fauna Guarantee Act 1988* (Vic);

**“Five-yearly Review”** means a review of the same name undertaken pursuant to clause 30 of this Agreement;

**“Five-yearly Review Report”** means a report prepared pursuant to clause 31I(c);

**“Forest”** means an area, incorporating all living and non-living components, that is dominated by trees having usually a single stem and a mature or potentially mature stand height exceeding 2 metres and with existing or potential crown cover of overstorey strata about equal to or greater than 20 per cent. This includes Australia’s diverse Native Forests and Plantations, regardless of age. It is also sufficiently broad to encompass areas of trees that are sometimes described as woodlands.

**“Forest Ecosystem”** means a forest ecosystem as defined in the JANIS Report. Forest Ecosystems in the RFA Region are listed in Attachment 1 of this Agreement;

**“Forest Estate”** means all Forests growing on Public Land or Private Land;

**“Forest Industries”** for the purpose of this Agreement means industries that generate jobs and economic benefits that depend on Forests including (but not limited to) Timber and Forestry Products Industries, nature based tourism and apiculture;

**“Forest Management”** means the management and administration of all Forests on Public Land and Private Land, including Native Forest and Plantations;

**“Forest Management Plan”** means:

- (a) the Forest Management Plan for the East Gippsland Forest Management Area until a plan as described in sub-paragraphs (b) or (c) is in force;

- (b) a working plan made pursuant to the *Forests Act 1958* (Vic) that remains in force; and
- (c) a plan made under current or future State legislation which contains:
  - (i) objectives;
  - (ii) strategies to meet objectives; and
  - (iii) priority management actions,
 pertaining to Forest Management which remains in force;

**“Forest Management Plan for the East Gippsland Forest Management Area”** means the document titled ‘Forest Management Plan for the East Gippsland Forest Management Area’ produced by the then Victorian Department of Conservation and Natural Resources dated 1995;

**“Forest Management System”** means the State’s suite of legislation, policies, codes, plans and management practices and processes, as amended from time to time, being as generally described in the ‘*Overview of the Victorian Forest Management System*’ published by the State (which is to be maintained by the State, and updated from time to time to reflect amendments in legislation, policies, codes, plans and management practices and processes);

**“Forest Products”** means all live and dead trees, ferns or shrubs or parts thereof;

**“Forestry Operations”** has the meaning given to it pursuant to the definition of ‘RFA Forestry Operations’ in the *Regional Forest Agreements Act 2002* (Cth), and means:

- (a) the planting of trees; or
- (b) the managing of trees before they are harvested; or
- (c) the harvesting of Forest Products,

For commercial purposes and includes any related land clearing, land preparation and regeneration (including burning), and transport operations;

**“Further Assessment of Matters Report”** means the joint report prepared by the Parties that summarises the findings of the further assessments of forest values undertaken to inform the 2020 variation of this Agreement;

**“General Management Zone” or “GMZ”** means the zone of the same name described in a Forest Management Plan that applies, either in part or wholly, to land within the RFA Region;

**“Harvest Level”** means the volume of Timber Resources that can be harvested from Native Forests in the RFA Region in any financial year, consistent with ESFM, until Native Forest harvesting ceases on 30 June 2030;

**“Indigenous”** means the Aboriginal and Torres Strait Islander peoples of Australia and includes those persons who are descendants of the Aboriginal and Torres Strait Islander peoples of Australia.

**“Informal Reserve”** means a reserve that contains and is managed for conservation values which unequivocally contribute to the CAR Reserve System and meets the principles for Informal Reserves as described in the JANIS Report. In Victoria, it includes, but is not limited to, the State Forest Special Protection Zone;

**“Interim Forest Agreement”** means the Interim Agreement between the Commonwealth of Australia and the State of Victoria signed in January 1996;

**“JANIS Report”** means the report by the Joint Australian and New Zealand Environment and Conservation Council (ANZECC) / Ministerial Council on Forestry, Fisheries and Aquaculture (MCFFA) National Forests Policy Statement Implementation Sub-committee, titled ‘Nationally Agreed Criteria for the Establishment of a Comprehensive, Adequate and Representative Reserve System for Forests in Australia’, published by the Commonwealth of Australia in 1997;

**“JANIS Reserve Criteria”** means the criteria as described in the JANIS Report for establishing the CAR Reserve System addressing Biodiversity, Old Growth Forest and Wilderness, taking account of reserve design and management and social and economic considerations;

**“Land Conservation Council”** means the Council established under the former *Land Conservation Act 1970* (Vic);

**“Listed Species and Communities”** or **“Listed Species or Community”** means, for the purposes of this Agreement, a species, taxon or community:

- (a) listed under:
  - (i) Part 13 of the EPBC Act; or
  - (ii) Part 3 of the *Flora and Fauna Guarantee Act 1988* (Vic); and
- (b) that is, or has the potential to be, impacted by Forestry Operations;

**“Major Event”** means a substantial change in circumstances that has the potential to significantly impact upon:

- (a) the objectives and operation of this Agreement;
- (b) the comprehensiveness, adequacy or representativeness of the CAR Reserve System;
- (c) ESFM;
- (d) one or more MNES; or
- (e) the stability of Forest Industries,

within the RFA Region, and includes (but is not limited to) natural events such as bushfires, floods and disease;

**“Major Event Review”** means a review of the same name undertaken pursuant to clause 32A of this Agreement;

**“Matters of National Environmental Significance”** or **“MNES”** means, for the purpose of this Agreement, those matters protected by Part 3 of the EPBC Act as matters of national environmental significance that are potentially impacted by Forestry Operations, including:

- (a) World Heritage Values of declared World Heritage Places;
- (b) National Heritage Values of National Heritage Places;
- (c) ecological character of Ramsar Wetlands; and

- (d) species and communities listed in accordance with Part 13 of the EPBC Act (excluding those categories referred to in paragraphs 178(1)(a) and (f), and paragraph 181(1)(c) of the EPBC Act);

**“Matters of Traditional Owner Significance”** or **“MTOS”** means matters of high importance to Traditional Owners as identified through the development and operation of Traditional Owner knowledge management systems. For the purposes of this Agreement, MTOS means only those matters related to Forests and their management and use;

**“Milestone”** means, for the purposes of this Agreement, an obligation under this Agreement which contains a temporal commitment;

**“Mineral”** means:

- (a) mineral; and
- (b) stone,

as defined in the *Mineral Resources (Sustainable Development) Act 1990* (Vic), excluding stone on private land for the private use of the owner and mineral or stone obtained for non-commercial purposes;

**“Mining”** means any operation or work carried out to remove or extract Minerals;

**“Mining Operations”** means any work carried out under a licence, consent to search for stone or extractive industry work authority granted under the *Mineral Resources (Sustainable Development) Act 1990* (Vic) with a view to obtaining or treating Minerals including the removal or extraction of a Mineral and the treatment of a Mineral;

**“Mining Product”** means any Mineral obtained by Mining;

**“Montreal Process Criteria”** means the Montreal Process criteria for the conservation and sustainable management of temperate and boreal forests;

**“Montreal Process Implementation Group for Australia”** or **“MIG”** means the Montreal Process Implementation Group established by the Commonwealth and all State and Territory Governments;

**“National Estate”** means those places as defined under section 4 of the repealed *Australian Heritage Commission Act 1975* (Cth);

**“National Estate Values”** means values attributed by the former Australian Heritage Commission to National Estate places;

**“National Forest Policy Statement”** or **“NFPS”** means the *National Forest Policy Statement 1992* endorsed by the Commonwealth and all State and Territory Governments;

**“National Heritage Management Principles”** has the same meaning as “National Heritage management principles” in section 324Y of the EPBC Act;

**“National Heritage Place”** has the same meaning as “National Heritage place” in subsection 324C (3) of the EPBC Act;

**“National Heritage Values”** has the same meaning as “National Heritage values” in section 324D of the EPBC Act;

**“National Sustainability Indicators”** means the indicators in the framework used for reporting on the state of Australia's forests, as developed by the Montreal Process Implementation Group for Australia;

**“Native Forest”** has the same meaning as in the Code of Practice for Timber Production;

**“Old Growth Forest”** has the same meaning as ‘old growth forest’ has in the Code of Practice for Timber Production;

*Note: As at March 2020, the definition of ‘old growth’ appears in the ‘Management Standards and Procedures for timber harvesting operations in Victoria’s State forests’, which is a document that is incorporated into the Code of Practice for Timber Production.*

**“Panel”** means a Panel constituted in accordance with clause 31D of this Agreement;

**“Parties”** means the State of Victoria and the Commonwealth of Australia;

**“Party”** means a Party to this Agreement;

**“Plantation”** means an intensively managed stand of trees of either native or exotic species that is created by the regular placement of seedlings or seeds;

**“Private Land”** means lands other than Public Land and land owned or leased by the Commonwealth;

**“Processed and Unprocessed Wood”** means, for the purposes of this Agreement, processed or unprocessed wood (including woodchips) sourced from a region covered by an RFA;

**“Public Land”** means:

- (a) Crown land;
- (b) State Forest;
- (c) park, within the meaning of the *National Parks Act 1975* (Vic); and
- (d) land vested in any public authority, other than a municipal council;

**“Rainforest”** has the same meaning as in the Code of Practice for Timber Production;

**“Ramsar Convention”** means the Convention on Wetlands of International Importance especially as Waterfowl Habitat 1971;

**“Ramsar Wetlands”** means a declared Ramsar Wetland as defined under section 17 of the EPBC Act;

**“Recovery Plan”** means a recovery plan made or adopted under the EPBC Act;

**“Regional Forest Agreement”** or **“RFA”** means a Regional Forest Agreement within the meaning of the *Regional Forest Agreements Act 2002* (Cth);

**“Refugia”** has the same meaning as in the JANIS Report;

**“RFA Forestry Operations”** has the same meaning as in the *Regional Forest Agreements Act 2002* (Cth);



**“RFA Region”** has the same meaning as East Gippsland RFA Region;

**“Special Management Zone” or “SMZ”** means the zone of the same name described in a Forest Management Plan that applies, either in part or wholly, to land within the RFA Region;

**“Special Protection Zone” or “SPZ”** means the zone of the same name described in a Forest Management Plan that applies, either in part or wholly, to land within the RFA Region;

**“State Forest”** has the same meaning as in section 3 of the *Forests Act 1958* (Vic);

**“Statement of Regulatory Intent”** means a statement of the same name published by the Victorian Office of the Conservation Regulator, which provides a detailed explanation of the law in a specified area and guidance on how the regulator will exercise its powers;

**“Statutory Conservation Planning Document”** means:

- (a) an approved conservation advice, recovery plan, threat abatement plan or wildlife conservation plan as defined under the EPBC Act; and
- (b) an Action Statement or Interim Conservation Order as defined under the *Flora and Fauna Guarantee Act 1988* (Vic);

**“Supplementary Report”** means the report prepared by the Parties pursuant to clause 31H of this Agreement;

**“Sustainability Indicators”** means qualitative or quantitative measures, at the regional (sub-national) level developed to assess the criteria for sustainable forest management, as described in *Criteria and Indicators for Sustainable Forest Management in Victoria – Guidance Document*, as amended from time to time, under the *Sustainable Forests (Timber) Act 2004* (Vic);

**“System of Environmental-Economic Accounting Framework” or “SEEA Framework”** means the United Nation’s framework of the same name that is a framework for organising and presenting statistics on the environment and its relationship with the economy. It contains the internationally agreed standard concepts, definitions, classifications, accounting rules and tables for producing internationally comparable statistics and accounts;

**“Threat Abatement Plan”** means a threat abatement plan made or adopted under the EPBC Act;

**“Threatening Process”** means a:

- (a) threatening process as defined in section 188(3) of the EPBC Act; and
- (b) potentially threatening process as defined in section 3 of the *Flora and Fauna Guarantee Act 1988* (Vic);

**“Timber and Forestry Products Industries”** means industries involved in growing, management, harvesting, haulage to mill, milling and processing, importing/exporting, haulage of finished goods to market, and wholesale and retail sales of wood and paper products in Australia associated with plantations, native forestry and farm forestry. This includes all processing where wood is the dominant component of goods being produced;

**“Timber Resources”** means:

- (a) “timber resources” as defined in the *Sustainable Forests (Timber) Act 2004* (Vic); and

- (b) “timber”, as that term is defined in the *Forests Act 1958* (Vic), taken pursuant to a licence issued under section 52 of the *Forests Act 1958* (Vic), but does not include ‘firewood’ (as that term is defined in the *Forests Act 1958* (Vic)) taken for domestic purposes;

**“Traditional Owner Country Plans”** means plans developed by Traditional Owners that describe objectives, aspirations and strategies for management of Country;

**“Traditional Owner Knowledge”** means the specialised knowledge that Traditional Owners have acquired, passed down and adapted through generations. This knowledge may include, but is not limited to, cultural lore, spiritual and religious customs, oral history, cultural practices and knowledge and relationships with land regarding the landscape, the environment, the seasons and species. Traditional Owner Knowledge includes the adapted use of this knowledge as it is translated into culturally specific and appropriate practices today and into the future;

**“Traditional Owners”** means Victorian Aboriginal persons or entities recognised under the *Native Title Act 1993* (Cth), *Traditional Owner Settlement Act 2010* (Vic) or *Aboriginal Heritage Act 2006* (Vic);

**“United Nations Sustainable Development Goals”** means the collection of global goals set by the United Nations General Assembly in 2015 for the year 2030 that form part of Resolution 70/1 of the United Nations General Assembly, or their equivalent, as amended from time to time;

**“Victorian Environmental Assessment Council”** or **“VEAC”** means the Victorian Environmental Assessment Council established under the *Victorian Environmental Assessment Council Act 2001* (Vic), or its equivalent;

**“Victorian Scientific Advisory Committee”** means the committee known as the Scientific Advisory Committee established under the *Flora and Fauna Guarantee Act 1988* (Vic), or its equivalent;

**“Wilderness”** means wilderness as defined in the JANIS Report;

**“Wilderness Values”** means the values of the same name as described in the JANIS Report;

**“World Heritage Committee”** means the UNESCO World Heritage Committee;

**“World Heritage List”** means the list kept under that title under Article 11 of the Convention for the Protection of the World Cultural and Natural Heritage;

**“World Heritage Place”** means a declared World Heritage property as defined in section 13 of the EPBC Act; and

**“World Heritage Values”** has the same meaning as in subsection 12(3) of the EPBC Act.

2A. In this Agreement unless the contrary intention appears:

- (a) a reference to a clause or Attachment is a reference to a clause or Attachment to this Agreement and a reference to this Agreement includes a reference to an Attachment;
- (b) a reference to this Agreement or another instrument is a reference to this Agreement or that other instrument as amended or varied from time to time;
- (c) a reference to a statute or ordinance includes any consolidations, amendments, re-enactments or replacements thereof and also includes regulations and other instruments made under them;

- (d) a reference to a code or other instrument includes any consolidations, amendments, re-enactments or replacements thereof and also includes any consolidations, amendments, re-enactments or replacements of documents incorporated into the code or other instrument;
- (e) a word importing the singular includes the plural and vice versa, a word importing a gender includes each other gender and a reference to a person includes an individual, firm, body corporate, association (whether incorporated or not), government, governmental or semi-governmental body, local authority or agency;
- (f) a reference to an act, matter or thing includes the whole or any part of that act, matter or thing and a reference to a group of acts, matters, things or persons includes each act, matter, thing or person in that group;
- (g) where any terms and conditions are added to an Attachment of this Agreement it is agreed that those terms and conditions will form part of this Agreement;
- (h) headings are inserted for convenience and do not affect the interpretation of this Agreement; and
- (i) where a term is defined by reference to a statute, ordinance, legislative instrument or code, that term has the same meaning as in the relevant statute, ordinance, legislative instrument or code, as amended from time to time.

### **Definition of Region**

- 3. The area covered by this Agreement is the East Gippsland Region as shown in Map 1 accompanying this Agreement.

### **Duration of Agreement**

- 4. This Agreement took effect on 3 February 1997 and will remain in force until 30 June 2030 unless:
  - (a) terminated earlier pursuant to clause 24; or
  - (b) extended until a later date by agreement between the Parties.
- 5. Subject to clause 5A, the process for extending the Agreement for a further period will be determined jointly by the Parties. The Parties agree that it is preferable that any proposed extension be initiated at least 36 months prior to the expiry of the Agreement.
- 5A. The Agreement may only be extended for a further period if:
  - (a) the findings in respect of the Five-yearly Review most recently required to have been undertaken pursuant to the terms of this Agreement demonstrates that the operation of the Agreement has produced outcomes that contribute to the items listed in clause 30(a); or
  - (b) the Parties have taken, or have commenced, remedial action to address any substantive issues identified in the most recent Five-yearly Review Report.

## **Basis of Agreement — National Forest Policy Statement**

6. Parties confirm their commitment to the goals, objectives and implementation of the *National Forest Policy Statement (NFPS)* by:
- implementing Ecologically Sustainable Forest Management (ESFM);
  - establishing and maintaining a Comprehensive, Adequate and Representative Reserve System;
  - supporting internationally competitive Timber and Forestry Products Industries; and
  - promoting the conservation and management of Native Forests.

## **Dispute Resolution**

- 6A. The Parties agree that if a dispute arises between the Parties regarding this Agreement it must be resolved expeditiously in accordance with the provisions of clauses 6B to 6F.
- 6B. When a dispute arises, a Party may serve a notice on the other specifying:
- (a) the nature and substance of the matter or issue in dispute; and
  - (b) that it is a dispute to be resolved in accordance with clauses 6B to 6F.
- 6C. Within 14 days of the notice under clause 6B being served the Parties must attempt to settle the dispute and, in default of settlement, appoint a mediator to conduct a mediation concerning the matter or issue in dispute.
- 6D. If the dispute is not settled under clause 6C and the Parties fail to appoint a mediator, either of them may request the President of the Law Council of Australia, or the equivalent officer of such body as in future may have the functions of the Law Council of Australia, to nominate a mediator to conduct the mediation.
- 6E. The costs of a mediator appointed under clauses 6C or 6D are to be shared equally between the Parties.
- 6F. Each of the Parties agrees to use its best endeavours to resolve the dispute through mediation.

## **Notices**

- 6G. Any notice or other communication to be given or made pursuant to this Agreement shall be in writing and addressed as the case may be as follows (or to the successor to the named Department, or such other address as notified in writing by the relevant Party):

### **THE COMMONWEALTH**

The Secretary  
Department of Agriculture, Water and the Environment  
18 Marcus Clarke Street  
CANBERRA ACT 2601

### **THE STATE**

The Secretary  
Department of Environment, Land, Water and Planning  
8 Nicholson Street  
EAST MELBOURNE VIC 3002

## **PART 2**

### **FUNCTIONING OF THE AGREEMENT**

#### **Relationship to the Interim Forest Agreement**

7. This Agreement replaced the Interim Forest Agreement, signed by the Commonwealth and Victorian governments on 27 January 1996, in relation to the East Gippsland Region.

#### **Relationship between this Agreement and the Attachments**

8. The Attachments will be treated as part of this Agreement.

#### **Relationship to Statutory Obligations**

9. This Agreement and its provisions are not intended to give rise to legally enforceable rights or obligations between the Parties. This Agreement cannot impose on either Party or a third party any obligation that is inconsistent with Australia's international obligations, or a law of the Commonwealth or of Victoria.
10. Neither Party will seek to use existing or future legislation to undermine or impede this Agreement.
11. NOT USED
12. NOT USED
13. NOT USED
14. NOT USED
15. The Commonwealth notes that its obligations under the EPBC Act to promote protection of MNES in the RFA Region will involve ongoing cooperative work with Victorian agencies concerning East Gippsland.

#### **Matters of National Environmental Significance**

- 15A. Victoria will maintain a Forest Management System that provides for the protection and management of MNES and will take into account relevant Commonwealth principles, policies and plans.
- 15B. The Parties recognise the importance of research, monitoring, reporting, evaluation and communication to support ongoing decision making with regard to MNES.
- 15C. Victoria agrees to continue to improve, where necessary, the research, monitoring, management, reporting, evaluation and communication mechanisms as part of its adaptive Forest Management System.

#### **Listed Species and Communities**

- 15D. The Parties acknowledge there are a wide range of Threatening Processes that have the potential to impact on Listed Species and Communities, including habitat loss and fragmentation (such as timber harvesting and loss of hollow bearing trees), weed invasion, predation and competition, disease, inappropriate fire regimes and Climate Change.

- 15E. The Parties, recognising that priorities can change in light of new information and science, will continue to regularly consult on the priorities for:
- (a) assessment of the conservation status of native species and ecological communities;
  - (b) recovery of Listed Species and Communities (further information provided in Attachment 4);
  - (c) conservation of Forest Ecosystems;
  - (d) abatement of Threatening Processes that have the potential to impact upon Listed Species and Communities;
  - (e) the preparation, alignment and review of all Statutory Conservation Planning Documents relevant to this Agreement; and
  - (f) research on Listed Species and Communities, Forest Ecosystems and Threatening Processes.
- 15F. The Parties reaffirm their commitment to the implementation of the Common Assessment Method MoU, which seeks to create a single operational list of nationally threatened taxa and communities that is consistent across all State, Territory and the Commonwealth jurisdictions. The Parties note that, in Victoria, the agreement under the Common Assessment Method MoU will be implemented through the provisions of the *Flora and Fauna Guarantee Amendment Act 2019* (Vic), which will come into effect on or before 30 June 2020.
- 15G. Victoria will ensure that the components of its Forest Management System that relate to Listed Species and Communities will:
- (a) provide for the conservation and recovery of Listed Species and Communities;
  - (b) be based on the best available science and give consideration to the advice of, or any determinations made by relevant scientific bodies or committees, including the Victorian Scientific Advisory Committee;
  - (c) to the extent practicable having regard to the associated environmental, social and economic impacts, provide equivalent or greater protection to Listed Species and Communities than afforded by relevant Commonwealth Statutory Conservation Planning Documents;
  - (d) provide for active management of Native Forests in order to build their resilience and diversity; and
  - (e) where relevant, take into account public comment.
- 15H. Where a species or community that is present in the East Gippsland RFA Region becomes a Listed Species and Community by virtue of it being newly listed under the EPBC Act, the Commonwealth agrees to develop and publish a Statutory Conservation Planning Document for that species or community at the time of listing, save for in relation to a species that is included in the extinct or conservation dependent categories of the list under section 178 of the EPBC Act.
- 15I. Where a taxon or community that is present in the East Gippsland RFA Region becomes a Listed Species and Community by virtue of it being newly listed under the FFG Act, Victoria agrees to develop and publish a Statutory Conservation Planning Document for that taxon or community within 24 months of the date of listing.

15J. The Commonwealth agrees not to release, amend or update any Statutory Conservation Planning Document made under the EPBC Act for a Listed Species or Community in the East Gippsland RFA Region without first consulting with Victoria on the draft Statutory Conservation Planning Document at least six months prior to it coming into effect or being amended or updated.

15K. Where:

- (i) a Listed Species or Community is present in the East Gippsland RFA Region; or
- (ii) there is a change in the conservation status of a Listed Species or Community present in the East Gippsland RFA Region,

Victoria will, having regard to relevant Commonwealth Statutory Conservation Planning Document:

- (a) undertake a risk assessment within six months from each Relevant Date and determine whether additional interim or permanent protections and management actions are necessary;
- (b) where necessary, use reasonable endeavours to implement interim enforceable protections and priority management actions for the Listed Species or Community within six months from each Relevant Date;
- (c) where necessary, use reasonable endeavours to implement permanent protections and any other changes to the Forest Management System required for the Listed Species or Community within 24 months from each Relevant Date; and
- (d) use reasonable endeavours to include any protections or management actions implemented pursuant to sub-paragraphs (b) or (c) in any new or updated Victorian Statutory Conservation Planning Documents.

In this clause, **Relevant Date** means each of the following:

- (i) 1 April 2020;
- (ii) the date of listing, where that date postdates 1 April 2020; and
- (iii) the date of any change in the conservation status where that date postdates 1 April 2020.

15L. Where Victoria has not implemented additional permanent protections or management actions within 18 months of the date on which:

- (a) any such protections or management actions were determined necessary under sub-clause 15K(a); or
- (b) a determination was required to have been made pursuant to sub-clause 15K(a) (provided no subsequent determination has found that no additional protections or management actions were required),

Victoria agrees to use its best endeavours to implement the protections and management actions specified in a relevant Commonwealth Statutory Conservation Planning Document as a management guideline.

15M. By December 2022, Victoria will review relevant provisions of the FFG Act, *Sustainable Forests (Timber) Act 2004* (Vic), *Forests Act 1958* (Vic), and their subordinate instruments, including

the Code of Practice for Timber Production, to identify what, if any, measures or improvements could be made to strengthen protections for Listed Species and Communities within Victoria's Forests.

15N. In addition to reviewing Statutory Conservation Planning Documents at the legislatively defined intervals, the Parties agree to work collaboratively to review their respective Statutory Conservation Planning Documents within 24 months, and update as necessary, following the occurrence of the following events:

- (a) a substantial scientific body of new information relating to a Listed Species or Community that is accepted by, in case of:
  - (i) Victoria, the Victorian Scientific Advisory Committee; and
  - (ii) the Commonwealth, the Threatened Species Scientific Committee,becoming available; or
- (b) a change in the conservation status of a Listed Species or Community.

15O. The Parties agree to:

- (a) work together to try and achieve alignment of Statutory Conservation Planning Documents for the same species or community, within any constraints imposed by legislation; and
- (b) encourage implementation of priority actions identified in any relevant Statutory Conservation Planning Document,

that relate to a Listed Species or Community.

15P. Victoria agrees to:

- (a) use and maintain science-based planning tools to determine priority actions for the management of Listed Species and Communities, and make those planning tools publicly accessible; and
- (b) consider the broader benefits and potential impacts on other native species in determining priority actions.

15Q. The Parties acknowledge the need to achieve a net improvement in the outlook for native species through an improvement in suitable habitat and the active management of threats.

15R. For all Listed Species and Communities present in the East Gippsland RFA Region, Victoria will use its best endeavours to:

- (a) protect important populations and sufficient current and future habitat in the CAR Reserve System where such action is likely to ensure that viable populations are maintained throughout the species' range;
- (b) as appropriate, apply additional measures where that species or community is Climate Change Vulnerable, including (but not limited to) measures such as:



- (i) identification and protection of Refugia;
  - (ii) greater active management, including of threats; and
  - (iii) consideration of options for translocation, gene mixing and ex situ conservation; and
- (c) protect important occurrences of the species or community in the CAR Reserve System and maintain or restore ecological management regimes to ensure its viability.

15S. The Parties recognise the vital role that active management of threats to Listed Species and Communities plays in achieving their recovery. Victoria is committed to the active management of Native Forests on Public Land through proactive measures such as pest and weed control, use of silviculture practices to improve the Forest's structure and condition and revegetation of priority areas.

### **World Heritage Places**

16. The Parties acknowledge that the World Heritage Values of a World Heritage Place are protected by Part 3 of the EPBC Act as, pursuant to section 42 of the EPBC Act, the exemption to the application of Part 3 for RFA Forestry Operations does not apply to a property included in the World Heritage List.
- 16A. The Parties agree to participate in the assessment of any future World Heritage Places consistent with the Australian World Heritage Intergovernmental Agreement.

### **National Heritage Places**

- 16B. The Parties agree that the Forest Management System provides for the protection of National Heritage Values of National Heritage Places in accordance with National Heritage Management Principles.

### **Commonwealth Heritage Places**

- 16C. The Parties agree that the Forest Management System provides for the protection of Commonwealth Heritage Values through the management of Commonwealth Heritage Places in accordance with Commonwealth Heritage Management Principles.

### **Ramsar Wetlands**

- 16D. The Parties acknowledge that the Forest Management System, in conjunction with Commonwealth law, provides for the protection of the ecological character of Ramsar Wetlands, in accordance with Australia's obligations under the Ramsar Convention, by:
- (a) the application of Part 3 of the EPBC Act, as the exemption to the application of Part 3 of the EPBC Act for RFA Forestry Operations does not apply to Ramsar Wetlands pursuant to section 42 of the EPBC Act;
  - (b) management of Ramsar Wetlands under the Forest Management System, including having regard to Ramsar Wetland information sheets and Ramsar Wetland ecological character descriptions; and
  - (c) management of the relevant threatened ecological communities listed under the FFG Act or the EPBC Act.

17. NOT USED

18. NOT USED

### **Export Controls**

19. Parties note that current Commonwealth export licence arrangements provide that exports of Processed and Unprocessed Wood sourced from:

- (a) native forests in areas covered by an RFA can occur without the need for a licence under the *Export Control Act 1982* (Cth) in accordance with its terms, and those of the regulations made thereunder, and the terms of the *Regional Forest Agreements Act 2002* (Cth); and
- (b) Victorian Plantations in areas covered by an RFA will not be subject to the operation of the *Export Control Act 1982* (Cth) or any other export control law within the meaning of the *Regional Forest Agreements Act 2002* (Cth) where a code of practice for Victoria has been approved under the *Export Control (Unprocessed Wood) Regulations* and that approval remains in effect.

20. The Commonwealth will ensure that no controls under the *Export Controls Act 1982* (Cth) or the regulations made thereunder, other than those described in clause 19, will apply to the export of Processed and Unprocessed Wood sourced from the East Gippsland RFA Region while this Agreement is in place.

21. NOT USED

22. NOT USED

23. NOT USED

### **Changes to the Agreement**

24. This Agreement may only be amended with the consent, in writing, of both Parties. Parties agree to work cooperatively to address any differences between them as to the interpretation or implementation of the Agreement. Such differences will be raised in writing by the concerned party in accordance with the dispute resolution provisions at clauses 6A to 6F. The Agreement will cease to operate only on notification in writing.

### **Monitoring, Reporting and Consultative Mechanisms**

24A. The implementation of this Agreement is monitored through:

- (a) the Milestones provision at clause 25;
- (b) annual meetings conducted in accordance with clauses 29A and 29B;
- (c) Five-yearly Reviews conducted in accordance with clauses 30 to 31N;
- (d) Major Event Reviews conducted in accordance with clauses 32A to 32E;
- (e) the monitoring and reporting provisions contained in clauses 26 to 29; and
- (f) the auditing provisions contained in clauses 34A to 34J.

- 24B. The Parties agree to maintain open communication on matters relating to the implementation of this Agreement, including raising and responding to issues at any time.

### **Milestones**

25. This Agreement establishes Milestones. The Parties will report annually on their achievement as part of each annual meeting using an appropriate public reporting mechanism.

### **Monitoring, Reporting and Consultative Mechanism on Ecologically Sustainable Forest Management**

26. Victoria will report on the results of monitoring of Sustainability Indicators.

- 26A. The Parties agree that, for the purposes of clause 26, Victoria will publicly report on the results of monitoring of Sustainability Indicators as part of each Five-yearly Review.

- 26B. The Parties recognise that:

- (a) the Forest Management System is enhanced by adaptive management and continuing mechanisms to monitor, report and evaluate the sustainability of Forest Management policies and practices;
- (b) ESFM outcomes are enhanced by genuinely engaging with stakeholders and local communities in a transparent and accessible way, to enable meaningful participation in decision-making processes;
- (c) fostering stakeholder and community understanding of ESFM in the East Gippsland RFA Region is important; and
- (d) a range of processes and instruments exist which provide for public participation, consultation and/or reporting, including (but not limited to) processes associated with:
  - (i) preparation and review of legislation, regulations, codes of practice and Statutory Conservation Planning Documents;
  - (ii) Victorian Environment Assessment Council studies;
  - (iii) preparation and review of strategies and plans for the management of Native Forest, including the management of Forestry Operations in State Forests (until such time as they cease on 30 June 2030) and fire;
  - (iv) reporting on Harvest Levels and volumes of Timber Resources taken from the RFA Region;
  - (v) State of the Forests reporting; and
  - (vi) Five-yearly Reviews and Major Event Reviews.

27. Comprehensive Regional Assessments and the development of this Agreement provided extensive opportunities for public participation and reporting. Parties recognise that the public reporting activities and on-going opportunities for public participation and consultation associated with existing Victorian and Commonwealth processes and instruments will continue.

28. In addition to these activities, Victoria agrees to publish future reports of audits of compliance with the Code of Practice for Timber Production. Supporting documents will also be publicly available.
29. Victoria will further develop the transparency and accountability of its Forest Management processes by producing, publishing and regularly reviewing Statements of Regulatory Intent.

### **Annual meetings**

- 29A. The Parties agree to hold annual executive-level bilateral meetings to monitor the implementation and performance of the Agreement. As part of each annual meeting the Parties will:
  - (a) assess progress against or achievement of the Milestones that fell due in the preceding year, or were outstanding from any of the preceding years;
  - (b) assess progress against agreed research activities and identify new research needs and objectives (if any);
  - (c) consider any timber harvesting compliance issues which have arisen in the preceding year;
  - (d) consider the impacts of any Major Events within the preceding year;
  - (e) identify and discuss any issues relating to the operation or performance of the Agreement in the preceding year;
  - (f) discuss the preparation and implementation of Statutory Conservation Planning Documents in accordance with the terms of this Agreement for Listed Species and Communities within the RFA Region; and
  - (g) discuss any matters or issues or events that have arisen in the preceding year.
- 29B. A joint statement that reports on the outcomes of the annual meetings will be made publicly available by being published on an internet site maintained by, for or on behalf of one or both Parties.

### **Five-yearly Reviews**

#### *Five-yearly Review scope and process*

30. Subject to clause 31C, for each five year period, a review of the performance of the Agreement will be undertaken. The purpose of the Five-yearly Review is to assess and evaluate:
  - (a) the extent to which the operation of the Agreement has produced outcomes that:

- (i) provide for a CAR Reserve System;
  - (ii) provide for ESFM and adaptive Forest Management;
  - (iii) provide for the long-term stability of Forests and Forest Industries;
  - (iv) demonstrate effective management of MNES, which is to be assessed having regard to condition trends of each MNES;
  - (v) advance Traditional Owner self-determination and the effective management of MTOS;
  - (vi) achieve the highest and best value uses of Native Forests on Public Land having regard to all Forest values, including Traditional Owner, social, environmental, Ecosystem Services and economic values; and
  - (vii) support the achievement of objectives within national and Victorian biodiversity strategies;
- (b) the effectiveness of management prescriptions and responses to disturbances related to Listed Species and Communities;
  - (c) the Parties' progress in developing and implementing Statutory Conservation Planning Documents in accordance with the terms of this Agreement;
  - (d) whether the Milestones have been implemented in a manner that furthers the outcomes listed in clause 30(a);
  - (e) Victoria's performance against the list of Sustainability Indicators developed under clause 39A of this Agreement;
  - (f) the social and economic benefits derived from the management and use of Forests;
  - (g) whether current and proposed research across the Forest Estate is sufficient, is prioritised appropriately and addresses known knowledge gaps;
  - (h) the extent to which Victoria has supported the advancement of Traditional Owner Knowledge and its application to Forest Management;
  - (i) the extent to which the commitments in the joint government responses to the preceding Five-yearly Reviews have been adequately implemented;
  - (j) the current and forecast impacts of Climate Change on the CAR Reserve System, ESFM and the stability of Forests and Forest Industries; and
  - (k) the adequacy of the CAR Reserve System (as provided for under this Agreement) in meeting the functions identified in clause 47 of this Agreement.

#### 30A. NOT USED

31. The purpose of the Five-yearly Review process under this Agreement is not to renegotiate the Agreement. While the review process will not open up the Agreement to re-negotiation, both Parties may agree to modifications to this Agreement to incorporate the results of the review.

31A. The Parties note that the Victorian State of the Forests Report required by the *Sustainable Forests (Timber) Act 2004* (Vic) provides an ongoing mechanism to monitor implementation of ESFM,

including across key environmental, social and economic indicators. As such, it will be a key source of information in the Five-yearly Reviews under this Agreement.

31B. The Parties agree that:

- (a) the timing of the Five-yearly Review will align with Victorian and national forest reporting;
- (b) consultation and the Further Assessment of Matters Report undertaken in 2019 as part of the process of extending this Agreement, the results of the monitoring of Sustainability Indicators for the national *State of the Forests Report 2018* and the Victorian *State of the Forests Report 2018* constitute the Five-yearly Review that was due in 2020; and
- (c) the next Five-yearly Review will commence in 2025 and thereafter, subject to clause 31C, within the last year of each five year period during the term of the Agreement.

31C. The Parties agree that, where a Five-yearly Review falls due for commencement in the final year of the Agreement, no Five-yearly Review is required to be undertaken, however, Victoria will provide the Commonwealth with a report on the condition trends of MNES present in Victoria.

*Conduct of Five-yearly Review*

31D. Five-yearly Reviews are to be conducted by a panel (the Panel) comprised of:

- (a) the Victorian Commissioner for Environmental Sustainability or, if there is no Victorian Commissioner for Environmental Sustainability, an independent reviewer selected by Victoria and agreed by the Commonwealth;
- (b) an independent reviewer selected by the Commonwealth of Australia and agreed by Victoria; and
- (c) other members, as agreed by the Parties.

31E. For the purposes of clause 31D(c), the Parties will actively consider Traditional Owner representation on the Panel.

31F. The Parties must jointly prepare and agree upon the terms of an agreement (the Scoping Agreement) which:

- (a) sets out the matters which the Panel must consider and report on, which must include the matters specified in clauses 30(a) to (k);
- (b) includes the proposed approach to consultation and engagement with Traditional Owners, stakeholders and communities; and
- (c) identifies any agreed timeframes, priorities, procedures and funding arrangements.

31G. For the purposes of clause 31F(c), the Parties agree that they will share equally the costs associated with activities that the Parties agree are required to be undertaken for each Five-yearly Review, and that such activities will be set out in the Scoping Agreement.

31H. The Parties must jointly prepare a report (the Supplementary Report) that supplements the Victorian State of the Forests Report by providing any additional information or data required in order to:

- (a) inform the consultation and engagement; and
- (b) enable the Panel to consider the Parties' progress in achieving the outcomes set out in clauses 30(a) to (k).

31I. The Parties agree that, in conducting each Five-yearly Review, the Panel will be engaged to:

- (a) consider the matters specified in clauses 30(a) to (k) and any other matters outlined in the Scoping Agreement developed pursuant to clause 31F, having regard to:
  - (i) the Victorian State of the Forests Report;
  - (ii) the Supplementary Report;
  - (iii) the statements prepared jointly by the Parties pursuant to clause 29B of this Agreement as part of the annual meeting procedure;
  - (iv) feedback received from consultation and engagement undertaken to inform the Five-yearly Review; and
  - (v) any other public reports which the Panel considers relevant to the matters that are to be considered by it;
- (b) set the strategic direction for, agree the approach to and take into account feedback received from consultation and engagement with Traditional Owners, stakeholders and communities to inform the Five-yearly Review; and
- (c) develop and submit a report (the Five-yearly Review Report) detailing the Panel's findings and recommendations,

in accordance with the terms of and the timeframes prescribed in the Scoping Agreement.

31J. In accordance with subsection 10(6) of the *Regional Forest Agreements Act 2002* (Cth), the Commonwealth Minister responsible for forestry will table each Five-yearly Review Report in each House of the Parliament within 15 sitting days of that House after the report is provided to the Minister.

31K. The Parties agree to:

- (a) meet to consider the findings and recommendations of each Five-yearly Review Report; and
- (b) publish a joint government response to the recommendations within six months of the publication of the Five-yearly Review Report, which will provide details of any actions that the Parties agree to take, either jointly or individually.

31L. In the development of a joint government response pursuant to clause 31K(b), Victoria will consult with Traditional Owners in relation to the findings and recommendations contained in the Five-yearly Review Report.

31M. The Parties agree to work collaboratively to implement the Parties' commitments in the joint government response released by the Parties pursuant to clause 31K(b) of this Agreement.

*Satisfactory completion of Five-yearly Review*

31N. A Five-yearly Review will be satisfactorily completed upon the public release of the joint government response to the Five-yearly Review Report pursuant to clause 31K(b) of this Agreement.

32. NOT USED

**Major Event Review**

32A. Subject to clause 32B, within six months of the occurrence of a Major Event, the Parties may jointly agree to conduct a review to assess the impacts of the Major Event on the:

- (a) operation of the Agreement;
- (b) ESFM;
- (c) CAR Reserve System;
- (d) effective management and protection of MNES;
- (e) Harvest Level; or
- (f) long-term stability of Forests and Forest Industries.

32B. A review pursuant to clause 32A of this Agreement:

- (a) can only be undertaken if both Parties jointly agree to undertake the review;
- (b) is to be conducted by a Panel constituted in accordance with clause 31D of this Agreement;
- (c) is to be jointly funded by the Parties in accordance with clause 32C;
- (d) must include public consultation and an assessment of the impacts of the Major Event on Environment and Heritage Values, Listed Species and Communities, Ecosystem Services, economic and social values; and
- (e) can constitute a Five-yearly Review if it:
  - (i) is agreed by both Parties;
  - (ii) is carried out for the whole of the RFA Region;
  - (iii) is conducted within one year of the date on which the Five-yearly Review is due to be commenced pursuant to clause 31B(c);
  - (iv) meets the purpose and scope of a Five-yearly Review described in clause 30; and
  - (v) is conducted in accordance with clauses 31D to 31E.

32C. For the purposes of clause 32B(c), the Parties agree that they will share equally the costs associated with activities that the Parties agree are required to be undertaken for each Major Event Review, and that such activities will be set out in a Scoping Agreement prepared in accordance with clause 32D of this Agreement.



32D. The Parties must jointly prepare and agree upon the terms of an agreement (the Scoping Agreement) which:

- (a) sets out the matters which the Panel must consider and report on;
- (b) includes the proposed approach to consultation and engagement with Traditional Owners, stakeholders and communities; and
- (c) identifies any agreed timeframes, priorities, procedures (including the process for ending a review) and funding arrangements.

32E. For the avoidance of doubt, the Parties agree that the purpose of a Major Event Review is not to open the Agreement up to renegotiation, but to assess the impacts of the Major Event on the matters identified in clause 32A for the purposes of considering what, if any, remedial action needs to be undertaken to address the impacts of the Major Event.

## **ECOLOGICALLY SUSTAINABLE FOREST MANAGEMENT**

33. The Parties agree that ESFM is an objective which requires a long term commitment to continuous improvement and that the key elements for achieving it are:

- the establishment and maintenance of a CAR Reserve System (Attachment 1);
- providing for the long-term stability of Timber and Forestry Products Industries;
- an integrated and strategic Forest Management System that actively generates and is capable of responding to new information; and
- ensuring that harvested areas of Native Forest on Public Land are successfully regenerated, maintaining the natural floristic composition.

33A. The Parties agree that the Victorian Forest Management System provides for ecologically sustainable management of Forests in the East Gippsland RFA Region and that these processes and systems are accredited by the Commonwealth in clause 36 of this Agreement.

33B. The Parties recognise that the Victorian Forest Management System is designed to produce effective outcomes for fauna, flora, soil and water conservation and Environment and Heritage Values in State Forests and provides a sound basis for implementation and continual improvement of such to achieve ESFM.

33C. Victoria confirms its commitment to the ongoing implementation and achievement of ESFM on both Public Land and Private Land through the continued implementation of and improvements to its Forest Management System and adaptive Forest Management.

33D. Victoria commits to:

- (a) undertaking a comprehensive review of the Code of Practice for Timber Production by December 2023; and
- (b) thereafter, considering what, if any, updates to the document are required at least every five years for so long as the Agreement remains in effect.

In line with relevant legislative requirements, the process to amend the Code of Practice for Timber Production will include consultation with the public.

33E. The Parties recognise that ongoing and enhanced monitoring and data analysis is necessary to ensure the Forest Management System is able to adapt in response to changing circumstances and to enable strategic, long-term decisions about Forests.

34. Victoria undertakes to:

- continue to manage the Dedicated Reserves within the CAR Reserve System in accordance with the relevant government approved response to the recommendations of the Land Conservation Council, the Environment Conservation Council and VEAC; and
- manage cultural values, both Aboriginal and non-Aboriginal, in the East Gippsland RFA Region in accordance with the principles set out in Part 2 of Division 1 of the *Aboriginal Heritage Act 2006* (Vic) and the *Heritage Act 2017* (Vic).

### **Auditing of the Agreement**

#### *Initiating an audit*

34A. Subject to clauses 34B and 34C either Party may initiate an audit if that Party has reasonable grounds to suspect that a Party has not complied with a:

- (a) material term of this Agreement; or
- (b) Milestone.

34B. Before a Party may initiate an audit, the initiating Party must issue upon the other Party a written notice which:

- (a) advises of its intention to initiate an audit;
- (b) outlines the reasons why it intends to initiate an audit; and
- (c) if relevant, specifies what remedial actions the other Party could take to wholly address the concerns being raised by the initiating Party.

34C. Where a Party initiates an audit, the written notice provided under clause 34B must identify the period of time which the audit is to consider. The period of examination cannot pre-date the period of time reviewed as part of the most recent Five-yearly Review.

34D. A Party cannot initiate an audit unless:

- (a) a period of 90 calendar days has passed since the date on which a written notice was issued pursuant to clause 34B;
- (b) a remedial action identified in a notice given under clause 34B (if any) has not been complied with; and
- (c) it has consulted with the other Party in relation to the:
  - (i) scope of the audit;
  - (ii) the conduct of the audit, including any public facing components;
  - (iii) criteria against which the audit will be conducted; and
  - (iv) appointment of an independent auditor.

### *Conduct of audits*

- 34E. Audits must be conducted by an independent auditor that is to be appointed by the initiating Party in consultation with the other Party. The independent auditor must be directed by the initiating Party to produce a report that makes findings and identifies any remedial actions that should be taken to address any identified issues.
- 34F. The scope of an audit is confined to an assessment of the matters identified in a written notice given under clause 34B of this Agreement.
- 34G. An audit should be conducted in the most efficient and effective manner possible to address the matters identified by the initiating Party and must have regard to the views and concerns of both Parties.
- 34H. The Parties agree to cooperate fully in any audit.
- 34I. Either Party may publish a report produced by the independent auditor in accordance with a direction issued under clause 34E:
- (a) with the prior written consent of the other Party; or
  - (b) as required by law.
- 34J. The costs of an audit will be borne by the initiating Party.

### **Forest Management System**

35. Parties agree that Victoria's Forest Management System (including its legislation, policies, codes, plans and management practices) provides for continuous improvement in relation to ESFM.
36. The Commonwealth accredits Victoria's Forest Management System for East Gippsland, as amended by this Agreement. The system includes:
- Forest Management Plans and the process for their review;
  - the *Sustainable Forests (Timber) Act 2004* (Vic);
  - the *Flora and Fauna Guarantee Act 1988* (Vic);
  - the process for forecasting the Harvest Level in the East Gippsland RFA Region; and
  - the systems and processes established by the Code of Practice for Timber Production and the Code of Practice for Bushfire Management on Public Land.
- 36A. Victoria will notify the Commonwealth of any substantive changes to the Forest Management System in a timely manner and, where possible, discuss the proposed changes with the Commonwealth in advance of any final decision.
- 36B. Victoria will, for the duration of this Agreement continue implementing and improving its Forest Management System.

### **Sustainability Indicators**

37. Parties agree that the current Forest Management System will maintain appropriate mechanisms to monitor and review the sustainability of forest management practices. The Parties note that Victoria will continue to align key performance indicators in the Victorian State of the Forest

Report with the Montreal Process Criteria and indicators (as amended from time to time), the current form of which is specified in Attachment 8, and will take into account the framework of regional indicators developed by the Montreal Process Implementation Group for Australia (MIG). Indicators will be practical, measurable, cost-effective and capable of being implemented at the regional level.

38. NOT USED

39. Victoria has a set of Sustainability Indicators, which are aligned with the Montreal Process Criteria and indicators, as adapted to Australia through the Montreal Process Implementation Group for Australia, and are reported on every five years in the Victorian State of the Forests Report and inform the Five-yearly Review.

39A. Victoria will continue to publicly report on its Sustainability Indicators every five years in its State of the Forests Report to align with and inform the Five-yearly Reviews required under this Agreement.

39B. Victoria will, in consultation with Traditional Owners, review its Sustainability Indicators by 2023 having regard to:

- (a) maintaining a list of Sustainability Indicators which, at a minimum, will account for the Montreal Process Criteria and indicators;
- (b) the United Nations Sustainable Development Goals and their successors or equivalents;
- (c) the United Nations Declaration on the Rights of Indigenous Peoples;
- (d) Traditional Owner Knowledge and practice;
- (e) relevant MTOS;
- (f) a wide range of contemporary Forest values and uses; and
- (g) any relevant national targets.

40. Victoria agrees to review its Sustainability Indicators following each relevant review of the National Sustainability Indicators and will, at a minimum, maintain a list of indicators that satisfies national level reporting requirements.

### **Private Land**

41. The Parties reaffirm their commitments made in the NFPS to the conservation and management of the private Forest Estate. The Parties note that Victoria has, under the *Planning and Environment Act 1987* (Vic), native vegetation retention controls to regulate the clearance of Native Forest on Private Land.

42. Under Victorian law private Forest owners are required to ensure that their management operations are consistent with the Code of Practice for Timber Production, and to have in place adequate mechanisms to protect nature conservation and catchment values.

42A. EVCs predominantly occurring on Private Land within the RFA Region which are current priorities for conservation are identified in Tables 1a and 1b in Attachment 1. The Parties agree that priority EVCs occurring predominantly on Private Land (as identified in Tables 1a and 1b in Attachment 1) can be managed to protect values consistent with the JANIS Reserve Criteria or

could contribute to the CAR Reserve System through a range of mechanisms, including (but not limited to) the mechanisms identified in Attachment 1.

- 42B. The Parties recognise the importance of Environment and Heritage Values, Listed Species and Communities and Ecosystem Services on Private Land. Victoria agrees to continue to support processes which will facilitate the voluntary participation by private landholders to protect these values on Private Land, which in turn becomes part of the CAR Reserve System.
- 42C. Victoria will, for the duration of this Agreement, investigate and pursue opportunities to increase permanently protected areas as well as enhance conservation on Private Land through additions to the CAR Reserve System.
- 43. NOT USED
- 44. NOT USED
- 45. NOT USED
- 46. NOT USED

#### **THE CAR RESERVE SYSTEM**

- 47. Parties agree that the primary function of the CAR Reserve System is to ensure the long-term conservation and protection of Environment and Heritage Values, Listed Species and Communities and Ecosystem Services, and that the CAR Reserve System will be maintained for this purpose. The CAR Reserve System includes the land described in Attachment 1.
- 47A. The Parties acknowledge that, in addition to the maintenance of the CAR Reserve System, achieving the long-term conservation and protection of Environment and Heritage Values, Listed Species and Communities and Ecosystem Services requires active management by Victoria to address Threatening Processes.
- 48. Parties agree that the CAR Reserve System described in Attachment 1, in conjunction with the arrangements proposed for Private Land in Attachment 1, satisfies the JANIS Reserve Criteria, through the provision of each of the constituent elements as described in clause 48A. Each element of the reserve system will be administered in accordance with Victorian legislation.
- 48A. The Parties agree that the CAR Reserve System established in accordance with this Agreement (including as it has been progressively added to and as further defined in Attachment 1), comprises:
  - (a) Dedicated Reserves;
  - (b) Informal Reserves;
  - (c) areas with CAR Values protected by prescription; and
  - (d) Private Land with CAR Values protected under secure management arrangements entered into with Private Land owners,

and that changes to the composition of these constituent elements enable the provision of adaptive and ecologically sustainable management of Forests.

- 49. Victoria agrees to implement the CAR Reserve System described in Attachment 1. The extent of the CAR Reserve System within Dedicated Reserves and Informal Reserves:

- (a) at the time of the establishment of the Agreement in 1997 is identified on Map 1;
  - (b) as at December 2019 is identified on Map 2; and
  - (c) will be periodically mapped and made publicly available.
- 49A. Victoria agrees to maintain a CAR Reserve System in the East Gippsland RFA Region that satisfies the JANIS Reserve Criteria (through the provision of each of the constituent elements as described in clause 48A) and contributes towards the National Reserve System in respect of Forest communities.
- 49B. Victoria will use its best endeavours to progressively increase protection levels for priority EVCs as soon as practicable, subject to wood supply commitments.
- 49C. Victoria will use its best endeavours to conserve and protect all EVCs, with a particular focus on vulnerable, rare and endangered EVCs, both within the CAR Reserve System and off reserve (non-CAR Reserve components of State Forests and Private Land), by:
- (a) identifying opportunities to reduce the extent and severity of Threatening Processes;
  - (b) increasing the protection of hollow bearing trees and tree ferns in relevant EVCs to maintain ecological processes;
  - (c) limiting the impacts of bushfires and planned burning and associated operational activities;
  - (d) actively managing pest plants and animals;
  - (e) investigating opportunities to implement alternative silviculture techniques such as variable retention harvesting;
  - (f) adapting to the impacts of natural disturbances, such as bushfires; and
  - (g) implementing any other mechanisms considered appropriate, as determined based on the best available science.
- 49D. Victoria commits to review the conservation status of EVCs prior to the commencement of each Five-yearly Review under this Agreement.
- 49E. Subject to clauses 50 and 50A, the Parties agree that changes will be periodically required to the CAR Reserve System to reflect changes in information or management arrangements and the impacts of natural disturbances such as bushfires.
50. Parties agree that changes to that component of the CAR Reserve System in State Forest will only occur in accordance with this Agreement, will not lead to a net deterioration in the protection of identified CAR Values, and will be publicly available.
- 50A. The Parties note that, for the purposes of clause 50, the principles and guiding considerations that will inform changes to the CAR Reserve System in State Forests are:
- (a) providing for the highest and best value uses of Forests (greatest benefits);
  - (b) providing climate Refugia for Listed Species and Communities;
  - (c) increasing habitat connectivity;

- (d) addressing Climate Change Vulnerability;
  - (e) considering the impacts on Forest Industries and other uses;
  - (f) considering the impacts on Ecosystem Services;
  - (g) providing for appropriate Forest structure and age distribution and sufficient protection and management of areas of maturing Forest to facilitate Old Growth Forest recruitment; and
  - (h) adapting to the impacts of natural disturbances such as bushfires on Forest values.
- 50B. Victoria will notify the Commonwealth of any substantive changes to the CAR Reserve System that may significantly impact on MNES or wood supply to industry.
51. Victoria agrees to:
- (a) produce, publish and maintain in force at any given time one or more Forest Management Plans that apply to the land within the RFA Region; and
  - (b) review and update any Forest Management Plan that applies, either in part or wholly, to land within the East Gippsland RFA Region by December 2023 and at least every ten years thereafter for so long as this Agreement remains in effect.
- 51A. For the purposes of clause 51, in reviewing the Forest Management Plans Victoria will have regard to all relevant matters, including (but not limited to):
- (a) the needs of the Forest in order to maintain ecosystem health and vitality;
  - (b) Traditional Owner Country Plans or equivalent, associated strategies and agreements or relevant documents;
  - (c) the objectives, targets and metrics in Victoria's current biodiversity strategy;
  - (d) the broad range of values and uses of the Forest;
  - (e) the impacts of Climate Change;
  - (f) community aspirations and objectives;
  - (g) the need for active management to reduce bushfire risk and support the recovery of Forests and communities that depend on them after bushfire;
  - (h) threat management; and
  - (i) actions for surface and groundwater catchment management and soils.
52. The Parties recognise that all Victorian Rainforest is protected from timber harvesting through the Forest Management System which, in addition to protecting Rainforest from disturbance will provide for the recovery of Rainforest in areas where it has been fragmented or disturbed. Victoria will protect Rainforest communities from the impacts of timber harvesting through the use of appropriate buffers to maintain microclimatic conditions and protect from disease and other disturbance.
- 52A. The Parties note that, on 7 November 2019, Victoria committed to protecting all Old Growth Forest within Native Forests on Public Land from timber harvesting. Victoria will include in the

Forest Management System mechanisms to protect all Old Growth Forest within Native Forests on Public Land from timber harvesting.

- 52B. Victoria commits to ensuring that, for the duration of the Agreement, all Rainforest and Old Growth Forest within Native Forests on Public Land will remain protected from timber harvesting.

### **Protection of Environment and Heritage Values**

- 52C. The Parties agree to maintain the level of protection of Environment and Heritage Values in the RFA Region, but recognise that minor changes to the manner in which such protections are implemented may occur as a result of changes to the CAR Reserve System in State Forest.

- 52D. The Parties agree that the CAR Reserve System, established in accordance with this Agreement, and the application of the Forest Management System in Victoria, protects Environment and Heritage Values. Further protection is provided through other mechanisms within the Forest Management System.

### **Climate Change**

- 52E. The Parties acknowledge:

- (a) Climate Change is driving more extreme weather and disturbance events that will impact on a wide range of Forest Values, including Biodiversity, water and Timber Resources;
- (b) Climate Change is a continuing and Threatening Process for Listed Species and Communities and other MNES;
- (c) Climate Change will have an impact on ESFM, the CAR Reserve System and the stability of Forests and Forest Industries;
- (d) Integrating Climate Change adaptation into Forest Management, including the management of Listed Species and Communities and other MNES, is required to build resilience and manage climate risks and meet the objectives of ESFM;
- (e) the need to manage Forests to maintain or enhance the sequestration and storage of carbon;
- (f) that maintaining Native Forests, through the CAR Reserve System, the Forest Management System and other mechanisms, plays an important role in the effective management of carbon within the carbon cycle; and
- (g) that effective management of Forests to maintain functioning Forest Ecosystems in a changing climate is required to maintain the quality and quantity of water resources.

- 52F. The Parties agree to use their best endeavours to improve Climate Change resilience and future viability of Listed Species and Communities and other MNES informed by best practice approaches, best available science and Traditional Owner Knowledge.

- 52G. Victoria:

- (a) agrees to manage its Forests in accordance with the NFPS objectives and policies as they relate to Climate Change, adaptation and carbon;
- (b) will review the comprehensiveness, adequacy and representativeness of the CAR Reserve System by December 2021, having regard to current and forecast impacts of



Climate Change using the best available science, and thereafter as part of each Five-yearly Review; and

- (c) will use reasonable endeavours to ensure that all EVCs that are Climate Change Vulnerable are afforded additional protections beyond that provided for under the JANIS Reserve Criteria.

52H. The Parties agree that, if the outcome of a Five-yearly Review indicates that Climate Change has had, or is forecast to have, a significant impact on the CAR Reserve System, Victoria will consider whether changes are required to the CAR Reserve System.

52I. For the purposes of clause 52H, Victoria must consider the impact that any changes to the CAR Reserve System may have on ESFM and the long-term stability of Timber and Forestry Products Industries.

## **FOREST INDUSTRIES**

53. The Parties recognise the importance of Forest Industries to generating jobs and economic benefits for Victorian communities. The Parties intend that this Agreement will enhance opportunities for further growth and development of Forest Industries in the East Gippsland RFA Region.

53A. Victoria is committed to:

- (a) supporting the expansion of a range of Forest Industries to drive jobs and economic benefits to rural and regional communities;
- (b) undertaking, as appropriate, activities to better quantify the benefits and impacts of a range of current and emerging Forest Industries; and
- (c) including data and information about a wide range of Forest Industries, values and uses in future reviews and reporting.

53B. Victoria will facilitate greater collaboration between Forest Industries to enable the highest and best use of the available Forest resources.

### ***Timber and Forestry Products Industries***

53C. The Parties recognise that, from 1 July 2030, all commercial harvesting of Timber Resources from Native Forests on Public Land in Victoria will cease.

53D. The Parties recognise that, until 30 June 2030, State Forest outside the CAR Reserve System can be available for timber harvesting in accordance with the *Sustainable Forests (Timber) Act 2004* (Vic) and the Code of Practice for Timber Production.

53E. Victoria recognises that, until 30 June 2030, the provision of forecasts of the long- and medium-term supply of available Timber Resources from State Forest plays a vital role in supporting investment and diversification by Timber and Forestry Products Industries. In addition, Victoria recognises that the provision of supply forecasts and the basis for their calculation is important to other Forest Industries and users, and the broader Victorian community.

53F. Victoria will forecast and make publicly available the Harvest Level from State Forests in the RFA Region. In determining the Harvest Level, Victoria will have regard to the following factors:

- (a) the requirements of ESFM for the RFA Region;

- (b) the area available for timber harvesting;
  - (c) the inventory of timbers of each productive forest type (ash and mixed species eucalypt) in the area available for timber harvesting;
  - (d) the forecast structure and growth rates of forests in the RFA Region having consideration to Climate Change, bushfires and other relevant factors;
  - (e) any policy and regulatory obligations; and
  - (f) any other relevant factors.
- 53G. When publishing and making available the Harvest Level, Victoria will specify the methodology and assumptions used to forecast the Harvest Level.
- 53H. Victoria commits to ensuring that the volume of Timber Resources harvested from State Forest in the RFA Region over the period 1 July 2019 to 30 June 2030, for both ash and mixed species, will not:
- (a) over any five year period from 1 July 2019 to 30 June 2030, exceed the cumulative total of the Harvest Level as calculated for each year of that five year period; or
  - (b) in any given year, amount to more than 120 per cent of the annual Harvest Level for that year.
- 53I. Up until 30 June 2030, Victoria will:
- (a) review and, as necessary, adjust the Harvest Level at least once in every five-year period, taking into consideration the findings of the most recently completed RFA Five-yearly Review process and the findings of the most recent Major Event Review (if any); and
  - (b) make the outcomes of these reviews publicly available.
- 53J. Should a Major Event with the potential to significantly impact the Harvest Level occur, Victoria commits to commencing a review of the Harvest Level within 12 months. A review undertaken following a Major Event can constitute the next regular review required under clause 53I.
- 53K. Victoria will annually report on the annual and cumulative harvest volume of Timber Resources taken for commercial purposes (including sawlog, pulp wood and commercial firewood) from State Forests in the RFA Region that has occurred since 1 July 2019 up until harvesting ceases on 30 June 2030.
- 53L. The Parties commit to working to remove regulatory barriers to, and stimulate private and public investment in, Timber and Forestry Products Industries across Victoria's Forest Estate, including:
- (a) new research and development, innovation and technology to maximise job creation and the efficient, high-value utilisation of timber; and
  - (b) Plantation and farm forestry development, downstream processing, value-adding industries.
- 53M. As part of providing greater security of access to resources, the Commonwealth will not prevent enterprises obtaining, using or exporting Processed and Unprocessed Wood sourced from Forests in the East Gippsland RFA Region in accordance with this Agreement.

### ***Apiculture***

- 53N. The Parties recognise that the apiculture industry contributes to food security through the provision of crop pollination services and requires access to floral resources within Forests.
- 53O. The Parties support access to and management of select areas of Native Forest on Public Land to provide beekeepers with access to apiary sites for the purposes of apiculture.

### ***Tourism and recreation***

- 53P. The Parties acknowledge that nature-based tourism, cultural tourism and recreation associated with Native Forests provide a growing source of employment and revenue for regional communities.
- 53Q. The Parties support access to and management of select areas of Native Forest on Public Land to provide opportunities for a diverse range of recreation and tourism experiences.

### ***Carbon markets***

- 53R. The Parties acknowledge the social, environmental and economic opportunities from Forests presented by emerging carbon markets.

## **INDIGENOUS HERITAGE AND TRADITIONAL OWNER RIGHTS AND PARTNERSHIPS**

54. Victoria agrees to ensure the appropriate management and protection of Aboriginal heritage, including the maintenance of Traditional Owner identified living natural and biocultural uses and values.
- 54A. The Parties agree that the Forest Management System provides a framework for the protection of Aboriginal Heritage Values.
- 54B. Victoria will ensure that the Forest Management System provides for the management and protection of Traditional Owner identified living natural and biocultural values and uses.
- 54C. Through self-determination, Victoria will empower Traditional Owners to lead the application of Traditional Owner Knowledge in land management practices and innovations, including tangible and intangible heritage and identity.
55. This Agreement is not intended to influence either current or future Native Title claims in any way. The Parties acknowledge that if any implementation of this Agreement could affect Native Title rights and interests, that action will be taken in accordance with the *Native Title Act 1993* (Cth) and any future State legislation which deals with Native Title matters.
- 55A. This Agreement is not intended to influence or impact upon any agreements entered into under the *Traditional Owner Settlement Act 2010* (Vic), or those currently under negotiation. The Parties acknowledge that if the implementation of this Agreement could affect rights under the *Traditional Owner Settlement Act 2010* (Vic), that action will be taken in accordance with the *Traditional Owner Settlement Act 2010* (Vic), and any agreements made under that Act that remain in force.
- 55B. The Parties acknowledge the:
- (a) cultural obligations and responsibilities of Traditional Owners under Traditional Owner cultural lore, including spiritual, mythological, religious and cultural practices;

- (b) legal rights of Victorian Traditional Owners to partner in land, cultural heritage, cultural, natural resource and ecological management on Country as provided for under law; and
- (c) rights of Traditional Owners to practice cultural activities and generate economic, environmental, cultural and social benefits from the management and use of Country.

55C. Victoria:

- (a) will ensure that Traditional Owners are empowered to have an active role in the management of Forests on Public Land on Country;
- (b) is committed to ensuring the involvement of Traditional Owners in decision making;
- (c) agrees to support the development of a Traditional Owner cultural landscapes strategy, which it will actively seek to implement once developed;
- (d) will actively seek to:
  - (i) implement relevant Traditional Owner Country Plans or equivalent, associated strategies and agreements; and
  - (ii) incorporate Traditional Owner Knowledge, when making decisions regarding the management of Forests;
- (e) will empower Traditional Owners to:
  - (i) develop a sustainable funding model to enable Traditional Owners to meaningfully partner in Forest Management;
  - (ii) identify opportunities for Traditional Owners to partner in land, water, fire and environmental management;
  - (iii) facilitate, where possible, the use of Country for traditional cultural practices including, but not limited to, cultural burning and healing by Traditional Owners;
  - (iv) lead the development of Traditional Owner knowledge management systems including identification and monitoring of MTOS;
  - (v) build awareness and appreciation of Traditional Owner cultures; and
  - (vi) identify economic and employment opportunities from Forests;
- (f) recognises that Traditional Owners seek greater access to privately managed Forests; and
- (g) acknowledges that the development and maintenance of Traditional Owner knowledge management systems will need to be adequately resourced to meaningfully inform Forest Management and Five-yearly Reviews.

55D. The Parties recognise the United Nations Declaration on the Rights of Indigenous Peoples, including the right for the Aboriginal people of Victoria to practise and revitalise their cultural traditions and customs. This includes the right to maintain, protect and develop their cultural traditions and customs, and Data Sovereignty.

## PLANTATIONS

56. The Parties note that in accordance with the terms of the *Export Control Act 1982* (Cth) or the regulations made thereunder, controls on the export of Processed and Unprocessed Wood sourced from Victorian Plantations will not apply where a code of practice for Victoria has been approved

under regulation 4B of the *Export Control (Unprocessed Wood) Regulations* and that approval remains in effect.

- 56A. The Parties recognise that, while this Agreement is in place, Part 3 of the EPBC Act does not apply to Forestry Operations (including in relation to Plantations) within the East Gippsland RFA Region that are undertaken in accordance with the terms of this Agreement, except for Forestry Operations (including in relation to Plantations) that are undertaken in a World Heritage Place or Ramsar Wetland, or incidental to another action whose primary purpose does not relate to forestry.
- 56B. Parties agree that an expansion in the extent of hardwood and softwood Plantations on land that was cleared of Native Forest or native vegetation prior to the commencement of this Agreement (other than land on which Native Forest was harvested and regrown), consistent with environmental and heritage objectives, would be desirable and note that a range of new and existing initiatives will encourage investment in Plantations as a source of both sawlogs and pulpwood.
- 56C. The Parties recognise the important contribution of Plantations to the sustainable future of Victoria's Timber and Forestry Products Industries and the generation of jobs and economic benefits for Victorian communities. Victoria acknowledges that the expansion of the Plantation estate will assist in supporting the Timber and Forestry Products Industries to transition out of harvesting of State Forest by 30 June 2030.
- 56D. The Parties will use their best endeavours to reduce red tape associated with Plantation establishment.
- 56E. Victoria commits to supporting local governments to resolve regulatory issues associated with Plantation establishment.
- 56F. The Commonwealth agrees to work with Victoria to identify and pursue options for improving the regulatory environment for Plantations in Victoria.

#### **OTHER FOREST USES**

- 57. Parties agree that other Forest uses will be determined in accordance with Victorian legislation with due regard for protection of Environment and Heritage Values, Listed Species and Communities and Ecosystem Services. In some limited circumstances that do not relate to the substance of this Agreement Commonwealth legislative provisions may also apply.
- 57A. The Parties recognise the wide range of values and uses afforded to Victorian communities from Forests and acknowledge:
  - (a) that Victorians and visitors to Victoria access Forests in order to benefit from a wide range of cultural, recreation and leisure uses; and
  - (b) the health benefits, including physical and mental well-being, that people gain by accessing Forests.
- 57B. The Parties recognise the importance of forest-based recreational activities to Victorians and Victorian communities. Victoria is committed to ongoing community consultation to identify opportunities to enhance the recreational experiences Victorians have in their Forests.
- 57C. Victoria commits to, at a minimum, include specific references to the following when reviewing its Forest Management Plans (or future equivalents):

- (a) the impact of Forest Management on water supply and any associated actions for supply and catchment management;
- (b) the need for the active management of Forests within the region in order to support a range of Forest values and uses, including Forest Industries; and
- (c) the impacts of Climate Change.

### ***Ecosystem Services***

- 57D. The Parties acknowledge the range of Ecosystem Services provided by healthy Native Forests and the benefits (both market and non-market) they provide to people and communities.
- 57E. The Parties also acknowledge the need to consider Ecosystem Services, including (but not limited to) carbon sequestration, water supply and pollination services, in actively managing Victoria's Forests to deliver the greatest benefits to Victorian communities.
- 57F. The Parties agree to contribute towards implementing the *Environmental Economic Accounting: A common national approach – Strategy and Action Plan*, including the valuation of Ecosystem Services, which aims to foster consistent application of the System of Environmental-Economic Accounting Framework.

### ***Mining Operations***

- 58. The Parties recognise that any licence or other authority to undertake Mining Operations can only be granted in accordance with the provisions of the *Mineral Resources (Sustainable Development) Act 1990* (Vic) which, amongst other things, regulates the grant of licences and authorities within components of the CAR Reserve System. The Act provides that (subject to any relevant exemptions) no new licence or authority can be issued in respect of land that is within National Parks, Wilderness Parks, State Parks or Reference Areas.
- 59. Subject to clause 58, the Parties recognise that, to the extent permitted under Victorian and Commonwealth legislation, and subject to any required assessment of environmental impacts, exploration and Mining Operations may be permitted in parts of the CAR Reserve System where the identified conservation values are not incompatible with Mining Operations.
- 59A. The Parties note that the *Mineral Resources (Sustainable Development) Act 1990* (Vic) provides for principles of sustainable development (being those specified in section 2A of the Act) to which regard should be given in the administration of the Act. These principles include the protection of biological diversity and the maintenance of ecological integrity. Victoria will ensure that these principles are considered when assessing proposals to undertake Mining Operations in the CAR Reserve System.
- 60. Rehabilitation of any land that is the subject of a licence or extractive industry work authority granted under the *Mineral Resources (Sustainable Development) Act 1990* (Vic) will be carried out in accordance with the provisions of that Act.

### **COMPETITION PRINCIPLES**

- 61. The Parties recognise that under the Competition Principles Agreement, Governments aim to achieve more transparency and greater efficiency in Government owned business enterprises. The Commonwealth agrees that the day to day pricing and allocation arrangements for Forest Products from public Forests are matters for Victoria. Victoria confirms its commitment to the pricing and allocation principles set out in the National Forest Policy Statement and the application of competitive neutrality principles.

## RESEARCH AND TRADITIONAL OWNER KNOWLEDGE

62. The Parties note the results of the Comprehensive Regional Assessments of the Forest values of the East Gippsland RFA Region, the Further Assessment of Matters Report prepared in 2019 as part of the process of extending the Agreement, and the *Victorian State of the Forests Report 2018*.
- 62A. The Parties recognise and value both Traditional Owner Knowledge and the best available science for managing Forests and acknowledge the importance of combining different forms of knowledge to deliver ESFM practices and outcomes, including adaptation to evolving environmental, climatic, economic and social factors.
- 62B. Research priorities to support the holistic and adaptive management of Forests (including the management of Biodiversity, fire and water) will be reviewed and considered as part of each Five-yearly Review process, and will include both science and Traditional Owner Knowledge. Statewide research priorities are outlined in Attachment 7.
- 62C. The Parties agree that Traditional Owners have the right to substantially shape directions and priorities in the application of Traditional Owner Knowledge. Victoria commits to working with Traditional Owners to agree Traditional Owner Knowledge priorities for the management of Native Forests on Public Land at least once every five years for so long as the Agreement remains in effect.
63. Parties agree to consult each other in the development of future research projects that may affect the Agreement and note that the subject areas and priorities may change throughout the duration of the Agreement.
64. Parties agree to make publicly available, wherever possible, research reports relevant to this Agreement.
65. NOT USED
66. NOT USED

## DATA SHARING

67. The Parties recognise that the implementation and monitoring of this Agreement depends on appropriate mutual access to and the availability of relevant information owned and held by each of them. Subject to clause 69 and the Parties' respective obligations under law, the Parties agree to strengthen agreed arrangements for the custodianship of data as well as the sharing, updating, maintaining, accessing and archiving of data.
68. Subject to clause 69, the Parties commit to a policy of open access to information and agree that all data held by each of them that is used for ongoing implementation and monitoring of this Agreement is published under the least restrictive AusGOAL endorsed licences (including Creative Commons) unless otherwise agreed.
69. For the purposes of clauses 67 and 68 of this Agreement, the Parties agree that neither Party is obliged to provide access to or make available information that is:
  - (a) information in respect of which Traditional Owners assert Data Sovereignty; or
  - (b) confidential; or
  - (c) otherwise restricted.

**Miscellaneous**

70. This Agreement may be executed in any number of counterparts, all of which taken together constitute one and the same instrument.



The Honourable John Howard MP )  
Prime Minister of the Commonwealth of Australia )  
on the third day of February 1997 )

The Honourable Jeff Kennett MLA )  
Premier of the State of Victoria )  
on the third day of February 1997 )

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## ATTACHMENT 1

### COMPREHENSIVE ADEQUATE AND REPRESENTATIVE (CAR) RESERVE SYSTEM

The National Forest Policy Statement (NFPS) established that the CAR Reserve System will in the first instance be selected from Public Land. Provision is also made in the JANIS Reserve Criteria for inclusion of Private Land in the CAR Reserve System, using the mechanism outlined in this Attachment.

In East Gippsland, the CAR Reserve System primarily comprises areas established for conservation purposes (eg. National and State Parks) and areas reserved for conservation within the Special Protection Zone (SPZ) in State Forest.

The CAR Reserve System has the following four components, as described by the JANIS Reserve Criteria:

- i. Dedicated Reserves. This comprises reserves established through legislation for conservation purposes such as National Parks, State Parks or Flora and Fauna Reserves;
- ii. Informal Reserves. This comprises elements of the SPZ in State Forest and other areas of Public Land;
- iii. Values Protected by Prescription. This comprises those elements of General Management Zone (GMZ) or Special Management Zone (SMZ) protected by regional prescriptions, including stream buffers and Rainforest; and
- iv. Private Land mechanisms which ensure protection, such as covenants on freehold land as described in this Attachment.

As at December 2019, the total CAR Reserve System in East Gippsland is approximately 663,000 hectares. The Dedicated Reserve component of the CAR Reserve System covers 466,000 hectares, the Informal Reserve component 110,000 hectares, and the areas protected by prescriptions add another 87,000 hectares to the reserve system. There are 33 hectares of private land managed for conservation in line with the JANIS Reserve Criteria that forms part of the CAR Reserve System.

Map 1 illustrates the extent of the CAR Reserve System as at 1997 in East Gippsland in Dedicated Reserves and Informal Reserves as a consequence of this Agreement.

Map 2 illustrates the extent of the CAR Reserve System in the RFA Region in Dedicated Reserves and Informal Reserves as at December 2019. Levels of protection of Forest EVCs, non-Forest EVCs and Old Growth Forest in the CAR Reserve System as at December 2019 are shown in Tables 1a, 1b and 2a. Information presented in these tables reflects available data prior to the commencement of the 2019/20 bushfires in Victoria and does not reflect impacts to Forest or non-Forest EVCs and Old Growth Forest resulting from those bushfires. CAR Reserve System and EVC layers will continue to be updated over time, including to incorporate changes resulting from the 2019/20 bushfires.

The extent of the CAR Reserve System in the RFA Region in Dedicated Reserves and Informal Reserves, and the EVC spatial layer, will be stored in the Victorian Spatial Data Library and made publicly available via the Data.Vic website (<https://data.vic.gov.au/>).

**Table 1a Representative conservation (percentage reservation status) of Forest EVCs<sup>a</sup> in the CAR Reserve System in the East Gippsland RFA Region as at 2019.**

Ecosystem type	EVC number	Pre-1750 extent (ha)	Current extent (ha)	Percent remaining	Status <sup>b</sup>	% of pre-1750 extent in the CAR Reserve System	% of current extent in the CAR Reserve System					% of current extent on private land
							Dedicated	Informal <sup>c</sup>	Prescription <sup>d</sup>	Private land covenants <sup>e</sup>	Total	
Banksia Woodland	14	40,838	39,395	96%	V	70%	59%	10%	3%	0%	73%	6%
Coast Banksia Woodland	2	3,440	3,410	99%	V	94%	94%	0%	0%	0%	94%	5%
Cool Temperate Rainforest*	31	9,728	4,241	44%	V	43%	64%	13%	22%	0%	99%	0%
Cut-tail Forest*	1506	46,015	46,015	100%	V	53%	31%	11%	11%	0%	52.9%	1%
Damp Forest*	29	232,132	230,636	99%	V	56%	34%	10%	12%	0%	56%	3%
Damp Sands Herb-rich Woodland*	3	772	484	63%	V	33%	52%	0%	0%	0%	52%	47%
Dry Rainforest*	34	92	26	29%	V	26%	85%	0%	5%	0%	90%	4%
Dry Valley Forest*	169	11	11	100%	R	80%	0%	80%	0%	0%	80%	2%
Foothill Box Ironbark Forest*	24	584	584	100%	E	99%	87%	10%	1%	0%	98.5%	0%
Gallery Rainforest*	135	848	306	36%	V	33%	23%	59%	9%	0%	90%	6%
Grassy Dry Forest	22	31,469	27,896	89%	-	39%	33%	5%	5%	0%	44%	34%
Grassy Woodland	175	37,963	34,079	90%	V	58%	64%	0%	0%	0%	64%	34%
Heathy Dry Forest	20	2,135	1,925	90%	V	56%	50%	4%	8%	0%	61.6%	12%
Herb-rich Foothill Forest	23	13	13	100%	V	98%	0%	98%	0%	0%	98%	0%
Limestone Box Forest	15	8,215	6,413	78%	V	47%	41%	17%	2%	0%	60.2%	25%
Littoral Rainforest*	4	440	49	11%	V	9%	79%	0%	0%	0%	79%	13%
Lowland Forest*	16	274,549	261,564	95%	V	41%	25%	12%	7%	0%	42.8%	7%

Montane Damp Forest	38	13,203	13,200	100 %	V	78%	70%	5%	3%	0%	78%	0%
Montane Dry Woodland	36	65,543	59,322	91%	-	55%	53%	4%	3%	0%	60%	18%
Montane Grassy Woodland*	37	17,434	10,705	61%	V	25%	32%	3%	5%	0%	40%	42%
Montane Riparian Woodland*	40	4,939	3,027	61%	V	12%	13%	5%	1%	0%	20%	59%
Montane Wet Forest	39	13,068	13,068	100 %	V	78%	75%	1%	3%	0%	78%	0%
Riparian Forest*	18	27,446	17,668	64%	V	37%	23%	32%	2%	0%	56.8%	28%
Riparian Scrub/Swampy Riparian Forest Mosaic	17	21,411	19,195	90%	N/ A	57%	37%	17%	10%	0%	63%	11%
Shrubby Dry Forest	21	224,888	220,970	98%	-	61%	49%	6%	8%	0%	62%	6%
Shrubby Foothill Forest	45	2	2	100 %	V	100%	0%	100%	0%	0%	100%	0%
Sub-alpine Woodland	43	8,739	8,672	99%	V	93%	91%	3%	0%	0%	94%	2%
Tableland Damp Forest*	35	5,083	5,026	99%	V	50%	34%	13%	3%	0%	50.7%	2%
Valley Grassy Forest*	47	21,754	17,634	81%	V	29%	16%	13%	6%	0%	35.7%	39%
Warm Temperate Rainforest*	32	33,167	13,686	41%	V	37%	34%	28%	28%	0%	90%	2%
Wet Forest	30	31,558	31,558	100 %	V	64%	52%	6%	6%	0%	64%	1%
Cool Temperate Rainforest niche	31	N/A	5,486	N/A	N/ A	N/A	60%	12%	22%	0%	95%	0%
Dry Rainforest niche	34	N/A	65	N/A	N/ A	N/A	85%	0%	5%	0%	90%	5%
Gallery Rainforest niche	135	N/A	540	N/A	N/ A	N/A	26%	55%	9%	0%	90%	6%
Littoral Rainforest niche	4	N/A	385	N/A	N/ A	N/A	84%	1%	0%	0%	85%	8%
Warm Temperate Rainforest niche	32	N/A	19,432	N/A	N/ A	N/A	35%	24%	27%	0%	86%	2%

**Table 1b Representative conservation (percentage reservation status) of non-Forest EVCs<sup>a</sup> in the CAR Reserve System in the East Gippsland RFA Region as at 2019.**

Ecosystem type	EVC number	Pre-1750 extent (ha)	Current extent (ha)	Percent remaining	Status <sup>b</sup>	% of pre-1750 extent in the CAR Reserve System	% of current extent in the CAR Reserve System					% of current extent on private land
							Dedicated	Informal <sup>c</sup>	Prescription <sup>d</sup>	Private land	Total	
Alpine Coniferous Shrubland	156	3	3	100%	E	100%	100%	0%	0%	0%	100%	0%
Alpine Damp Grassland	1002	62	62	100%	E	100%	100%	0%	0%	0%	100%	0%
Alpine Grassland	1001	113	113	100%	E	100%	100%	0%	0%	0%	100%	0%
Alpine Grassy Heathland	1004	87	87	100%	E	100%	100%	0%	0%	0%	100%	0%
Blackthorn Scrub	27	5,078	5,068	100%	V	86%	60%	21%	5%	0%	86%	1%
Brackish Sedge/land	13	192	192	100%	R	100%	100%	0%	0%	0%	100%	0%
Clay Heathland	7	2,882	2,431	84%	-	45%	47%	4%	2%	0%	53%	22%
Coastal Dune Scrub/Coastal Dune Grassland Mosaic	1	3,305	3,264	99%	N/A	93%	94%	0%	0%	0%	94%	1%
Coastal Lagoon Wetland*	11	854	843	99%	R	79%	79%	1%	0%	0%	80%	18%
Coastal Saltmarsh	9	1,263	1,214	96%	V	60%	62%	1%	0%	0%	62%	30%
Coastal Sand Heathland*	5	673	656	97%	R	90%	93%	0%	0%	0%	93%	7%
Dunes	994	1,920	1,896	99%	N/A	98%	99%	0%	0%	0%	99%	0%
Estuarine Wetland*	10	856	844	99%	V	48%	27%	21%	0%	1%	49%	7%
Montane Riparian Thicket*	41	29	29	100%	R	10%	1%	0%	9%	0%	10%	2%
Riparian Shrubland*	19	648	647	100%	R	83%	71%	12%	0%	0%	83%	9%
Riverine Escarpment Scrub	82	5	5	100%	R	100%	37%	63%	0%	0%	100%	0%
Rocky Outcrop Shrubland	28	1,602	1,602	100%	-	98%	97%	1%	0%	0%	98%	0%
Sand Heathland*	6	98	98	100%	R	7%	7%	0%	0%	0%	7%	92%
Sub-alpine Treeless Vegetation	44	1,842	1,814	98%	V	86%	84%	1%	1%	0%	87%	5%
Sub-alpine Wet Heathland*	210	149	149	100%	E	99%	99%	0%	0%	0%	99.4%	0%

Sub-alpine Wet Heathland/Alpine Valley Peatland Mosaic	211	11	11	100%	N/A	100%	100%	0%	0%	0%	0%	100%	0%
Water Body - estuary	1107	6,177	6,175	100%	N/A	100%	39%	0%	0%	0%	0%	40%	1%
Water Body - Fresh	992	889	884	100%	N/A	100%	51%	2%	1%	0%	0%	54%	4%
Wet Heathland	8	31,558	9,778	31%	-	31%	52%	21%	3%	0%	0%	77%	4%
Wet Swale Herbland*	12	782	781	100%	R	100%	98%	0%	0%	0%	0%	99%	1%

#### NOTES ACCOMPANYING TABLES 1a and 1b

a. The figures shown in this table are based on modelled information mapped at a scale of 1:100,000 derived during the pre-1750 analysis of vegetation types in East Gippsland and are therefore only approximate. EVC mapping used in 1997 has been revised to ensure the state-wide EVC data set is based on the best available information and integrates new methods of mapping and modelling vegetation across Victoria.

b. E=endangered, V=vulnerable, R=rare in accordance with the JANIS Reserve Criteria. Complexes, Mosaics, Aggregates and Niches are mapping units and not assigned a conservation status. EVCs are determined on site and the relevant conservation status for the field verified EVC would apply.

c. Informal Reserve includes broad areas and linear elements of SPZ and other informal reserves.

d. This comprises areas of GMZ and SMZ protected by prescription, including stream buffers and rainforest as outlined in the Code of Practice, where these values and prescriptions are identified spatially. Areas protected by prescription are modelled only and subject to field verification.

e. Private Land Covenants includes areas protected under conservation covenants under the *Victorian Conservation Trust Act 1972* and Land Management Cooperative Agreements under the *Conservation Forests and Lands Act 1987*.

Rainforest Niche: Mapping unit – indicates area of potential or unverified modelled rainforest as distinct from confirmed rainforest

\* Indicates priority EVCs for increased protection in the CAR Reserve System. Priorities for inclusion in the CAR Reserve System have been identified according to the remaining extent occurring on private or public land and the ability of publicly managed land to meet the conservation objectives for EVCs.

**Table 2a Representative conservation of Old Growth Forest in the CAR Reserve System in the East Gippsland RFA Region<sup>a</sup> as at 2019.**

Ecological Vegetation Class	Area EVC (ha)	Percent of EVC as Old Growth (%)	Area Old Growth (ha)	Percent of Old Growth Forest in the CAR Reserve System				
				Dedicated Reserve	Informal Reserve <sup>b</sup>	Prescription <sup>c</sup>	Private Land covenants	Total
Banksia Woodland	39,395	13%	5,081	82%	12%	1%	0%	95%
Blackthorn Scrub	5,068	20%	1,023	73%	11%	5%	0%	89%
Clay Heathland	2,431	1%	15	0%	0%	7%	0%	8%
Coast Banksia Woodland	3,410	4%	149	100%	0%	0%	0%	100%
Coastal Dune Scrub/Coastal Dune Grassland Mosaic	3,264	6%	189	100%	0%	0%	0%	100%
Coastal Lagoon Wetland	843	1%	7	82%	18%	0%	0%	100%
Coastal Saltmarsh	1,214	0%	3	100%	0%	0%	0%	100%
Cool Temperate Rainforest	4,241	47%	1,995	75%	10%	14%	0%	99%
Cool Temperate Rainforest - former niche	4,241	58%	2,478	79%	9%	11%	0%	99%
Cut-tail Forest	46,015	21%	9,558	70%	13%	5%	0%	88%
Damp Forest	230,636	9%	19,856	48%	15%	12%	0%	75%
Dry Rainforest	26	12%	3	77%	0%	7%	0%	84%
Dry Rainforest - former niche	26	37%	10	84%	0%	3%	0%	87%
Dunes	1,896	0%	7	100%	0%	0%	0%	100%
Estuarine Wetland	844	1%	8	45%	30%	1%	0%	77%
Foothill Box Ironbark Forest	584	22%	130	90%	6%	2%	0%	98%
Gallery Rainforest	306	10%	30	33%	46%	18%	0%	97%
Gallery Rainforest - former niche	306	21%	64	33%	50%	12%	0%	96%
Grassy Dry Forest	27,896	5%	1,369	66%	1%	8%	0%	75%
Grassy Woodland	34,079	0%	17	97%	1%	0%	0%	98%
Heathy Dry Forest	1,925	3%	55	97%	0%	0%	0%	97%
Limestone Box Forest	6,413	5%	340	51%	28%	5%	0%	84%
Littoral Rainforest - former niche	49	28%	14	95%	0%	0%	0%	96%
Lowland Forest	261,564	3%	7,423	32%	20%	6%	0%	58%
Montane Damp Forest	13,200	4%	584	53%	16%	5%	0%	74%
Montane Dry Woodland	59,322	2%	927	55%	18%	3%	0%	77%
Montane Grassy Woodland	10,705	0%	12	50%	3%	5%	0%	58%
Montane Riparian Woodland	3,027	0%	4	21%	62%	6%	0%	88%
Montane Wet Forest	13,068	8%	1,096	83%	2%	3%	0%	89%
Riparian Forest	17,668	2%	346	40%	47%	3%	0%	90%
Riparian Scrub/Swampy Riparian Forest Mosaic	19,195	5%	876	77%	11%	3%	0%	91%
Riparian Shrubland	647	2%	12	68%	18%	0%	0%	86%

Rocky Outcrop Shrubland	1,602	6%	95	95%	0%	0%	0%	95%
Sand Heathland	98	4%	4	92%	0%	0%	0%	92%
Shrubby Dry Forest	220,970	8%	18,341	61%	7%	8%	0%	76%
Sub-alpine Treeless Vegetation	1,814	1%	9	54%	21%	1%	0%	76%
Sub-alpine Woodland	8,672	2%	167	58%	24%	0%	0%	83%
Tableland Damp Forest	5,026	23%	1,136	62%	18%	2%	0%	82%
Valley Grassy Forest	17,634	7%	1,215	22%	19%	17%	0%	57%
Warm Temperate Rainforest	13,686	21%	2,835	47%	23%	25%	0%	96%
Warm Temperate Rainforest - former niche	13,686	26%	3,510	51%	19%	24%	0%	94%
Water Body - estuary	6,175	0%	9	28%	0%	0%	0%	28%
Wet Forest	31,558	23%	7,333	79%	7%	4%	0%	89%
Wet Heathland	9,778	1%	99	48%	44%	1%	0%	92%
Wet Swale Herbland	781	0%	3	100%	0%	0%	0%	100%

a. The figures shown in this table are based on the 2019 version of Victoria's modelled extent of Old Growth Forest (MOG) and are therefore only approximate.

b. Informal Reserve includes broad areas and linear elements of SPZ greater than 100 metres and other informal reserves.

c. This comprises those elements of GMZ and SMZ protected by prescriptions.

d. Private Land covenants includes areas protected under conservation covenants under the *Victorian Conservation Trust Act 1972* and Land Management Cooperative Agreements under the *Conservation Forests and Lands Act 1987*.

### ***Endangered, Vulnerable or Rare EVCs***

The conservation status of EVCs in the East Gippsland region has been assessed in line with the national reserve criteria (JANIS 1997). EVCs which are classified as rare, vulnerable or endangered according to the national reserve criteria are presented in Table 1a and 1b.

In line with JANIS 1997 reservation objectives, all remaining occurrences of rare and endangered EVCs should be reserved or protected by other means as far as is practicable, and at least 60 percent of the remaining extent of vulnerable EVCs should be reserved.

The conservation status assessment of EVCs has been conducted using the best available information and considered the impact of past and potential future Threatening Processes relevant to EVCs within the East Gippsland region.

Threatening Processes considered in this assessment included: land clearance, damaging fire, weed invasion, timber harvesting, sea level rise, climate change, overabundant or introduced grazers and browsers, livestock grazing, cropping and the cumulative effect of these threats.

Within the East Gippsland region 50 EVCs are mapped. Of these, 29 have been assessed as Vulnerable, 9 as Rare and 6 as Endangered.

Victoria will use best endeavours to further reserve priority EVCs (indicated in Table 1a and 1b) and make changes to its CAR Reserve System as a result of changes in knowledge and changes in biota (e.g. through Climate Change). Values protected by prescription have been estimated using spatial models where available however the CAR Reserve System will be amended from time-to-time depending on field verification of these values.



## PRIVATE LAND

The NFPS established that the CAR Reserve System will in the first instance be selected from Public Land. However, the NFPS and National Reserve Criteria (JANIS 1997) recognise that a range of strategies will be appropriate for protecting Biodiversity on Private Land. These range from purchase of priority areas for inclusion in the reserve system, to mechanisms which ensure protection, such as covenants on freehold land. Inclusion of Private Land in the CAR Reserve System will be voluntary.

Mechanisms which provide for the protection of Biodiversity on Private Land in Victoria include:

- conservation covenants under the *Victorian Conservation Trust Act 1972* (Vic);
- Land Management Cooperative Agreements under the *Conservation Forests and Lands Act 1987* (Vic);
- Wildlife Management Cooperative Areas under the *Wildlife Act 1975* (Vic);
- critical habitat provisions of the *Flora and Fauna Guarantee Act 1988* (Vic); and
- provisions of the *Planning and Environment Act 1987* (Vic).

Private Land protected by conservation covenants and Land Management Cooperative Agreements in the East Gippsland RFA Region have been included in the CAR Reserve System as at 2019.

Priority EVCs for inclusion in the CAR Reserve System as at 2019 have been identified in Table 1a and 1b based on their conservation status. Priorities for permanent protection on Private Land should be guided by Victoria's Biodiversity Strategy (Biodiversity 2037), Regional Catchment Strategies, cost-effective decision-support tools and relevant agencies' strategic plans (e.g. Trust for Nature).

**NOT USED**

**ATTACHMENT 2**

**NOT USED**

**ATTACHMENT 3**

## LISTED SPECIES AND COMMUNITIES

Both Parties recognise the range of mechanisms in place to conserve the habitat of Listed Species and Communities in the East Gippsland RFA Region. These include protection within the CAR Reserve System, protection of key habitats such as Rainforest, heathlands and rare or threatened Ecological Vegetation Classes (EVCs) under the Forest Management Plan, and the development of Statutory Conservation Planning Documents for Listed Species and Communities.

Priorities at the signing of the East Gippsland RFA for nomination and developing Recovery Plans and Action Statements for fauna, flora and EVCs, and the status of progress made as at December 2019, are outlined in Tables 1-3.

### Flora and Fauna Guarantee Act listing process

The process for listing species, communities and potentially Threatening Processes under the FFG Act begins with a public nomination. The nomination is assessed by the independent Victorian Scientific Advisory Committee (SAC) to determine its validity and eligibility. The SAC then publishes a preliminary recommendation for public comment. A final recommendation is prepared once the SAC has considered any public comments and is forwarded to the responsible Minister(s) for decision. Both the SAC and the Minister(s) must only have regard to nature conservation matters when considering and/or deciding on nominations for listing.

Changes to the Threatened List or the Processes List established under the FFG Act occurs via an Order in Council. A nomination to change or revoke the listing of a currently listed item follows the same process.

It should be noted that recent amendments to the FFG Act provide for the responsible Minister to recommend to the Governor in Council to specify taxa of flora or fauna in the Threatened List that are included in the Victorian Advisory Lists immediately prior to commencement of the amended Act. As such, many of the taxa listed as priorities for nomination in Table 2 may be listed without formal public nomination.

### EPBC Act Nomination, Prioritisation, Assessment and Listing Process

Any person may nominate a native species, ecological community or Threatening Process for assessment and listing under the EPBC Act.

The Minister responsible for the EPBC Act (the Minister) invites nominations each year ahead of a new assessment cycle. Nominations submitted within the advertised invitation period that satisfy the EPBC Regulations are forwarded to the Threatened Species Scientific Committee, who prepare a Proposed Priority Assessment List (PPAL) of nominations. The PPAL may include species that are brought forward by the states and territories through the Common Assessment Method. The Common Assessment Method is a consistent approach to the assessment and listing of nationally threatened species across Australian jurisdictions, which enables assessments undertaken by one jurisdiction to be considered and accepted by another, under their legislation, ensuring that species are listed in the same threat category across all relevant Australian jurisdictions.

In preparing the PPAL, the Committee considers a range of factors including:

- the level of threat to the species or ecological community;

- the effects of listing the species, ecological community or Threatening Process, for example in terms of legislative protection and threat abatement;
- the capacity to effect recovery of the species or ecological community, or to abate the Threatening Process;
- the degree to which the nomination considers the national extent of the species, ecological community or Threatening Process;
- the species or ecological community as a component of Biodiversity;
- the availability and relevance of information on which an assessment can be based; and
- the conservation theme/s determined for that year's call for nominations.

The PPAL is provided to the Minister, who then has 20 business days to make amendments to the proposed priorities, before it automatically becomes the Finalised Priority Assessment List (FPAL). The FPAL is the list of species, ecological communities and Threatening Processes that have been prioritised for assessment by the Threatened Species Scientific Committee for a particular assessment period (commencing 1 October each year). The FPAL is published on the Commonwealth Department of Agriculture, Water and the Environment's website.

Items included in the FPAL are assessed by the Committee within the timeframe set by the Minister. The Committee invites public and expert comment on the nominations during the assessment. The Committee's advice is provided to the Minister, who decides whether the species, ecological community or Threatening Process is eligible for listing under the EPBC Act and makes amendments to the lists.

# **1. Priority fauna species as at 1997 for preparation of Recovery Plans/ Action Statements (showing December 2019 status).**

Scientific name	Common Name	Activity	Status of Action Statement / Recovery Plan (December 2019)
<b>Mammals</b>			
<i>Petrogale penicillata</i>	Bush-tailed Rock-wallaby	Recovery Plan & Review Action Statement	Action Statement approved 1992 Recovery Plan approved 10 February 2012
<i>Dasyurus maculatus maculatus</i> (SE mainland population)	Spot-tailed Quoll	Recovery Plan & Review Action Statement	Action Statement approved 2003 Recovery Plan approved 6 May 2016
<i>Potorous longipes</i>	Long-footed Potoroo	Recovery Plan & Review Action Statement	Action Statement approved 2009 Recovery Plan approved 9 March 2001
<i>Pseudomys fumeus</i>	Smoky Mouse	Action Statement	Action Statement approved 2003

<i>Miniopterus schreibersii</i>	Common Bent-wing Bat	Action Statement	No Action Statement
<i>Phascogale tapoatafa</i>	Brush-tailed Phascogale	Action Statement	Action Statement approved 1997
<b>Birds</b>			
<i>Ninox strenua</i>	Powerful Owl	Action Statement	Action Statement approved 1999
<i>Tyto novaehollandiae</i>	Masked Owl	Action Statement	Action Statement approved 2001
<i>Tyto tenebricosa</i>	Sooty Owl	Action Statement	Action Statement approved 2001
<i>Calyptrorhynchus lathamii</i>	Glossy Black-Cockatoo	Action Statement	Action Statement approved 2013
<i>Dasyornis brachypterus</i>	Eastern Bristlebird	Recovery Plan & Review Action Statement	Action Statement approved 1999 Recovery Plan approved 30 January 2014
<i>Lathamus discolor</i>	Swift Parrot	Recovery Plan & Review Action Statement	Action Statement approved 2002 Recovery Plan approved 10 February 2012
<i>Pezoporus wallicus</i>	Ground Parrot	Recovery Plan & Review Action Statement	No Action Statement Not listed under EPBC Act
<b>Reptiles</b>			
<i>Morelia spilota</i>	Diamond Python	Action Statement	Action Statement approved 2000
<i>Cyclodomorphus michaeli</i>	Eastern She-oak Skink	Action Statement	Action Statement approved 2014
<i>Eulamprus kosciuskoi</i>	Alpine Water Skink	Action Statement	Action Statement approved 2001
<b>Amphibians</b>			
<i>Mixophyes balbus</i>	Southern Barred Frog	Action Statement	No Action statement
<b>Fish</b>			
<i>Pototroctes maraena</i>	Australian Grayling	Action Statement	Action Statement approved 2015

<i>Gobiomorphus australis</i>	Cox's Gudgeon	Action Statement	No Action Statement
<i>Hypseleotris compressa</i>	Empire Gudgeon	Action Statement	Action Statement approved 2005
<b>Crustaceans</b>			
<i>Euastacus diversus</i>	Orbost Spiny Crayfish	Action Statement	No Action Statement

**2. Priority plant species as at 1997 for nomination under the *Flora and Fauna Guarantee Act 1988* (Vic) and subsequent preparation of Action Statements/Recovery Plans (showing December 2019 status).**

At the time of signing the East Gippsland RFA, this list comprised species considered to be nationally endangered or vulnerable, or endangered at the State level but not covered by an Action Statement or Recovery Plan.

Scientific name	Common Name	Activity	Nomination and Action Statements/Recovery Plans status (December 2019)
<i>Pultenaea parrisiae</i> ssp. <i>parrisiae</i>	Bantam Bush-pea	Recovery plan and nominate and proceed toward Action Statement	Not yet nominated Recovery Plan not required
<i>Acacia caerulescens</i>	Limestone Blue Wattle	Recovery plan and nominate and proceed toward Action Statement	Nominated September 2003; Listed Action Statement approved 2008 Recovery Plan approved 22 December 2006
<i>Prasophyllum morganii</i>	Cobungra Leek-orchid (now listed as Mignonette Leek-orchid)	Recovery plan and nominate and proceed toward Action Statement	Nominated September 2000; Listed Action Statement approved 2002 Recovery Plan approved 18 August 2004
<i>Pomaderris brunnea</i>	Rufous Pomaderris	Recovery plan and nominate and	Not yet nominated

		proceed toward Action Statement	Recovery Plan approved 21 April 2011
<i>Thelymitra matthewsii</i>	Spiral Sun-orchid	Recovery plan and Action Statement	Nominated July 1993; Listed  No Action Statement  Recovery Plan approved 13 August 2010
<i>Correa lawrenciana</i> var. <i>genoensis</i>	Mountain Correa (now listed as Genoa River Correa)	Nominate and proceed toward Action Statement	Nominated December 2003; Listed  Action Statement approved 2008
<i>Alectryon subcinereus</i>	Native Quince	Nominate and proceed toward Action Statement	Nominated August 2003; Listed  No Action Statement
<i>Dendrobium speciosum</i> var. <i>speciosum</i>	Rock Orchid	Action Statement	Nominated April 1993; Listed  No Action Statement
<i>Christella dentata</i>	Binung	Action Statement	Nominated November 1995; Listed
<i>Pseudoraphis paradoxa</i>	Slender Mud-grass	Action Statement	Nominated October 1996; Listed  No Action Statement
<i>Gahnia subaequiglumis</i>		Nominate and proceed toward Action Statement	Not yet nominated
<i>Cryptostylis erecta</i>	Bonnet Orchid	Nominate and proceed toward Action Statement	Nominated February 2001; Listed  No Action Statement
<i>Sarcochilus falcatus</i>	Orange-blossom Orchid	Action Statement	Nominated May 1997; Listed  No Action Statement



<i>Acacia binervia</i>	Coast Myall	Nominate and proceed toward Action Statement	Nominated September 2003; Listed No Action Statement
<i>Dipodium hamiltonianum</i>	Yellow Hyacinth-orchid	Action Statement	Nominated November 1995; Listed Action Statement approved 1997
<i>Psoralea tenax</i> (now listed as <i>Cullen tenax</i> )	Tough Psoralea (now listed as Tough Scurf-pea)	Action Statement	Nominated April 1996; Listed No Action Statement
<i>Pterostylis dubia</i> (now listed as <i>Pterostylis oreophila</i> )	Blue-tongued Greenhood	Nominate and proceed toward Action Statement	Not yet nominated
<i>Thelymitra</i> sp. aff. <i>pulchella</i> (now listed as <i>Thelymitra incurva</i> )	Swamp Sun-orchid	Nominate and proceed toward Action Statement	Nominated April 2012; Listed No Action Statement
<i>Poa</i> aff. <i>tenera</i> (Capillary)	Tussock-grass	Nominate and proceed toward Action Statement	Not yet nominated

### 3. Priority Ecological Vegetation Classes as at 1997 for preparation of Action Statements (showing December 2019 status)

At the time of signing the East Gippsland RFA, priority was given to preparation of Action Statements for floristic communities that were listed under the *Flora and Fauna Guarantee Act 1988* and which fell within the following Ecological Vegetation Classes:

Ecological Vegetation Class	Action Statements status (December 2019)
Limestone Grassy Woodland	No Action Statement
Montane Riparian Woodland	No Action Statement
Limestone Pomaderris Shrubland (now listed as Silurian Limestone <i>Pomaderris</i> Shrubland)	Not relevant to East Gippsland (relevant to Gippsland RFA Action Statement approved 2009)
Warm Temperate Rainforest	Action Statement approved 2009
Dry Rainforest	Action Statement approved 2009
Coastal Grassy Forest	No Action Statement

**NOT USED**

**ATTACHMENT 5**

**NOT USED**

**ATTACHMENT 6**

## RESEARCH

The Parties recognise and value both Traditional Owner Knowledge and best available science for sustainably managing Forests in the East Gippsland RFA Region.

Research priorities to support the holistic (encompassing Biodiversity, fire and water) and adaptive management of Forests must be reviewed regularly to ensure investment and effort is focussed on science and Traditional Owner Knowledge that will deliver the greatest benefits for Victoria's Forests, industries and communities.

Statewide research priorities, including science and Traditional Owner Knowledge, will be reviewed as part of each Five-yearly Review process and a list of priority projects published on the Department of Environment, Land, Water and Planning website.

### Science

Statewide research will continue on the following major themes:

- **Matters of National Environmental Significance (MNES) and Listed Species and Communities**,<sup>1</sup> including the identification of climate refugia, advancements in approaches for monitoring trends, threats and impacts, and the effectiveness of protections and management actions;
- **Climate Change**, including current and projected impacts on a wide range of forest values, adaptation of Forests and Forest Ecosystems, and the role of Forests in mitigation;
- **Active forest management**, through basic research and pilot projects, to test the effects of silviculture, fire, pest and weed management and other management interventions to enhance ESFM outcomes;
- **Fire**, including fire ecology, bushfire behaviour, reducing bushfire risk, Forest recovery and resilience, and applying fire as a forest management tool; and
- **Technology and innovation**, including the development of new or improved technology to maximise the efficient, high-value utilisation of timber.

### Traditional Owner Knowledge

Traditional Owners are custodians of Traditional Owner Knowledge and have the right to shape directions and priorities in its application.

Victoria commits to partnering with Traditional Owners to confirm Traditional Owner Knowledge priorities for ESFM at least once every five years for so long as the Agreement remains in effect.

### Data Sovereignty

The Parties recognise the United Nations Declaration on the Rights of Indigenous Peoples, including those rights associated with Data Sovereignty. The Parties will have regard to these rights when obtaining, using, applying or making publicly available data in respect of which Traditional Owners assert Data Sovereignty.

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<sup>1</sup> Listed Species and Communities has the same meaning as in the RFA, and means a species or community listed under (a) Part 13 of the *Environment Protection and Biodiversity Conservation Act 1999* (Cth) or (b) Part 3 of the *Flora and Fauna Guarantee Act 1988* (Vic), and that is, or has the potential to be, impacted upon by Forestry Operations.

## ATTACHMENT 8

### **MONTREAL PROCESS CRITERIA FOR THE CONSERVATION AND SUSTAINABLE MANAGEMENT OF TEMPERATE AND BOREAL FORESTS**

- Criterion 1: Conservation of biological diversity
- Ecosystem diversity
  - Species diversity
  - Genetic diversity
- Criterion 2: Maintenance of productive capacity of forest ecosystems
- Criterion 3: Maintenance of ecosystem health and vitality
- Criterion 4: Conservation and maintenance of soil and water resources
- Protective Function
  - Soil
  - Water
- Criterion 5: Maintenance of forest contribution to global carbon cycles
- Criterion 6: Maintenance and enhancement of long term multiple socio-economic benefits to meet the needs of societies
- Production and consumption
  - Recreation and tourism
  - Investment in the forest sector
  - Cultural, social and spiritual needs and values
  - Employment and community needs
- Criterion 7: Legal, institutional and economic framework for forest conservation and sustainable management