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***ENVIRONMENT PROTECTION AND
BIODIVERSITY CONSERVATION ACT 1999 (Cth)***

Part 10 Strategic Assessment

Section 146 Agreement

Agreement to undertake a Strategic Assessment of the impacts of a Forestry Operations Program for actions within Regional Forest Agreement regions in New South Wales on matters protected by Part 3 of the EPBC Act.

between

THE COMMONWEALTH MINISTER FOR THE ENVIRONMENT AND WATER

and

THE STATE OF NEW SOUTH WALES

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1. Parties

1.1 The Parties to this Agreement are:

The Commonwealth Minister for the Environment and Water

and

The State of New South Wales, represented by the New South Wales Minister for Agriculture, Minister for Regional New South Wales, Minister for Western New South Wales; and the New South Wales Minister for the Environment, Minister for Heritage, Minister for Climate Change, Minister for Energy.

2. Commencement of Agreement

2.1 This Agreement will commence on the date on which the Agreement is signed by both Parties.

3. Definitions

3.1 Unless the context indicates otherwise, in this Agreement the definitions, meanings, and terms in the EPBC Act apply to this Agreement including its attachments.

3.2 In this Agreement:

Action has the meaning given by section 523 of the EPBC Act.

Approval has the meaning given by section 528 of the EPBC Act.

Agreement means this Strategic Assessment agreement entered into by the Parties on the date the last party executes this Agreement and includes any Attachments and any variations.

Attachment means an attachment to this Agreement.

Business Day means a business day as measured in New South Wales.

Calendar day means any day including weekends and public holidays.

Class of Actions means a category or group of Actions identified in this Agreement that are the subject of assessment in the SIAR and may be approved in accordance with an endorsed policy, plan or program.

Commonwealth Minister means the Minister with responsibility for administering the EPBC Act and includes a person in the Commonwealth Environment Department to whom that Minister's power under section 146(1) of the EPBC Act has been delegated.

Commonwealth Environment Department means the Commonwealth Department with responsibility for administering the EPBC Act.

Disclosable Information means Information that both Parties agree is relevant and appropriate to be disclosed or published to third parties in the course of the Strategic Assessment or thereafter. For the purposes of this definition, Disclosable Information will not include Information that in the reasonable opinion of either of the Parties is Information:

- a) that if disclosed or published, would constitute a prohibited or unauthorised disclosure or publication under any NSW or Commonwealth written law;
- b) that if disclosed or published would:
 - i. be reasonably anticipated to give rise to any legal or equitable claim or liability; or
 - ii. constitute a waiver of privilege in the absence of consent of the Party possessing that privilege;
 - iii. that is confidential in nature, personal information or likely to be considered sensitive by an Aboriginal group in circumstances where authorisation or consent to disclose or publish such Information has not been obtained; or
- c) is environmentally sensitive Information which, if published or published in a particular manner, may increase a risk of damage to the protected matters to which the Information relates.

Environment has the meaning given by section 528 of the EPBC Act.

EPBC Regulations means the *Environment Protection and Biodiversity Conservation Regulations 2025* (Cth), as amended from time to time.

EPBC Act means the *Environment Protection and Biodiversity Conservation Act 1999* (Cth), as amended from time to time.

Forestry Operations means the following types of operations undertaken in the Strategic Assessment Area (as set out in Attachment 1) from the date of any Approval issued under section 146B of the EPBC Act:

- a) public native forestry conducted under the *Coastal Integrated Forestry Operations Approval 2018*, granted under the *Forestry Act 2012* (NSW);
- b) private native forestry conducted under the *Private Native Forestry Codes of Practice 2022* and Private Native Forestry Plans, made under Part 5B of the *Local Land Services Act 2013* (NSW); and

- c) plantation operations conducted under authorisations granted under the *Plantation and Reafforestation (Code) Regulation 2001* (NSW) and the *Plantations and Reafforestation Act 1999* (NSW).

GHG Emissions Information means the information relating to greenhouse gas emissions, as specified in section 84A(2) of the EPBC Act¹, for Actions taken in accordance with the Program.

Impact has the meaning given by section 527E of the EPBC Act.

Impacts to which this Agreement relates means an Impact of Actions under the Program on a Protected Matter.

Information includes data, information, knowledge and understanding developed for the purpose of the Strategic Assessment of the Strategic Assessment Area for use in:

- a) the development of the Program and other documents; and
- b) the assessment of the Impacts to which this Agreement relates.

NSW means the Government of New South Wales, as represented by the New South Wales Minister for Agriculture, Minister for Regional New South Wales, Minister for Western New South Wales; and the New South Wales Minister for the Environment, Minister for Heritage, Minister for Climate Change, Minister for Energy and the NSW Department of Primary Industries and Regional Development, and the NSW Department of Climate Change, Energy, the Environment and Water.

Parties means the Commonwealth Minister and the Responsible Person.

Program means the Forestry Operations Program within the Strategic Assessment Area (which constitutes a 'policy, plan or program' pursuant to section 146 of the EPBC Act) to be prepared by NSW, under which the Forestry Operations will be taken.

Protected Matter means a matter protected by a provision of Part 3 of the EPBC Act.

National Environmental Standards means any national environmental standards made under section 514YD(1) of the EPBC Act, and prescribed by the regulations for the purposes of section 146FA of the EPBC Act.

Regional Forest Agreement (RFA) means the regional forest agreements between the State of New South Wales and the Commonwealth of Australia for the regions of Eden, North East and Southern NSW, which are regional forest agreements for the purposes of the *Regional Forest Agreements Act 2002* (Cth).

¹ Section 84A(2) of the EPBC Act will commence by proclamation or no later than 1 December 2026.

Responsible Person has the same meaning as section 528 of the EPBC Act, and in this instance means the State of NSW.

Strategic Assessment means the assessment referred to in clause 4.1 of this Agreement.

Strategic Assessment Area means the area identified as the strategic assessment area in the map at Attachment 1.

Strategic Impact Assessment Report (SIAR) means the report describing and assessing the Impacts to which this Agreement relates, as contemplated by section 146(2)(a) of the EPBC Act and prepared in accordance with clauses 8 and 9 of this Agreement.

Supplementary SIAR means a report, provided for in clause 8.6, which includes:

- a) a summary of all the public comments received in response to the draft SIAR; and
- b) sets out how comments have been addressed through modification/s to the SIAR, if any, following the public comment period on the draft SIAR and draft Program.

Sustainable development means Forestry Operations in accordance with the principles of ecologically sustainable development set out in section 3A of the EPBC Act, namely:

- a) decision-making processes should effectively integrate both long-term and short-term economic, environmental, social and equitable considerations;
- b) if there are threats of serious or irreversible environmental damage, lack of full scientific certainty should not be used as a reason for postponing measures to prevent environmental degradation;
- c) the principle of inter-generational equity – that the present generation should ensure that the health, diversity and productivity of the environment is maintained or enhanced for the benefit of future generations;
- d) the conservation of biological diversity and ecological integrity should be a fundamental consideration in decision-making;
- e) improved valuation, pricing and incentive mechanisms should be promoted.

Terms of Reference means the terms of reference for the Strategic Impact Assessment Report as specified under section 146(1B)(b) of the EPBC Act and prepared under clause 6 of this Agreement.

In this Agreement references to the singular include the plural, subject to any contrary intention.

4. Background

Context

- 4.1 Section 146(1) of the EPBC Act allows the Commonwealth Minister to agree in writing with a person responsible for the adoption or implementation of a policy, plan or program that an assessment be made of the impacts of Actions under the policy, plan or program on a matter protected by a provision of Part 3 of the EPBC Act.
- 4.2 A Strategic Assessment Agreement is a step toward endorsement of the Program and approval of Actions under the Program which, if endorsed and approved, will enable ecologically sustainable Forestry Operations and environmental protection. It will support the consideration of future land uses and opportunities in an open and transparent manner and provide greater certainty to stakeholders.
- 4.3 The current exemption in section 38 of the EPBC Act for forestry operations in regions covered by Regional Forest Agreements (RFAs) will end on 30 June 2027. This change is part of recent reforms to Australia's national environment law.
- 4.4 The Parties agree to undertake a strategic assessment under Part 10 of the EPBC Act of a Program covering Forestry Operations in the three NSW RFA regions (Eden, North East NSW and Southern NSW) for relevant protected matters.
- 4.5 The strategic assessment will ensure administration of the Program is aligned with the EPBC Act reform requirements, including the National Environmental Standards, no unacceptable impacts and net gain requirements, while reducing regulatory burden and improving environmental outcomes.
- 4.6 Recognising the benefits that may be derived from implementing the Program, the Parties commit to:
 - a) undertaking an assessment of the impacts of implementing the Program on relevant Protected Matters; and
 - b) working collaboratively to progress the Strategic Assessment. The parties will develop and agree to a joint schedule of tasks, timelines and resourcing to ensure a timely Strategic Assessment.
- 4.7 This Agreement establishes the process for assessing the impacts of Actions or a Class of Actions proposed under the Program, and for the Commonwealth Minister's consideration of the endorsement of the Program and approval of Actions or Class of Actions under Part 10 of the EPBC Act.
- 4.8 The Parties acknowledge that the Strategic Assessment Area has environmental values that must be considered alongside the economic and social benefits of Sustainable Development in the region.

- 4.9 This Agreement shall be published on the Commonwealth Environment Department and an appropriate NSW Department website (or any other appropriate website approved by the Commonwealth Environment Department).

Scope of the Strategic Assessment

- 4.10 The Strategic Assessment relates to Forestry Operations outlined in the Program within the Strategic Assessment Area from the date of any Approval issued under section 146B of the EPBC Act.

Roles and responsibilities

- 4.11 In consultation with the Commonwealth Environment Department, NSW will prepare:
- a) a draft Program, for endorsement by the Commonwealth Minister under the EPBC Act if the relevant requirements, including consistency with the National Environmental Standards, no unacceptable impacts and net gain requirements, are met; and
 - b) a draft and then a final SIAR, which considers the impacts to which this Agreement relates and also includes consideration of social and economic matters.
- 4.12 The draft Program and draft SIAR will be made available for public comment, following review and comment by the Commonwealth Environment Department and the Commonwealth Environment Department giving a direction to publish the documents.
- 4.13 After considering the final SIAR, the Commonwealth Minister may decide to endorse the draft Program if the Commonwealth Minister is satisfied of certain matters.
- 4.14 The Parties acknowledge that endorsement of the Program itself does not constitute any Approval under the EPBC Act for the taking of Actions within the Strategic Assessment Area.
- 4.15 If the Commonwealth Minister decides to endorse the draft Program, the Commonwealth Minister may then, under section 146B of the EPBC Act, decide to approve the taking of Actions in accordance with the endorsed Program.
- 4.16 The Program will aim to support sustainable development of the Strategic Assessment Area.
- 4.17 For the removal of doubt, the statements in this clause are intended to be statements of information only and do not form part of the operative terms of this Agreement.

5. Prepare and Publish an Engagement Plan

- 5.1 To ensure that stakeholders and the public are appropriately informed about the proposal to undertake actions or a class of actions in accordance with the Program, they must be provided with a reasonable opportunity to participate in engagement activities and provide feedback and understand how that feedback may be taken into consideration.
- 5.2 NSW must prepare an engagement plan, in accordance with any applicable National Environmental Standard, that sets out the proposed engagement approach, ensures engagement is inclusive and accessible, and provides for the monitoring, evaluation and reporting of engagement outcomes.
- 5.3 The engagement plan must be prepared in consultation with the Commonwealth Environment Department and be published on an appropriate NSW, and Commonwealth Environment Department's, websites for the duration of this Agreement.
- 5.4 The Responsible Person may revise the engagement plan from time to time. Any proposed revision must be prepared in consultation with the Commonwealth Environment Department and does not take effect unless agreed by Commonwealth Environment Department. Once agreed, NSW and Commonwealth Environment Department must publish the revised engagement plan on their respective websites.

6. Terms of Reference for the SIAR

- 6.1 Pursuant to section 146(1B)(b) of the EPBC Act, the Parties agree to the preparation of Terms of Reference for a SIAR on the impacts of Actions under the Program on Protected Matters.
- 6.2 NSW must make available for public comment, by notice, the draft Terms of Reference for the Strategic Assessment Report. NSW must ensure that, at a minimum, the notice:
 - a) is posted on an appropriate NSW website (or any other appropriate website approved by the Commonwealth Environment Department);
 - b) invites public comment on the draft Terms of Reference for a period of at least 28 calendar days that is specified by the Commonwealth Minister in the notice;
 - c) mentions:
 - i. that the draft Terms of Reference are available for public comment;

- ii. the provision of the EPBC Act that requires the draft Terms of Reference for the SIAR to be published (i.e. section 146(1B)(b)(ii));
 - iii. where and how copies may be obtained in an electronic and hard copy form without charge or at a reasonable cost;
 - iv. contact details for obtaining further information, including reasonable access for persons with special needs; and
 - v. the address to which public comments should be provided.
- 6.3 The Commonwealth Environment Department will make the notice and draft Terms of Reference available electronically on the Commonwealth Environment Department's website.
- 6.4 The Parties may directly notify any party they think may have an interest in the draft Terms of Reference of the notice in clause 6.2.
- 6.5 Following consideration by NSW of the public comments on the draft Terms of Reference and the making of any revisions by NSW, NSW will submit to the Commonwealth Minister:
- a) any revised draft Terms of Reference; and
 - b) a copy of all public comments relating to the draft Terms of Reference; and
 - c) a document summarising whether and how the public comments have been taken into account in the revised draft Terms of Reference.
- 6.6 If the Commonwealth Minister is satisfied that the revised draft Terms of Reference will provide for a SIAR that adequately addresses the impacts to which this Agreement relates and the measures to compensate for any residual significant impacts, the Commonwealth Minister will notify NSW that the Terms of Reference can be finalised.
- 6.7 On receipt from the Commonwealth Minister of a notification under clause 6.6, NSW must finalise the Terms of Reference and provide a copy of the finalised terms of reference to the Commonwealth Environment Department.
- 6.8 NSW and the Commonwealth Environment Department will make the final Terms of Reference available electronically on their respective websites.

7. Development of the Program

- 7.1 The Parties agree that NSW will develop the Program to detail the sustainable development within the Strategic Assessment Area.

- 7.2 The Program will seek to ensure and promote conservation of Protected Matters from Impacts to which this Agreement relates.
- 7.3 The Program must be developed in accordance with the requirements of clause 11.1 and must include, but may not be limited to:
- a) the identification of the nature of the activities under the Program and the Strategic Assessment Area;
 - b) the identification of the Action, or the Classes of Actions², proposed to be undertaken within the Strategic Assessment Area, including a description of how these Actions are related to forestry activities regulated or managed under NSW's legislative requirements;
 - c) outcomes and commitments for the conservation of Protected Matters, based on the 'avoid, mitigate, repair and offset' hierarchy of principles, consistent with any National Environmental Standards;
 - d) outcomes and commitments for regulatory and administrative efficiencies, including for governments;
 - e) an implementation framework that describes how the Program will be efficiently and effectively implemented (including how commitments for the conservation of Protected Matters set out in the Program will be achieved);
 - f) an assurance framework that describes how the named approval holder (or holders) and the Responsible Person will demonstrate and adaptively manage the effectiveness of proposed regulatory, administrative and Protected Matter outcomes; and
 - g) an offsets framework that outlines how residual significant impacts of the Action, or Class of Actions, on relevant Protected Matters will be compensated to a net gain, consistent with any National Environmental Standards prescribed by the EPBC Regulations.
- 7.4 The processes for the review and publication of the draft Program are detailed at clause 8, the processes for assessing the suitability of the Program are at clause 9, and the established criteria for endorsement of the Program by the Commonwealth Minister are at clause 11.

² For an Action, or a class of Actions, to be covered by the Part 10 approval, they must be identified pre-endorsement and adequately assessed through the SIAR.

8. Preparation of the Program and SIAR

- 8.1 In accordance with this Agreement, NSW must prepare:
- a) a draft Program; and
 - b) a draft SIAR that provides an assessment of the Impacts to which this Agreement relates.
- 8.2 The Commonwealth Environment Department will collaborate with NSW and provide comments on the draft Program and draft SIAR throughout the development of these documents. The Commonwealth Environment Department will provide comments in a timely manner including comments on whether the Commonwealth Environment Department considers the draft SIAR adequately addresses the Impacts to which this Agreement relates, including the suitability of proposed avoidance, mitigation, repair and offset measures, and the extent to which the draft Program and draft SIAR adequately addresses the requirements for strategic assessments described in Part 10 of the EPBC Act.
- 8.3 NSW will consider the Commonwealth Environment Department's comments and will amend the draft Program and draft SIAR. NSW will provide the updated draft Program and draft SIAR to the Commonwealth Environment Department accompanied by a summary document that demonstrates how any comments from the Commonwealth Environment Department have been or have not been addressed.
- 8.4 After NSW provides the Commonwealth Environment Department with a draft Program and draft SIAR which the Commonwealth Environment Department is satisfied meets the requirements specified in this Agreement, the Commonwealth Environment Department will direct NSW to publish the draft Program and draft SIAR.
- 8.5 Following completion of the process set out in clauses 8.1 - 8.4 of this Agreement, NSW will publish the draft Program and draft SIAR, and by notice invite public comment on the draft SIAR. NSW must ensure that the notification:
- a) is posted on an appropriate NSW website (or any other appropriate website approved by the Commonwealth Environment Department) at a minimum for the period of public consultation specified by the Commonwealth Minister (of at least 28 days);
 - b) is circulated to key stakeholder groups in accordance with the engagement plan set out in clause 5.2 and 5.4;
 - c) is published in accordance with any other requirements of the engagement plan set out in clause 5.2 and 5.4;

- d) invites public comment on the draft SIAR for the period mentioned in clause 8.5(a); and
- e) mentions:
 - i. that the draft SIAR is available for public comment;
 - i. the period for public comment specified by the Commonwealth Minister;
 - ii. the provision of the EPBC Act that requires the draft SIAR to be published (i.e. section 146(2)(b));
 - iii. where and how copies may be obtained in an electronic and hard copy form without charge or at a reasonable cost;
 - iv. contact details for obtaining further information, including reasonable access for persons with special needs; and
 - v. the address to which public comments should be provided.

8.6 Following consideration of any public comments received, NSW will prepare, and then submit to the Commonwealth Environment Department for further comment:

- a) a copy of all public comments;
- b) a revised draft SIAR (if required) that takes into account the public comments received (if any);
- c) a revised draft Program (if required) that is informed by public comments received on the draft SIAR (if any); and
- d) a Supplementary SIAR which addresses how all public comments have been addressed through revisions to the draft SIAR or Program (if required).

8.7 The Commonwealth Environment Department agrees to assist NSW in ensuring that the draft SIAR and draft Program provided under clause 8.6 adequately addresses the requirements for Strategic Assessments described in Part 10 of the EPBC Act by providing comments on the documents provided under clause 8.6 in a timely manner.

8.8 NSW will update and finalise the draft Program and draft SIAR (if required) to reflect any further comments provided by the Commonwealth Environment Department following the public comment period and prepare another summary document that demonstrates how any comments from the Commonwealth Environment Department following the public comment period have been or have not been addressed.

8.9 NSW must then finalise and submit the following documents to the Commonwealth Minister for endorsement under clause 11.1:

- a) the final SIAR prepared under clause 8.8;
- b) the draft Program prepared under clause 8.8; and
- c) if relevant, the Supplementary SIAR.

9. Consideration of the SIAR and the Program

9.1 Following receipt of the final SIAR, the draft Program and, if relevant, the Supplementary SIAR (as detailed in clauses 8.6 and 8.9 of this Agreement), the Commonwealth Minister may make recommendations to NSW about the draft Program, including recommendations for the modification of the draft Program.

9.2 The Commonwealth Minister may request any additional Information they consider necessary in order to consider whether the final SIAR adequately addresses the Impacts to which this Agreement relates and the measures to compensate for any residual significant impacts.

9.3 If the Commonwealth Minister makes recommendations about the draft Program as outlined in clause 9.1 (specified in section 146(2)(e) of the EPBC Act), NSW:

- a) may seek clarification from the Commonwealth Minister on the recommendations;
- b) must, unless otherwise agreed, modify the draft Program as recommended or in a manner that has the same effect as the Commonwealth Minister's recommendations.

9.4 Where NSW modifies the draft Program in response to the Commonwealth Minister's recommendations under clause 9.1, NSW must submit to the Commonwealth Minister for consideration:

- a) the modified draft Program; and
- b) a summary of how the Commonwealth Minister's recommendations were given effect.

10. Variation of the draft Program prior to endorsement

10.1 Subject to clause 10.2, NSW may vary the draft Program, at any time before the draft Program is endorsed.

10.2 After the draft SIAR and draft Program have been published under clause 8.6, if NSW proposes to make a substantial variation to the draft Program, NSW must:

- a) collaborate with the Commonwealth Environment Department, amend the draft Program to incorporate any comments from the Commonwealth Environment Department, and obtain another direction to publish, in accordance with clauses 8.3 - 8.5;
- b) re-publish the draft Program and draft SIAR in accordance with clause 8.5; and
- c) complete the process outlined in clauses 8.6 - 8.9.

10.3 For the purposes of this clause, a variation to the draft Program is substantial if the Commonwealth Environment Department considers that the variation would materially:

- a) increase the adverse impacts on Protected Matters to which Actions under the Program relate; or
- b) reduce the measures proposed in the Program to mitigate, repair or compensate for damage to Protected Matters; or
- c) change the assessment approach considered in the draft SIAR or draft Program.

11. Endorsement of the Program

11.1 The Commonwealth Minister may endorse the draft Program prepared under clause 8.9 or the modified draft Program prepared under clause 9.4 or 10.1 (as the case may be) if satisfied that:

- a) the final SIAR adequately addresses the Impacts to which this Agreement relates; and
- b) if any Impacts to which the Agreement relates are residual significant impacts, the final SIAR adequately addresses measures to compensate for them; and
- c) any recommended modifications to the draft Program, or modifications having the same effect, have been made by NSW; and
- d) if the Program does not specify the persons who may take an Action in accordance with the Program:
 - i. the Program includes a mechanism for persons taking an Action in accordance with the Program to be registered by NSW; and
 - ii. the Program requires persons taking an Action in accordance with the Program to be registered by NSW; and

- e) the Program requires persons taking an Action in accordance with the Program to provide NSW with GHG Emissions Information; and
- f) the Program requires NSW to, within an agreed timeframe, provide the Minister with:
 - i. the persons who are registered by NSW as persons taking an Action in accordance with the Program; and
 - ii. the GHG Emissions Information.

11.2 If the draft Program is endorsed by the Commonwealth Minister, NSW and the Commonwealth Environment Department must publish agreed versions of the final SIAR, endorsed Program and (if relevant) Supplementary SIAR on an appropriate NSW Department and Commonwealth Environment Department's websites (or any other appropriate website approved by the Commonwealth Environment Department).

12. Approval of Actions

12.1 The Parties acknowledge that:

- a) endorsement of the Program does not, of itself, constitute Approval under s 146B of the EPBC Act for the taking of any Actions or Class of Actions within the Strategic Assessment Area; and
- b) the Commonwealth Minister may approve the taking of an Action, or Class of Actions, in accordance with an endorsed Program. The effect of this Approval decision is that any Actions or Class of Actions approved under section 146B would not need further Approval by the Commonwealth Minister under the EPBC Act if taken in accordance with the endorsed Program and any conditions attached to the Approval.

12.2 NSW acknowledges and agrees that Subdivision C of Division 1 of Part 10 of the EPBC Act, as amended by the *Environment Protection Reform Act 2025* (Cth), will apply to the Commonwealth Minister's decision under section 146B of the EPBC Act.

12.3 The Parties agree that an approval holder (or holders) may be named for any Approval of Actions, or Class of Actions, granted under section 146B of the EPBC Act, noting that any Approval may, by reference to the endorsed Program, permit persons other than the named approval holder to undertake Actions in accordance with the endorsed Program.

12.4 If the Commonwealth Minister decides to approve the taking of an Action, or Class of Actions, in accordance with the endorsed Program, the Commonwealth Minister will provide a copy of draft conditions of Approval to the named approval holder for comment prior to finalising the conditions.

13. Information management

- 13.1 The Parties agree to work cooperatively and share Information, to the fullest extent practical, so as to avoid duplication of work in undertaking the Strategic Assessment pursuant to this Agreement. The Parties commit to the following open access objectives with respect to Disclosable Information:
- a) It is accessible and can be used by the community, business, government and other stakeholders.
 - b) It is published under an open licence (preferably Creative Commons licence), and available in the public domain.
 - c) It is published and described in a way that maximises discovery and reuse, preferably online, and in open formats.
 - d) It is published at the highest resolution and accuracy available.
 - e) It is released electronically at no cost to users or, if other formats are required, at minimal cost.
- 13.2 The Parties will not disclose information received under this Agreement in any form with any outside parties unless the information is Disclosable Information.
- 13.3 The Parties will maintain appropriate security measures for storing Information to safeguard against loss or unauthorised access of Information.
- 13.4 Nothing in this Agreement derogates from any legal obligation on the part of the Parties, or their respective officers, in respect of disclosure of information generally, or the exercise of any legal right or privilege of the Parties in respect of disclosure of information as between the Parties.
- 13.5 The exchange or submission of Information to the other Party will be subject to appropriate agreed information management practices and protocols.
- 13.6 NSW will develop and maintain a data management plan consistent with any National Environmental Standards to record the key pieces of data and information generated for the Strategic Assessment. NSW will provide the Commonwealth Environment Department with a copy of the data management plan.

14. Governance arrangements and dispute resolution

- 14.1 The parties acknowledge that this Agreement is not legally binding but nevertheless agree to carry out their respective obligations and conduct themselves as though they were bound.

- 14.2 The Parties agree to use best endeavours to establish agreed timelines for arrangements to progress the Strategic Assessment in a cooperative, timely and efficient manner.
- 14.3 The Parties agree to use reasonable efforts to resolve by negotiation any problem that arises between them in the course of carrying out this Agreement (a Dispute). A Party will not terminate this Agreement as a result of a Dispute until the following process has been exhausted:
- a) If there is a Dispute between the Parties concerning this Agreement, either Party may give written notice of the Dispute to the other party which will state that it is a notice under this clause and will specify the details of the Dispute concerned.
 - b) Management representatives (Director equivalent) of each of the Parties will endeavour in good faith to agree upon a resolution to a Dispute.
 - c) Should management representatives fail to reach a resolution within 10 business days of receipt of a notice of Dispute (or another timeframe agreed to in writing between the Parties), the Dispute will be taken to Senior Executive Service (SES) or equivalent representatives of each of the Parties.
 - d) SES representatives will endeavour in good faith to agree upon a resolution of the Dispute.
 - e) Should the SES representatives fail to resolve the Dispute within 10 business days (or other timeframe agreed to in writing between the Parties), the Dispute will be taken to the:
 - i. relevant Deputy Secretary of the Commonwealth Environment Department; and
 - ii. relevant Deputy Secretaries of the NSW Department of Primary Industries and Regional Development and the NSW Department of Climate Change, Energy, the Environment and Water who will endeavour to reach agreement regarding the Dispute.

15. Transfer of the responsibility for the adoption or implementation of the Program

- 15.1 NSW may transfer responsibility for the adoption or implementation of the Program to another person, only with the prior written consent of the Commonwealth Minister.
- 15.2 The Commonwealth Minister may approve or refuse consent under clause 15.1 at their absolute discretion and subject to any conditions.

- 15.3 If the Commonwealth Minister approves transfer of responsibility under clause 15.2, then the Parties may proceed to novate this Agreement and must publish the novated Agreement on the Commonwealth Environment Department and the new party's websites (or any other appropriate website approved by the Commonwealth Environment Department).

16. Variation of Agreement

- 16.1 The Parties may vary this Agreement by written agreement only to the extent that the varied Agreement is consistent with the provisions of the EPBC Act.
- 16.2 Any variation to this Agreement shall be published on the Commonwealth Environment Department and an appropriate NSW Department website (or any other appropriate website approved by the Commonwealth Environment Department).

17. Termination

- 17.1 This Agreement may be terminated at any time by written notice from either Party, except where the termination relates to a Dispute and the procedure at clause 14.3 has not been followed.

18. General

- 18.1 Any notice given by a Party under this Agreement must be in writing and hand delivered or sent by pre-paid post, or email, to the appropriate representative at the specified address. The appropriate representative for each Party is:
- a) Executive Director of Strategy, Media and Ministerial Services, NSW Department of Primary Industries and Regional Development; and Executive Director, Nature and Natural Capital Strategy, NSW Department of Climate Change, Energy, the Environment and Water.
 - b) Assistant Secretary of the Branch managing the strategic assessment within the Commonwealth Environment Department (Branch Head, Forests Taskforce, Environment Policy, Regions and Markets Division, Department of Climate Change, Energy, the Environment and Water, Canberra ACT 2601).
- 18.2 Notwithstanding any other provision of this Agreement, the Parties may disclose information about this Agreement, including personal information, where required or permitted to be disclosed by law.
- 18.3 This Agreement may be executed in counterparts. All executed counterparts constitute one document.

Signatures

SIGNED for and on behalf of the
COMMONWEALTH OF AUSTRALIA
represented by

Senator the Honourable Murray Watt
Minister for the Environment and Water



Signature

07/09/2029

Date

SIGNED for and on behalf of the
STATE OF NEW SOUTH WALES
represented by

The Honourable Penny Sharpe MLC
Minister for the Environment
Minister for Heritage
Minister for Climate Change
Minister for Energy



Signature

14/9/26

Date

The Honourable Tara Moriarty MLC
Minister for Agriculture
Minister for Regional New South Wales
Minister for Western New South Wales



Signature

16/9/26

Date

Attachment 1: Indicative map of the Strategic Assessment Area

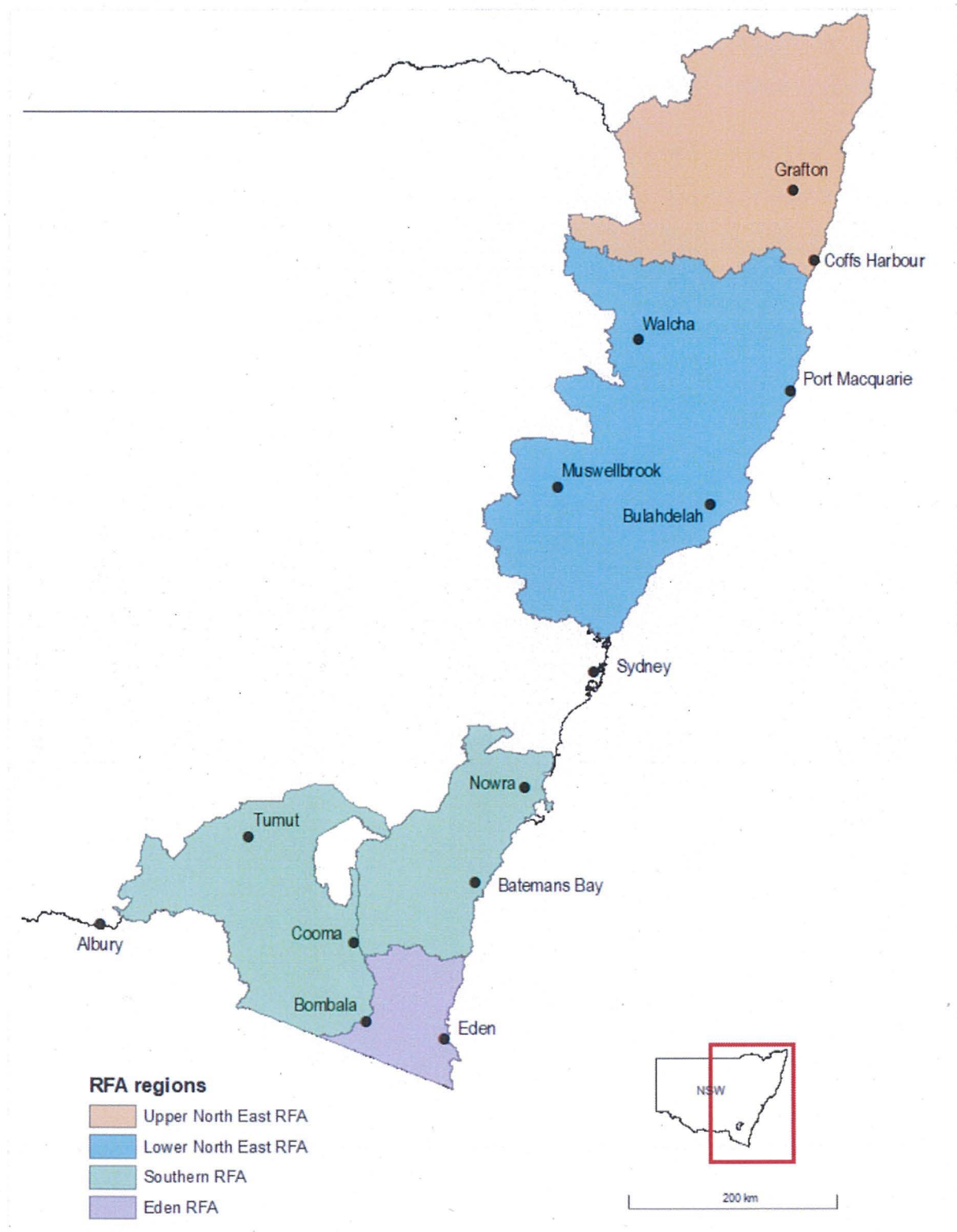


Figure 1: Indicative map of the Strategic Assessment Area, where Upper North East and Lower North East together constitute the North East RFA region.

