

# TASMANIAN REGIONAL FOREST AGREEMENT

THIS AGREEMENT is made on the 8th ..... day of ..... November..... 1997

**BETWEEN**

**THE STATE OF TASMANIA**, ("the State"); and

**THE COMMONWEALTH OF AUSTRALIA** ("the Commonwealth").

## Recitals

WHEREAS:

- A. The State and the Commonwealth have agreed to establish a framework for the management and use of Tasmanian forests which seeks to implement effective conservation, forest management, forest industry practices and in particular:
- provide certainty for conservation of environment and heritage values through the establishment of a CAR Reserve System; and
  - provide for the ecologically sustainable management and use of forests in Tasmania; and
  - provide for future growth and development of Tasmanian Industries associated with forests and timber products; and
  - assist with the development of forest-based tourism and recreational opportunities based on Tasmania's environmental advantages; and
  - provide for certainty of resource access to the forest industry; and
  - provide for certainty of resource access to the mining industry; and
  - remove relevant controls in relation to application of the *Export Control Act 1982* (Cwth); and
  - introduce a range of new or enhanced initiatives to assist with forest based development; and
  - encourage the development of forest based research; and
  - encourage significant employment opportunities and investment throughout Tasmania.

Administrative document  
Consolidated Tasmanian Regional Forest Agreement  
incorporating all variations

- B. To this end, the State and the Commonwealth have entered into this Regional Forest Agreement, as that expression is defined in the Export Control (Hardwood Wood Chips) (1996) Regulations (Cwth), in relation to the Tasmania Region, being the whole of the State of Tasmania.
- C. This Agreement has been made having regard to studies and projects carried out in relation to all of the following matters relevant to the Tasmania 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);
  - (e) principles of ecologically sustainable management.
- CA. In 2005, the State and the Commonwealth entered into a supplementary agreement. In 2017, in seeking to consolidate Agreement documentation, the State and the Commonwealth consented to the termination of the supplementary agreement in accordance with the terms of that agreement.
- CB. The Agreement was varied in 2001, 2007 and 2017. The Agreement, including the 2001, 2007 and 2017 variations, provides for:
- the long-term stability of forests and forest industries;
  - a comprehensive, adequate and representative reserve system (CAR reserve system);  
and
  - the ongoing ecologically sustainable management and use of forested areas in Tasmania.
- D. This Agreement is divided into Parts. Part 1 applies to the whole Agreement. Part 2 is not intended to create legally binding relations. Part 3 is intended to create legally binding relations. The Attachments are not intended to create legally binding relations except to the extent that this is necessary to give effect to Part 3.

**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 3.

### Definitions and General Provisions

2. In this Agreement unless the contrary intention appears:

**“Agreement”** means all parts of this Agreement between the Commonwealth and the State 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;

**“CAR Reserve System”** means areas under any of the following categories of land tenure – Formal Reserves including Dedicated Reserves, Informal Reserves and other areas on Public Land which have CAR values protected by prescription, and parts of the Private Forest Estate where the CAR values are protected under secure management arrangement by agreement with private landholders. This reserve system is based on the principles of comprehensiveness, adequacy and representativeness, as described in the JANIS Report;

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

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

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

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

**“Competition Principles”** means principles as described in the Compendium of National Competition Policy Agreements, January 1997, National Competition Council;

**“CRA”** means the Comprehensive Regional Assessment process carried out by the Commonwealth and the State pursuant to Attachment 1 of the RFA Scoping Agreement;

**“Dedicated Reserve”** means a Formal Reserve equivalent to IUCN Protected Area Management Categories I, II, III, or IV as defined by the IUCN Commission for National Parks and Protected Areas (1994). In Tasmania, Dedicated Reserves comprise the following reserves: national parks, state reserves, game reserves, nature reserves, and historic sites;

**“DPIPWE”** means the Tasmanian Department of Primary Industries, Parks and Water Environment.

**“Earth”** means any rock, stone, quartz, clay, sand and gravel and the alluvial or residual of any rock, stone, quartz, clay, sand, soil and gravel;

**“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 NFPS;

**“Endangered Forest Community”** means a community listed as endangered in the Tasmania-Commonwealth Regional Forest Agreement Environment & Heritage Report Vol. I, Table 2.8, Background Report Part C, Tasmanian Public Land Use Commission, Nov. 1996, as amended from time to time in accordance with this Agreement;

**“Environment and Heritage Values”** means values assessed as part of the CRA. These include environmental values, including old growth, wilderness, endangered species (including listed species or communities), National Estate Values, World Heritage and Indigenous heritage values;

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

**“Forest”** or **“forest”** means an area of land carrying a Forest Community, or a plantation of one or more tree species established for timber production;

**“Forest Community”** means any of the forest communities identified in Attachment 6 of this Agreement.

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

**“Forest Management Systems”** means the State’s suite of legislation, policies, codes, plans and management practices as summarised in *Tasmania’s Forest Management System: An Overview (2017)* as amended from time to time;

**“Forest Practices System”** means the system established pursuant to the objective set out in Schedule 7 to the *Forest Practices Act 1985* (Tas.);

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

**“Forestry Operations”** 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 burning-off, and transport operations;

**“Formal Reserve”** means a reserve equivalent to IUCN Protected Area Management Categories I, II, III, IV, or VI as defined by the IUCN Commission for National Parks and Protected Areas (1994). The status of Formal Reserves is secure, requiring action by the Tasmanian Parliament for revocation;

**“High Quality Wilderness”** means an area larger than 8000 hectares having National Wilderness Inventory (NWI) ratings 12 or larger, estimated by the methodology used in the NWI (Leslie and Maslen 1995);

**“Informal Reserve”** means a reserve on Public Land comprising an area identified as a Protection Zone under the Management Decision Classification System or other administrative

reserve on Public Land which is managed to protect CAR values;

**“IBRA Region”** means one of the eight IBRA regions within Tasmania described in the report titled Interim Biogeographic Regionalisation for Australia (1995);

**“IUCN”** means the International Union for the Conservation of Nature and Natural Resources;

**“ISO 14001”** means AS/NZS ISO 14001, Environmental Management Systems, Standards Australia, 2004, as amended from time to time;

**“JANIS Report”** means the report published by the Joint ANZECC/MCFFA National Forests Policy Statement Implementation Sub-committee in June 1997 titled ‘Nationally Agreed Criteria for the Establishment of a Comprehensive, Adequate and Representative Reserve System for Forests in Australia’;

**“JANIS Reserve Criteria”** means the criteria as described in the JANIS report which provide guidelines for the reservation of biodiversity, old growth forest and wilderness, taking account of reserve design and management and social and economic considerations;

**“Listed Species and Communities”** means species and communities listed in accordance with Part 13 of the EPBC Act, including threatened species, threatened ecological communities, migratory species and other listed categories, or fauna or flora that are a threatened species within the meaning of the *Threatened Species Protection Act 1995* (Tas) and the threatened native vegetation communities listed under Schedule 3A of the *Nature Conservation Act 2002* (Tas);

**“Management Decision Classification System”** means a map-based zoning system used by Forestry Tasmania for the classification of State Forest and which is described in the Tasmanian-Commonwealth Regional Forest Agreement Background report Part E: Assessment of Ecologically Sustainable Forest Management Systems and Processes: Independent Expert Advisory Group - Preliminary Report published by the Tasmanian Public Land Use Commission, November 1996;

**“Matters of National Environmental Significance”** for the purpose of this Agreement means 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 properties;
- (b) National Heritage Values of National Heritage Places;
- (c) ecological character of Ramsar Wetlands;
- (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).

**“Mineral”** means any metallic mineral, non-metallic mineral, industrial mineral, inorganic substance, coal, gas, oil, geothermal substance, atomic substances and matter forming part of the crust of the earth, other than:

- (a) the subsoil;
- (b) the layer of soil sustaining vegetation;

(c) rock, crushed stone, gravel, sand or clay produced on private land for the private use of the owner;

(d) mineral water.

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

**“Mining Operations”** means

(a) any operations or work of a commercial nature carried out on a mining lease with a view to obtaining or treating Minerals; or

(b) where a valid exploration or retention licence is held, any operations or work in the area covered by that licence for the purpose of exploring for Minerals or evaluating the potential for Mining;

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

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

**“National Estate”** means those places as defined under s.4 of the *Australian Heritage Commission Act 1975* (Cwth);

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

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

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

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

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

**“National Reserve System”** means the national network of public, Indigenous and private protected areas over land and inland freshwater;

**“Native Forest”** or **“Native Forest Estate”** means an area carrying a Forest Community;

**“Old Growth forest”** means old growth forest as defined in the JANIS Report;

**“Owner”** means:

(a) in relation to land:

(i) the owner of any estate or interest in that land, including the Crown in right of the State; and

(ii) any statutory corporation which has the power to carry on Forestry Operations or Mining Operations as the case may be, on the land;

(b) in relation to Forest Products or Mining Products, as the case may be, the owner of any interest in those products.

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

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

**“Priority Species”** means those Tasmanian forest associated species listed in the schedule of the *Endangered Species Protection Act 1992* (Cwth) or the *Threatened Species Protection Act 1995* (Tas.) or in the original Attachment 2 of the Agreement as it was in 1997;

**“Permanent Native Forest Estate Policy”** means the State’s Permanent Native Forest Estate Policy referred in clauses 59A to 61 of this Agreement;

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

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

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

**“Public Land”** means land as defined in Section 4 of the *Public Land (Administration and Forests) Act 1991* (Tas.) and land owned or leased by the Commonwealth which is identified in Attachment 6 of this Agreement;

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

**“Ramsar Wetlands”** means those places defined under section 17 of the EPBC Act;

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

**“Review”** means a review conducted under clauses 9K to 9Q of this Agreement;

**“RFA Scoping Agreement”** means the Scoping Agreement for a Tasmanian Regional Forest Agreement between the Commonwealth of Australia and the State of Tasmania signed on 16 January 1996;

**“Special Species Timber”** has the same meaning as in the *Forestry (Rebuilding the Forest Industry) Act 2014* (Tas);

**“State of the Forests Report”** means the report provided to the Tasmanian Minister responsible for Forestry as required by section 4Z of the *Forest Practices Act 1985* (Tas);

**“Statutory Conservation Planning Document”** means a conservation advice, recovery plan, threat abatement plan or wildlife conservation plan made in accordance with the EPBC Act, or a listing statement, recovery plan or threat abatement plan made in accordance with the *Threatened Species Protection Act 1995* (Tas);

**“Sustainability Indicators”** means qualitative or quantitative measures, at the regional (sub-national) level developed to assess the criteria for sustainable forest management;

**“Tasmania Region”** means the whole of the State of Tasmania;

**“Tasmania’s Forest Management System: An Overview”** means an overview of Tasmania’s Forest Management System as amended from time to time;

**“Tasmanian Heritage Register”** means the Tasmanian Heritage Register under the

*Historic Cultural Heritage Act 1995* (Tas);

“**TFFIS**” means the Tasmanian Forests and Forest Industry Strategy (Sept. 1990);

“**Threatening Process**” has the same meaning as in section 188 of the EPBC Act;

“**Warra Case Study**” means the case study of the Warra Long Term Ecological Research site established and conducted by Forestry Tasmania;

“**Wild Rivers**” means a river of natural origin, in which the biological, hydrological and geomorphological processes of river flow, and intimately linked parts of its catchment, have not been significantly altered by modern or colonial society. Wild rivers may include permanent, seasonal or underground water courses. Wild rivers in Tasmania have been agreed as part of the national Wild Rivers project;

“**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 Nomination**” means the submission by the Commonwealth of a nominated area to the World Heritage Committee for assessment as a World Heritage area consistent with section 314 of the EPBC Act and the World Heritage Operational Guidelines for the Implementation of the World Heritage Convention;

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

3. 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 or amendments thereof;
- (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.



## **Regional Forest Agreement**

4. This is a Regional Forest Agreement within the meaning of the *Regional Forest Agreements Act 2002* (Cth) and the *Export Control (Hardwood Wood Chips) Regulations 1996* (Cth) which applies to the Tasmania Region.
5. The Agreement is for the purpose of providing long-term stability of forests and forest industries.
6. The Parties note that export controls on wood sourced from plantations in Tasmania have been removed. The Commonwealth confirms that by the Parties entering this Agreement the export of hardwood woodchips or other unprocessed wood sourced in Tasmania will not be subject to any export controls.

## **Duration and Extension of Agreement**

7. This Agreement commenced on 8 November 1997, and subject to its terms will remain in force until 8 November 2037, or until a later date pursuant to clause 8.
8. The process for extending the duration of this Agreement will be agreed by the Parties as part of the third 5 yearly review specified in clause 45.

Subject to the satisfactory completion of each 5 yearly review in accordance with clause 9J, the Agreement will be automatically extended for a further five years.

The automatic extension process will commence with the 5 yearly review due in 2022 and continue until this Agreement is terminated by the Parties, or a Party withdraws in accordance with clause 15C.

## **Changes to the Agreement**

9. This Agreement may only be amended with the consent, in writing, of both Parties.

## **Monitoring the Agreement**

### **General monitoring**

- 9AA. The implementation of this Agreement is monitored through 5 yearly reviews and annual meetings between the Parties in the periods between the 5 yearly reviews.

Notwithstanding the annual meetings and 5 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.

The Parties consider the assessment process, the additional consultation undertaken in late 2016 and the compilation of the State of the Forests Report 2017 to be sufficient review such that the 5 yearly review that was due in 2017 is not required.

The next 5 yearly review required by this Agreement will commence in 2022.

### **Annual meetings**

- 9A. The Parties agree to hold annual officials-level, bi-lateral meetings in the years between each 5 yearly review to monitor the implementation of the Agreement and discuss any issues that arise.

## 5 yearly reviews

### *Five yearly review*

- 9B. A review of the performance of this Agreement is to commence during the last year of each 5 year period during the term of the Agreement (the 5 yearly review).
- 9C. The purpose of the 5 yearly review is to examine Tasmania's forest management to demonstrate Ecologically Sustainable Forest Management, including to:
- (a) demonstrate adaptive forest management in accordance with the RFA framework;
  - (b) demonstrate how the Parties have provided for the protection of Matters of National Environmental Significance, including trends and the status of Matters of National Environmental Significance or other environmental values, which may be impacted by Forestry Operations;
  - (c) demonstrate how relevant Statutory Conservation Planning Documents have been implemented as part of the Forest Management System;
  - (d) demonstrate how social and economic benefits of forestry and other Forest uses are being achieved; and
  - (e) assess the extent to which key findings and/or recommendations for preceding 5 yearly reviews have been addressed.
- 9D. The Parties note that the State of the Forests Reports required by section 4Z of the *Forest Practices Act 1985* (Tas) provide an ongoing mechanism to monitor implementation of Ecologically Sustainable Forest Management, including across key environmental, social and economic indicators. As such, they will be a key source of information in the 5 yearly reviews under this Agreement. Completion of the 5 yearly reviews will follow the completion of the State of the Forests Reports.

### *Conduct of 5 yearly review*

- 9E. 5 yearly reviews are to be conducted:
- (a) by a person or body jointly appointed by the Parties;
  - (b) in accordance with agreed priorities, procedures and funding arrangements, which are to be agreed by the Parties before the end of each 5 year period of this Agreement.
- 9F. In conducting the 5 yearly review, the person or body will:
- (a) take into account public comments;
  - (b) use and take into account the relevant State of the Forests Report;
  - (c) use and take into account Tasmania's Forest Management System: An Overview , as updated from time to time;
  - (d) develop and submit to the Parties a report detailing the 5 yearly review process and its findings, within three months of commencement.
- 9G. In accordance with subsection 10(6) of the *Regional Forest Agreements Act 2002* (Cth), the Commonwealth Minister responsible for forestry will table the report provided under paragraph 9F(d) in the Parliament of Australia.

- 9H. The Parties will consider the 5 yearly review recommendations and publish a joint government response to the recommendations within 12 months of receiving the review report.
- 9I. The purpose of the 5 yearly review process under this Agreement is not to re-negotiate the Agreement.

*Satisfactory completion of 5 yearly review*

- 9J. A five yearly review will be satisfactorily completed upon the public release of the joint government response to the review report, which will also confirm whether ongoing Agreement obligations and any commitments subsequently agreed to by the Parties have been implemented to the satisfaction of the Parties.

**Audit and Review**

- 9K. Either Party may initiate an audit or review, or require a report if, in the opinion of the initiating Party, there has been, or is likely to be, an adverse outcome relating to this Agreement, whether or not the outcome relates to non-compliance or likely non-compliance with the Agreement.
- 9L. Before a Review commences, the initiating Party must notify and consult with the other Party on the following:
- (a) the initiating Party's opinion and reason for initiating the Review;
  - (b) the appointment of an independent auditor or reviewer(s); and
  - (c) the scope and criteria of the Review.
- 9M. A Review may include:
- (a) an independent audit or review of the operation of this Agreement over a particular period of time;
  - (b) a report which addresses the criteria specified by the initiating Party.
- 9N. A Review should be conducted in the most efficient and effective manner possible to address the opinion of and concerns identified by the initiating Party.
- 9O. The Parties agree to cooperate fully in any Review.
- 9P. The initiating Party may publish any report produced as part of the Review, provided the Party, prior to publication:
- (a) notifies the other Party of the intent to publish the report;
  - (b) provides the other Party with a copy of a draft of the final report; and
  - (c) provides the other Party with 20 business days to respond to the draft of the final report.
- 9Q. The costs of a Review, including any report, will be borne by the initiating Party.

**Dispute Resolution**

10. The Parties agree that if a dispute arises between the Parties, it must be resolved expeditiously in accordance with the provisions of clauses 11 to 15.

11. 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;
  - (b) that it is a dispute to be resolved in accordance with clauses 11 to 15.
12. Within 7 days of the notice under clause 11 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.
13. If the dispute is not settled under clause 12 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.
14. The costs of a mediator appointed under clauses 12 or 13 are to be shared equally between the Parties.
15. Each of the Parties agrees to use its best endeavours to resolve the dispute through mediation.

#### **Withdrawal from automatic extension process**

- 15A. If there is no resolution or agreement on a dispute in accordance with clauses 10 to 15 (including the failure of mediation), either the Commonwealth Minister responsible for forestry (in consultation with the Commonwealth Minister responsible for the environment) or Tasmanian Minister responsible for forestry may send to the other Party and publish a written notice of its intention to withdraw from the automatic extension process in clause 8 unless the dispute is resolved.
- 15B. Any notice under clause 15A above must specify the time period in which the other Party must address the dispute.
- 15C. If, at the end of the specified time period, the dispute has not been resolved, the Commonwealth Minister responsible for forestry (in consultation with the Commonwealth Minister for the environment) or the Tasmanian Minister responsible for forestry may write to the other Party's government giving notice of their intention to withdraw from the automatic extension process in clause 8.
- 15D. A notice of intention given by a Party pursuant to clause 15C must include the date at which the Party's withdrawal from the automatic extension process in clause 8 takes effect.
- 15E. In the event either Party withdraws from the automatic extension process in clause 8, negotiation of any subsequent extension to this Agreement will only be considered following the satisfactory completion of the penultimate 5 yearly review (that is, the 5 yearly review prior to the final five years of the Agreement's duration).
- 15F. In the event the Parties subsequently extend this Agreement subject to clause 15E and pursuant to clause 9, the automatic extension process in clause 8 will not apply to the extended Agreement unless otherwise agreed by the Parties.

#### **Notices**

16. 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:

THE STATE

The Secretary  
Department of Premier and Cabinet

Level 7

15 Murray Street

HOBART TAS 7000

THE COMMONWEALTH

The Secretary  
Department of Agriculture and Water Resources

18 Marcus Clarke Street

CANBERRA ACT 2601

17. Any notice of other communication shall be deemed to have been duly served:
- in the case of hand delivery, when delivered;
  - if sent by prepaid post, on the third ordinary business day after the date of posting;
  - if sent by facsimile transmission and provided that the sending facsimile machine produces a printout of the time, date and uninterrupted transmission record of the sending of the notice, upon completion of the transmission, if such completion is within ordinary business hours in the place where the recipient's facsimile machine is located, but, if not, then at 9:00am on the next ordinary business day in such place;
  - if any other mode of service is agreed in writing between the Parties, when that agreement specifies.

## PART 2

18. This Part is not intended to create legally binding relations and provisions in Part 1 in so far as they relate to Part 2 are also not binding.

### **Basis of Agreement – National Forest Policy Statement (NFPS)**

19. The Parties confirm their commitment to fulfilling the goals, objectives and implementation of the NFPS by:
- implementing Ecologically Sustainable Forest Management; and
  - maintaining a CAR Reserve System; and
  - supporting an internationally competitive wood production and wood products industry; and
  - promoting the conservation and management of the Private Forest Estate.
20. The Commonwealth accepts the principles of the TFFIS except to the extent that they are inconsistent with this Agreement or the NFPS.

### **Relationship to Previous Forest Agreements**

21. This Agreement replaces the following intergovernmental forest agreements and understandings:
- the Interim Forest Agreement for Tasmania (1996); and
  - the Statement of Intent (1995); and
  - the Heads of Agreement (1988); and
  - the Memorandum of Understanding (1986).

### **Introduction of Legislation**

22. The Commonwealth undertakes to use its best endeavours to secure the enactment of legislation which includes provision to the effect that where a Regional Forest Agreement is in force:
- (a) no controls may be imposed under the *Export Control Act 1982* (Cwth), or under any legislation enacted by the Commonwealth Parliament for a similar purpose, upon the export from the region in respect of which the Agreement was made of woodchips or unprocessed wood; and
  - (b) the following Commonwealth legislative provisions do not apply to Forestry Operations on land which under the Agreement may be used for such operations
    - (i) the *Australian Heritage Commission Act 1975*, s.30;
    - (ii) the *Environment Protection (Impact of Proposals) Act 1974*, s. 11;
    - (iii) the Administrative Procedures approved under s. 6 of the *Environment Protection (Impact of Proposals) Act 1974*;
    - (iv) the *World Heritage Properties Conservation Act 1983*, s. 6;
  - (c) the Commonwealth may only terminate that Regional Forest Agreement:

- (i) by consent; or
  - (ii) on the ground of a fundamental breach by the State of the spirit of the Agreement, by 30 days' notice in writing following the full observance by the Commonwealth of the dispute resolution procedures for which the Agreement provides; or
  - (iii) by 90 days notice in writing on the ground that circumstances have arisen which, under the Agreement, otherwise entitle the Commonwealth to terminate the agreement unless the State has rectified the situation prior to the end of the 90 day period.
23. The Commonwealth undertakes to:
- (a) prepare a policy outline of such legislation, and circulate that outline to all States which have regions covered by the *Export Control (Hardwood Wood Chips) (1996) Regulations* (Cwth), by 31 December 1997; and
  - (b) thereupon consult with the State and such other States in relation to the legislation; and
  - (c) introduce such legislation into the Parliament of the Commonwealth by 30 June 1998.

### **Environment and Heritage Values**

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

- 23A. The Parties agree that the CAR Reserve System, established in accordance with this Agreement, and the application of the Forest Management System, protects Environment and Heritage Values.

### **Action to Establish and Manage Reserves**

24. The State undertakes to
- (a) manage the areas in the CAR Reserve System identified in Attachment 6, with the exception of Commonwealth owned or leased land, on the basis outlined in that Attachment and in accordance with the relevant objectives set out in Attachment 7.

### **CLAUSES 25 TO 28 DELETED.**

### **Environment Impact Assessment**

29. The State confirms that it has fulfilled its duties in relation to this Agreement for assessment of environmental impacts under the *Environmental Management and Pollution Control Act 1994* (Tas.) in so far as they were to be performed prior to the date of the commencement of this Agreement.

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

#### *Matters of National Environmental Significance (general)*

- 29A. The State agrees that its Forest Management System will take into account relevant Commonwealth plans and principles, as amended from time to time, in order to protect Matters of National Environmental Significance.
- 29B. The Parties recognise the importance of research, monitoring, evaluation and communication to support decision making with regard to Matters of National Environmental Significance. The

Parties will continue to improve those mechanisms as part of their adaptive management framework.

- 29C. The Parties agree that the monitoring, audit and review processes set out in this Agreement provides an assurance that the Forest Management System takes into account the protection of Matters of National Environmental Significance.

*Listed Species and Communities*

30. The Parties, recognising that priorities can change in light of new information, will continue to consult on the priorities for:
- (a) forest associated Listed Species and Communities, Forest Communities, and Threatening Processes;
  - (b) the preparation of all Statutory Conservation Planning Documents relevant to this Agreement.
31. The State agrees that any new or altered management prescriptions that are developed over the term of the Agreement for forest associated Listed Species and Communities will:
- (a) provide for the maintenance of the relevant species;
  - (b) have a sound scientific basis;
  - (c) be endorsed by the Tasmanian Threatened Species Scientific Advisory Committee where relevant; and
  - (d) take note of public comment.
32. The State:
- (a) agrees to maintain planning tools that include management prescriptions and responses to disturbance related to forest associated Listed Species and Communities;
  - (b) confirms that it intends to use the planning tools as a basis for the management of Listed Species and Communities;
  - (c) agrees to make the planning tools publicly accessible; and
  - (d) agrees to continue periodic reporting on the effectiveness of management prescriptions.

**CLAUSES 33 TO 36 DELETED.**

**World Heritage**

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

**CLAUSE 39 DELETED.**

40. The Parties agree that they will give consideration to the potential social and economic consequences of any World Heritage Nomination of places in the Tasmanian Region and that any such nomination will only occur after the fullest consultation and with agreement of the



State.

41. The Parties agree that any World Heritage Nominations involving any part of the Forest Estate in the Tasmanian Region will be from areas within the Dedicated Reserve elements of the CAR Reserve System.
42. The Parties agree:
  - that before any World Heritage Nomination of any part of the Forest Estate is made management arrangements, including joint policy coordination arrangements and a draft or final statutory management plan under the relevant Tasmanian legislation, will be in place.

### **National Heritage**

- 42A. The Parties agree that the Forest Management System provides for the protection of National Heritage through management of National Heritage Values of National Heritage Place in accordance with National Heritage Management Principles.

### **Commonwealth Heritage**

- 42B. The Parties agree that the Forest Management System provides for the protection of Commonwealth Heritage through the management of Commonwealth Heritage Values of Commonwealth Heritage Places in accordance with Commonwealth Heritage Management Principles.

### **Ramsar Wetlands**

- 42C. The Parties acknowledge that the Forest Management System 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 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 native vegetation communities listed in Schedule 3A of the *Nature Conservation Act 2002* (Tas).

### **Other legislation**

43. The Parties acknowledge that in some limited circumstances not related to the substance of this Agreement, including foreign investment approvals and export controls for non-forest products or infrastructure development, Commonwealth legislative provisions may also apply.

### **CLAUSES 44 TO 47 DELETED.**

### **The Comprehensive, Adequate and Representative (CAR) Reserve System**

48. The Parties agree that the CAR Reserve System has been established and progressively added to for the purpose of ensuring the long-term conservation and protection of the values defined by

the JANIS Reserve Criteria. The CAR Reserve System includes the land specified in Attachment 6.

- 48A. The primary function of the CAR Reserve System is to ensure the long-term conservation and protection of Environment and Heritage Values, including Listed Species and Communities.
49. The Parties agree that the CAR Reserve System established in accordance with this Agreement (including as it has been progressively added to), comprises:
- Dedicated Reserves and other Formal Reserves; and
  - Informal Reserves; and
  - areas with CAR Values protected by prescription; and
  - Private Land with CAR Values protected under secure management arrangement by agreement with private landholders.

#### **Action to manage the CAR Reserve System**

- 49A. The State will manage and conserve the Formal Reserve elements of the CAR Reserve System consistently with its obligations in relation to the relevant statutory values and purposes of reservation set out in Schedule 1 of the *Nature Conservation Act 2002* (Tas), and the management objectives set out in Schedule 1 of the *National Parks and Reserve Management Act 2002* (Tas).
50. The Parties agree that the CAR Reserve System as established under this Agreement:
- meets the JANIS Reserve Criteria; and
  - sufficiently protects identified CAR Values with adequate buffers within the CAR Reserve boundaries; and
  - meets all the requirements for the National Reserve System in respect of Forest Communities.
- 50A. The Parties agree that they will use best endeavours to ensure changes to those elements of the CAR Reserve System in Informal Reserves on Public Land will:
- (a) only occur in accordance with this Agreement;
  - (b) be made publicly available; and
  - (c) not lead to deterioration in the representation or protection of identified CAR Values to below levels established by this Agreement in 1997, noting that minor changes to the levels of representation or protection of specific CAR Values may occur.
- 50B. The State will maintain records indicating the location, extent and purpose of any amendment to the Informal Reserve system and the net impact that any amendments have on CAR Values.

#### **CLAUSES 51 TO 55 DELETED.**

#### **Commonwealth owned or leased land**

56. The Commonwealth agrees that the Commonwealth owned or leased land specified in Attachment 6 will form part of the CAR Reserve System as Informal Reserves. The Commonwealth further agrees that those areas of the Buckland Military Training Area

leased by the Commonwealth from the State and not required for the CAR Reserve System will remain available to the State for timber production purposes, including plantation development.

## **CLAUSE 57 DELETED.**

### **Private Land**

58. The Parties reaffirm their commitments made in the NFPS to the conservation and management of the Private Forest Estate and acknowledge that the State:
- has a policy for maintaining a permanent Native Forest Estate to regulate the extent of clearing and conversion of the Native Forest Estate, including on Private Land;
  - has native vegetation retention controls under the *Forest Practices Act 1995* (Tas) and the *Nature Conservation Act 2002* (Tas) to regulate the clearance and conversion of threatened native vegetation communities, including on Private Land;
  - maintains a Forest Practices System that requires private Forest Owners to undertake their management operations consistently with the principles of Ecologically Sustainable Forest Management;
  - will continue to provide ongoing monitoring and management support services to Owners of covenanted land under the *Nature Conservation Act 2002* (Tas).
59. The Parties recognise the importance to the CAR Reserve System of Environment and Heritage Values on Private Land and the State agrees to continue to support processes which will facilitate the voluntary participation by private Forest Owners to protect CAR Values on Private Land. All conservation mechanisms for the establishment of the Private Land component of the CAR Reserve System will be voluntary.

### **Permanent Native Forest Estate Policy**

- 59A. The State's Permanent Native Forest Estate Policy is an important element of achieving Ecologically Sustainable Forest Management and applies to areas of Native Forest managed on a sustainable basis both within the CAR Reserve System and within other Forests across Public Land and Private Land.
60. The State agrees to adopt the broad policy framework specified in Attachment 9 which is designed to maintain an extensive and permanent Native Forest Estate and to maintain the sustainability of the total Forest Estate.
61. The Parties agree that the Permanent Native Forest Estate Policy, together with the CAR Reserve System and Tasmania's Forest Management Systems implemented under this Agreement, meet the requirements of the NFPS for the protection of regional conservation values and catchment management objectives.

### **Ecologically Sustainable Forest Management (ESFM)**

62. 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 maintenance of the CAR Reserve System;
  - supported, internationally competitive Forest Products industries which are

economically sustainable and provide for social and economic benefit; and

- an integrated, complementary and strategic Forest Management System capable of responding to new information.

63. The State confirms its commitment to the ongoing implementation and achievement of ESFM on both Public Land and Private Land through the continued implementation of improvements to its Forest Management Systems and adaptive Forest management.
64. The State agrees that in providing for ESFM, its Forest Management Systems will be amended to reflect the undertakings of this Agreement and in particular those undertakings specified in Attachment 10.

### **Climate change**

- 64A. The State agrees to manage its Forests in accordance with the NFPS objectives and policies as they relate to climate change, adaptation and carbon. The Parties acknowledge:
- (a) the need to manage Forests so as to maintain or enhance the contribution of managed Forests to the effective management of carbon within the carbon cycle;
  - (b) that maintaining Native Forest, through the CAR Reserve System, the Permanent Native Forest Estate Policy, managed production Forests and other mechanisms, plays an important role in maintaining the contribution of the State's Forests to the effective management of carbon within the carbon cycle.

### **Old Growth Forest management on Public Land**

- 64B. Since the signing of this Agreement, harvesting of Old Growth forest on Public Land has been significantly reduced. The State will continue to publicly report on the area of public Old Growth forest harvested by silvicultural technique each year.

### **CLAUSES 65 TO 71 DELETED.**

### **Monitoring and reporting on Ecologically Sustainable Forest Management**

- 71A. The Parties agree that the Forest Management System will be enhanced by continuing mechanisms to monitor and review the sustainability of Forest management practices.
72. The State has a well-established set of Sustainability Indicators, which are aligned with the Montreal Process Criteria and Indicators, as adapted to Australia through the Montreal Process Implementation Group, and are reported on every five years in the State of the Forests Report. The State 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 5 yearly reviews required under this Agreement.
73. The Parties recognise that they already have in place a range of processes and instruments which provide for public participation and consultation, as outlined in the Forest Management System.

### **Industry stability**

74. In recognition of the contribution of forest-based industries to the Tasmanian economy, the Parties intend that this Agreement will support future growth and development of Tasmania's industries associated with forests and timber products specifically through:

- certainty of resource access to the forest industry; and
- security of access to the Mining industry by continuing to recognise defined land tenures which allow for exploration and Mining together with the protection of Environment and Heritage Values; and
- facilitating and enabling industry growth and development, in areas such as:
  - (a) skills retention and workforce development;
  - (b) research, innovation and extension;
  - (c) strategic marketing, communications and education;
  - (d) essential and strategic infrastructure;
  - (e) resource management and access;
  - (f) reducing regulatory burden.

75. The Parties acknowledge, as set out in the *Regional Forest Agreements Act 2002* (Cth), that certain provisions of Commonwealth legislation do not apply in relation to RFA wood or RFA forestry operations (as defined in the *Regional Forest Agreements Act 2002* (Cth)).

#### **CLAUSES 76 TO 77 DELETED.**

#### **Other Forest Uses**

##### *Application of Commonwealth legislation*

78. The Parties agree that Forest uses other than timber production will be determined in accordance with Tasmanian legislation with due regard to protection of Environment and Heritage Values. 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.

##### *Special Species Timber industry*

78A. The Parties recognise the particular importance of Special Species Timber for the Tasmanian Special Species Timbers sector including primary and secondary processors, retail and tourism.

78B. The Parties agree that selected areas of Public Land will continue to be accessible for the long term production of Special Species Timbers, consistent with relevant statutory management objectives and statutory management plans.

78C. The Parties acknowledge that Special Species Timbers have a unique geographical distribution.

78D. Consistent with clause 40, the Parties will consider Special Species Timbers in the consideration of the potential social and economic consequences of World Heritage Nomination of places in the Tasmanian Region.

##### *Apiculture*

78E. The Parties support access to, and management of, selected areas of Public Land to provide beekeepers with access to apiary sites, including leatherwood forest, for the purposes of

apiculture.

#### *Mineral exploration and Mining activities*

79. The Parties recognise subject to clauses 80, 81 and 82 that Mineral exploration and Mining can occur in those specified parts of the CAR Reserve System which are identified in Attachment 6, or where consistent with relevant statutory values and purposes of reservation set out in Schedule 1 of the *Nature Conservation Act 2002* (Tas), and the management objectives set out in Schedule 1 of the *National Parks and Reserve Management Act 2002* (Tas), and subject to any requirements under the EPBC Act.
80. The State confirms that Mineral exploration in areas covered by the CAR Reserve System will be subject to the Tasmanian Mineral Exploration Code of Practice and that all exploration proposals will be referred to the Mineral Exploration Working Group who will investigate the potential impact on CAR Values and recommend appropriate conditions to protect CAR Values.
81. The State will ensure that all proposed Mining activities in areas covered by the CAR Reserve System will be subject to environmental impact assessment and environmental management conditions as required by the *Environmental Management and Pollution Control Act 1994* (Tas.), the *State Policies and Projects Act 1993* (Tas.), and/or the *Mineral Resources Development Act 1995* (Tas.).
82. The Parties agree that in relation to those parts of the CAR Reserve System with High Quality Wilderness values, as identified through the CRA, measures will be taken under State processes to minimise the effects of Mineral exploration and Mining activities on wilderness values. Rehabilitation of any exploration activity impacts and rehabilitation of any mine site will be in accordance with the provisions of the *Mineral Resources Development Act 1995* (Tas.), and the *Environmental Management and Pollution Control Act 1994* (Tas.) in so far as any permit conditions are relevant, and will aim both to achieve world's best practice and to return the site to its wilderness condition.

#### **Aboriginal heritage**

83. The Parties agree that the Forest Management System provides a framework for the protection of Aboriginal heritage values.
- 83A. The Parties are committed to meaningful consultation on forest management with the Aboriginal Heritage Council and community in relation to protection of significant sites and places.
84. This Agreement is not intended to influence either current or future Native Title claims in any way. Where any government action to implement this Agreement could affect Native Title, that action will be taken in accordance with the *Native Title Act 1993*.

#### **Competition Principles**

85. The Commonwealth agrees that the day-to-day pricing and allocation arrangements for wood from the Public Forest Estate are matters for the State. The State confirms its commitment to the pricing and allocation principles set out in the NFPS.
86. The Parties recognise that under the Competition Principles Agreement, governments aim to achieve more transparency and greater efficiency in government owned business enterprises.

## **Research**

87. Research priorities identified at the establishment of this Agreement are listed in Attachment 13.
88. The Parties agree that continuing research in a range of areas is vital to ensure that all aspects of forest management remain up to date with the latest information and technological developments.
89. The Parties agree to make publicly available, wherever practical, research reports relevant to the substance of this Agreement.

## **Data Use and Access**

90. The Parties recognise that the implementation and monitoring of this Agreement depends on appropriate mutual access to and accreditation of relevant information owned and held by each of them.
- 90A. 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, or where data is confidential or otherwise restricted.
- 90B. The Parties recognise that the datasets used at the commencement of this Agreement are listed at Schedule 1 of Attachment 14.

## **Sustainability Indicators**

91. The Parties agree to develop and establish by the first of December 1999 an appropriate, practical and cost effective set of Sustainability Indicators which:
  - have regard to the Montreal Process Criteria (as amended from time to time) the current form of which is specified in Attachment 4 and take account of the processes and regional framework of indicators developed by the Montreal Process Implementation Group; and
  - assess the criteria for sustainable forest management for the whole of the Tasmania Region; and
  - take account of the results of the Warra Case Study to develop effective regional indicators; and
  - include appropriate social and economic indicators; andin the development of those indicators the Parties agree to:
  - determine the frequency of monitoring and reporting; and
  - provide for public consultation and to take account of public comments; and
  - develop efficient linkages to the ongoing work being carried out on the Commonwealth and Tasmanian State of the Forests and State of the Environment Reports to avoid duplication of effort.

## PART 3

### Nature of Obligations under this Part

92. It is the intention of the Parties that this Part is to create legally enforceable rights and obligations. It is also their intention that, in the event that any provision of this Part exceeds the power of either Party or is unenforceable for any other reason, that provision is to be read as not intending to create legally enforceable rights and obligations.

### Forest Management

93. The State has a well-established Forest Management System. As part of the Forest Management System, the State agrees to encourage its public Forest managers to maintain Environmental Management Systems equivalent to systems meeting the requirements of ISO 14001.
94. The State agrees to publish, and make publicly available, its:
- annual compliance audits of the implementation of the *Forest Practices Act 1985* (Tas.), the Forest Practices Code (being the Code issued pursuant to Section 30 of the *Forest Practices Act 1985* (Tas.)) and its code of reserve management; and
  - 5 yearly independent expert reviews of the operation of the above mentioned codes of practice (the code itself, auditing processes and staff competencies) where they are associated with Forest lands.

### Compensation

95. The Parties agree that:
- 95.1 If to protect the environment and heritage values in native forests and in connection therewith the protection of:
- (a) CAR Values; or
  - (b) Old Growth forest; or
  - (c) wilderness; or
  - (d) any Priority Species; or
  - (e) any Endangered Forest Community; or
  - (f) National Estate Values; or
  - (g) World Heritage Values; or
  - (h) Wild Rivers

the Commonwealth takes any Action during the period of this Agreement which is inconsistent with any provision of this Agreement and a foreseeable and probable consequence of which is to prevent or substantially limit:

- (i) the use of land which is not included within the CAR Reserve System for Forestry Operations which, immediately before the announcement of the proposed Commonwealth Action, are being undertaken or were intended to be undertaken at any time or the use of land which is not included within the CAR Reserve System or of land within that system but not within a Dedicated Reserve for Mining Operations pursuant to



a statutory lease, statutory licence or other statutory authority permitting those operations which was in force immediately prior to the announcement of the proposed Commonwealth Action; or,

- (j) the sale or commercial use of Forest Products sourced from land which is not included within the CAR Reserve System or the first sale or first commercial use of Mining Products sourced from land which is not included within the CAR Reserve System or land within that system but not within a Dedicated Reserve for a purpose for which, immediately prior to the announcement of the proposed Commonwealth Action, they had been intended to be sold or used commercially at any time; or,
- (k) the construction on land which is not included within the CAR Reserve System of roads being built or intended to be built, immediately before the announcement of the proposed Commonwealth Action, where those roads primary purpose is for the transportation of Forest Products sourced from land which is not included within the CAR Reserve System,

the Commonwealth will pay compensation to the State in accordance with the remaining provisions of clause 95.2 to 95.20.

95.2 Subject to:

- (a) clauses 95.3, 95.4, 95.5, 95.6, 95.8, 95.9, 95.10, 95.11 and 95.12 the compensation to be paid by the Commonwealth to the State in accordance with clause 95.1 in relation to the prevention by Commonwealth Action of the use of land for Forestry Operations or prevention by Commonwealth Action of the sale or commercial use of Forest Products is the amount of the reasonable loss or damage sustained by reason of that prevention, calculated as at the time at which the prevention referred to in clause 95.1 occurred, by any person in any of the following classes of person
  - (i) the Owner of the land or of the Forest Products on the land;
  - (ii) any person who, prior to the announcement of the proposed Commonwealth Action but not in anticipation of that Action, entered into a contract with the Owner of the land or of the Forest Products on the land or with any person mentioned in sub-paragraph (iii) below for the carrying out of Forestry Operations on the land; and
  - (iii) any person who, prior to the announcement of the proposed Commonwealth Action but not in anticipation of that Action, entered into a contract with the Owner of the land or of the Forest Products on the land to purchase the Forest Products on the land.
- (b) clauses 95.3, 95.4, 95.5, 95.6, 95.7, 95.8, 95.10, 95.11 and 95.12 the compensation to be paid by the Commonwealth to the State in accordance with clause 95.1 in relation to the prevention by Commonwealth Action of the use of land for Mining Operations or the first sale or first commercial use of Mining Products is the amount of the reasonable loss or damage sustained by reason of that prevention, calculated as at the time at which the prevention referred to in clause 95.1 occurred, by any person carrying on Mining Operations on the land pursuant to a statutory lease, statutory licence or other statutory authority permitting those operations which was in force immediately prior to the

announcement of the proposed Commonwealth Action.

- (c) clauses 95.3, 95.6, 95.8, 95.11 and 95.12 the compensation to be paid by the Commonwealth to the State in accordance with clause 95.1 in relation to the prevention by Commonwealth Action of construction of a road is the amount of reasonable loss or damage sustained by reason of that prevention, calculated as at the time at which the prevention referred to in clause 95.1 occurred, by any person who, immediately before the announcement of the proposed Commonwealth Action, was contracted to construct that road.
- 95.3 No amount of compensation is payable in the event of any loss or damage being sustained which would have been so sustained regardless of the Commonwealth Action. No compensation is payable hereunder in respect of any additional areas included pursuant to this Agreement in the CAR Reserve System.
- 95.4 The State warrants that no claim will be made in respect of areas where Forestry Operations or Mining Operations would not have been permitted by this agreement and that any claims will be certified by it as being or not being in respect of such areas and as having been assessed by the State in this regard.
- 95.5 The State warrants that no claim will be made in respect of Forest Products or Mining Products which would not have been available for sale or commercial use under this Agreement and that any claims will be certified by it as being or not being in respect of such Products and as having been assessed by the State in this regard.
- 95.6 The State undertakes to supply to the Commonwealth on request information, including as to areas protected by prescription, required by the Commonwealth for the purposes of considering claims under this clause.
- 95.7 To the extent that clause 95.2 (b) relates to loss or damage in respect of an exploration licence or a retention licence, that clause is to be read as providing for compensation to be payable only:
- (a) in respect of the part of the area to which that licence relates that is affected by the Commonwealth Action; and
  - (b) up to the loss in market value of that licence resulting from the prevention of the Mining Operations
- 95.8 Any claim made by the State hereunder is to be notified in writing within 6 months after the loss or damage is sustained.
- 95.9 For the purposes of clause 95.1(i), the intention to conduct Forestry Operations is to be established on the basis of contracts, documentation of management history or other records establishing clear intent and in existence immediately prior to the announcement of the proposed Commonwealth Action.
- 95.10 For the purposes of clause 95.1(j), the purpose for which there was an intention to sell or use commercially is to be established on the basis of contracts, documentation of management history or other records establishing clear intent and in existence immediately prior to the announcement of the proposed Commonwealth Action.
- 95.11 No compensation is payable under clause 95.2 in relation to any loss or damage which the person who sustained the loss or damage might have avoided by taking reasonable steps in mitigation

including by the making of alternative contractual arrangements which would have avoided or reduced that loss or damage.

95.12 Clause 95.2 does not apply so as to entitle the State to recover compensation more than once in respect of the same loss or damage.

95.13 The initial procedure in relation to a claim for compensation under this clause is as follows:

- (a) A person who claims to have sustained loss or damage for which compensation is payable may lodge an initiating claim with the State.
- (b) On receiving a claim, the State must make a corresponding claim for compensation to the Commonwealth.
- (c) The State is to make the claim for compensation by a notice in writing to the Commonwealth which indicates the amount claimed, for whom the claim is made, the area to which it relates and gives detailed particulars of the basis for the claim, and of the manner in which it has been calculated.
- (d) Where there is a dispute concerning a claim for compensation, or on or before the expiry of thirty days after the receipt of a claim, the Commonwealth notifies the State that it does not accept the amount claimed then either Party may serve a notice of dispute under clause 11.
- (e) In the event that the amount of compensation payable in response to a claim has not been agreed in the dispute resolution process for which clauses 11 to 15 provide, or the Commonwealth fails to pay the agreed amount of compensation to the State within 60 days of agreement (for reasons other than lack of the necessary appropriation), the Parties hereby refer the claim to arbitration.
- (f) An arbitration under this Agreement is to be conducted in accordance with the provisions of the *Commercial Arbitration Act 1986* (Tas) which are, to the extent permitted by the *Judiciary Act 1903* (Cwth) and the Commonwealth Constitution, incorporated by reference into this Agreement.

95.14 The procedures in relation to any arbitration required by reason of the provisions of clause 95.13 is as follows:

- (a) The Parties must meet to appoint an arbitrator within 7 days of an unsuccessful mediation.
- (b) If the Parties are unable to agree on the appointment of an arbitrator, either of them may refer the matter to the President of the Law Council of Australia, or equivalent officer of such body as in future may have the functions of the Law Council of Australia, with a request that that person appoint an arbitrator.
- (c) At an arbitration under this clause:
  - (i) the Parties are entitled to representation by a legal practitioner qualified to practice in any State of Australia;
  - (ii) the arbitrator may order the Parties to discover any relevant documents prior to the hearing;
  - (iii) the arbitrator may order the Parties to exchange proofs of evidence of witnesses (whether expert or not) prior to the hearing;

- (iv) the arbitrator may take advice from any other person as to the matters in issue, but if so, the arbitrator must provide the Parties with an opportunity to:
  - (1) make submissions on the matter in which the advice is to be taken;
  - (2) make submissions on the identity of the person from whom the advice is to be taken;
  - (3) make submission on the substance of any advice given before making any decision on the issue on which the advice is taken;
- (v) the arbitrator must conduct the arbitration in accordance with procedural fairness;

95.15 Unless the Commonwealth appeals the decision of the arbitrator, and subject to clause 95.18, the Commonwealth undertakes to pay the State the amount of any award made by an arbitrator under clause 95.14 (including any award of costs, and any interest which the arbitrator may direct to be payable on the award or any award of costs) as a debt due to the State, and to do so within 60 days of the award.

95.16 Except where the State is the person who sustained the relevant loss or damage, any payment of compensation made by the Commonwealth to the State in accordance with this clause will be paid to and received by the State as trustee for the person who sustained the relevant loss or damage.

95.17 Subject to clause 95.18(b), where the State receives monies as a trustee pursuant to clause 95.16, it will pay those monies to the person who sustained the relevant loss or damage within 30 days.

95.18

- (a) Where the Commonwealth has agreed to pay compensation to the State under this clause, or an award of compensation has been made under clause 95.14 as a result of arbitration, and the Commonwealth claims that events have since taken place which have the result that the compensation so agreed or awarded no longer reflects the actual loss or damage that has been or will be sustained, the Commonwealth may by notice in writing to the State, decline to pay that compensation.
- (b) If a notice under paragraph (a) is delivered after the State has received the compensation so agreed or awarded, but before the State has paid it to the person who sustained the relevant loss or damage, the State will not pay the compensation to that person.
- (c) If a notice under paragraph (a) is delivered, the Parties will attempt to agree the amount of the compensation which the Commonwealth should pay, and –
  - (i) in default of agreement, will first seek to resolve the dispute by dispute resolution under clauses 11 to 15; and
  - (ii) in the event that the dispute is not so resolved, or the Commonwealth fails to pay the agreed amount of compensation to the State within 60 days of agreement (for reasons other than lack of the necessary appropriation), hereby refer the claim for compensation to arbitration in accordance with clause 95.13(f).
- (d) Subject to paragraph (e) of this clause, where an arbitration takes place in accordance with sub-paragraph (c)(ii), clauses 95.14 and 95.15 of this Agreement apply to that arbitration and to any amount awarded in that arbitration.
- (e) If, following the observance of paragraph (c) of this clause, it is determined by

agreement or award that the Commonwealth should pay a reduced amount of compensation to the State, the State will within 30 days of that determination –

- (i) repay to the Commonwealth the amount by which the compensation paid to it by the Commonwealth is reduced; and
  - (ii) pay the balance of the compensation to the person who sustained the relevant loss or damage.
- (f) If, following the observance of paragraph (c) of this clause, it is determined by agreement or award that the amount of compensation previously paid to the State is correct the State will within 30 days of that determination pay to the person who sustained the relevant loss or damage the amount of the compensation previously paid to it by the Commonwealth.

95.19 Where the State:

- (a) has received monies as a trustee pursuant to clause 95.16; and
  - (b) has made all reasonable endeavours to pay the monies to the person who sustained the relevant loss or damage; and
  - (c) but has been unable to do so within six months of receiving payment
- the State shall repay to the Commonwealth at the expiry of that period the monies so received.

95.20 In this clause

- (a) **“Action”** means
  - (i) the commencement of legislation or subordinate legislation; and
  - (ii) administrative action which is taken pursuant to legislation or subordinate legislation, or otherwise than in accordance with such legislation.
- (b) **“Owner”** means
  - (i) in relation to land
    - (1) the owner of any estate or interest in that land, including the Crown in right of the State; and
    - (2) any statutory corporation which has the power to carry on Forestry Operations or Mining Operations, as the case may be, on the land for profit.
  - (ii) in relation to Forest Products or Mining Products, as the case may be, the owner of any interest in those products.

## **CLAUSES 96 TO 97 DELETED.**

### **Review of Sustainable High Quality Sawlog Supply Levels**

98. The State agrees to undertake and make publicly available a 5 yearly review of sustainable high quality sawlog supply levels from Public Land to reflect the changes in the forest inventory and management initiatives. The review will coincide with the 5 yearly reviews of this Agreement.

98A. The State will continue to make its methodology of calculating its sustainable yield publicly available.

- 98B. The State will also continue to monitor and publicly report annually on its compliance with the determined sustainable yield.
- 98C. The State confirms that the sustainable yield for the Public Forest Estate will be based on areas available for timber harvesting in accordance with this Agreement and the law of Tasmania.

### **Review of Pricing and Allocation Policies for Commercial Government Owned Forestry Operations**

99. The State agrees to undertake by 30th April 1998 a review on pricing and allocation policies for commercial government owned forestry operations and agrees to make available to the public a report describing the outcomes of the review and agrees to consider these outcomes in the development of its pricing and allocation policy.

### **Financial Assistance**

100. The Commonwealth will, subject to the provisions of the *Natural Heritage Trust of Australia Act 1997*, and the terms and conditions of the Partnership Agreement entered into by it with Tasmania on 7 October 1997 under section 19 of that Act as to the financial assistance provided to the State thereunder, provide \$20 million for actions to implement the 'Program to protect conservation values on private land in support of the CAR Reserve System' described at Attachment 8 of this Agreement. Such payments are to be made on the basis provided for in that Attachment.
101. The Commonwealth will, subject to the terms and conditions under any Commonwealth Act which appropriates money for use by the State for the purposes of this Agreement, provide that money to the State as follows:
- (i) an amount of \$57 million in equal instalments over three years commencing 1997-98 for the implementation of new intensive forest management initiatives;
  - (ii) an amount of \$13 million in equal instalments over three years commencing 1997-98 for the implementation of employment and industry development initiatives specified in Attachment 12;
  - (iii) an amount of \$10 million in equal instalments over three years commencing 1997-98 for infrastructure development projects as specified in Attachment 12, being
    - roading to increase productivity (\$6 million),
    - tourism infrastructure (\$3 million) and
    - new reserve management (\$1 million); and
  - (iv) a further amount of \$10 million in equal instalments over 2 years commencing 1997- 98 for actions to implement the 'Program to protect conservation values on private land in support of the CAR Reserve System' described at Attachment 8 of this Agreement.

### **Termination**

102. This Agreement may only be terminated by the Commonwealth:
- a) where the dispute resolution procedures in clauses 11 to 15 have been observed and the State has been given a 90 day period of notice on:

**CLAUSE (i) DELETED.**

- (ii) a failure by the State to comply with clause 24(a), being a failure to conserve the areas in the CAR Reserve system identified in Attachment 6 (other than Commonwealth owned or leased land), other than a failure of a minor nature which is not one or a part of a series of deliberate or reckless failures of a minor nature; or

**CLAUSE (iii) DELETED.**

- (iv) a failure by the State to observe the terms and conditions referred to in clause 100 or 101 or a failure to use the money referred to in clause 100 or 101 for the purpose for which it is appropriated; or
- (v) a failure by the State to comply with clauses 60, 64, other than a failure of a minor nature which is not one or a part of a series of deliberate or reckless failures of a minor nature

save that the above provisions do not apply if rectification is possible and has occurred before the end of the 90 day period; or

- b) on a fundamental failure by the State to comply with the spirit of the Agreement after the observance of the dispute resolution procedures in clauses 11 to 15.

103. The Agreement may only be terminated by the State

- a) where the dispute resolution procedures in clauses 11 to 15 have been observed and the Commonwealth has been given a 90 day period of notice on:
  - i) a breach by the Commonwealth of clauses 100 and 101, being a failure to pay financial assistance in accordance with those clauses, or
  - ii) a breach by the Commonwealth of clause 95, being a failure to pay compensation due under that clause, or
  - iii) a failure by the Commonwealth to comply with clause 22 or 23 being a failure to introduce into the Commonwealth Parliament the legislation referred to in clause 23 in accordance with that clause, or a failure to use its best endeavours to secure the enactment of that legislation;

save that the above provisions do not apply if rectification is possible and has occurred before the end of the 90 day period; or

- b) on a fundamental failure by the Commonwealth to comply with the spirit of the Agreement after the observance of the dispute resolution procedures in clauses 11 to 15.

104. This Agreement may be terminated with the consent of the Commonwealth and the State.

**Notice of intention to review before termination by consent**

105.

105.1. A consent under clause 104 is of no effect, unless:

- (a) it is given at least 12 months after a notice of intention to review the operation of this Agreement is published in the Commonwealth *Gazette* and a national newspaper and a newspaper circulating in Tasmania stating that a joint review is being undertaken by the Parties because they intend to terminate the Agreement by consent; and

(b) the Parties have conducted the joint review.

- 105.2. The joint review must consider whether the operation of the Agreement has met the goals set out in Recitals A and B.
- 105.3. Within 8 months after the notice of intention to review is published under this clause, and after considering any submissions to the joint review, the Parties must make a report of the review publicly available.
- 105.4. If, under clause 9B, a 5 yearly review is to be conducted during the 12 month period after a notice of intention to review is published under this clause, and the joint review is conducted under this clause, the Parties may agree that the review under clause 9B need not be undertaken.



**ATTACHMENTS 1, 2 AND 3 DELETED**

## **Attachment 4**

### **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 of soil and water resources
- 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

**ATTACHMENT 5 DELETED**

## Attachment 6

### The Comprehensive, Adequate and Representative Reserve System on Public Land

1. Upon the establishment of the Agreement in 1997, the CAR Reserve System on Public Land comprised both existing and new agreed reserves as shown on Map 1. The areas of the CAR Reserve System on Public Land comprises the reserves (other than the reserves on private land) illustrated from time to time by the Tasmanian Reserve Estate spatial layer available at [www.dpipwe.tas.gov.au](http://www.dpipwe.tas.gov.au).

The reserve estate includes the following elements:

- **Formal Reserves.** Reserves equivalent to IUCN Protected Area Management Categories I, II, III, IV, or VI as defined by the IUCN Commission for National Parks and Protected Areas (1994). Reserves equivalent to Categories I, II, III or IV are defined as Dedicated Reserves. The status of Formal Reserves is secure, requiring action by the Tasmanian Parliament for dedication or revocation.
  - **Informal Reserves.** Reserves, on Public Land comprising an area identified as a Protection Zone under the Management Decision Classification System or other administrative reserve on Public Land which is managed to protect CAR values.
  - **Values managed by prescription.** These include those areas protected by management prescription under the Forest Practices Code or in Forest Management Plans.
2. Following implementation of the Agreement in 1997, the CAR reserve system on Public Land, not including values managed by prescription, totalled 2,700,000 ha, comprising 2,304,000 ha of existing reserves and 396,000 ha of additional reserves. The reservation levels achieved at that time in the CAR Reserve System on Public Land for Forest Communities and Old Growth communities are detailed in Table 1. These do not include values reserved by prescription.
  3. The term Formal Reserve is used in Tasmania to include the following classes of reserve listed in Schedule 1 of the *Nature Conservation Act 2002* (Tas):

#### Dedicated Reserves

- national park
- state reserve
- game reserve
- nature reserve
- historic site

**Table 1 Reservation levels of Forest Communities in the CAR Reserve System on Public Land following implementation of the Agreement (November 1997)**

Forest Community	Forest Community Present area	Forest Community Existing reservation	Forest Community Additional reservation	Forest Community % reservation	Old Growth Present area	Old Growth Existing reservation	Old Growth Additional reservation	Old Growth % reservation
Coastal <i>E. amygdalina</i> dry sclerophyll forest	190 210	32 510	26940	31	40 080	12 610	11690	60
<i>E. amygdalina</i> forest on dolerite	178 300	13 640	14430	16	30 490	5 790	9400	50
Inland <i>E. amygdalina</i> forest	25 800	1 400	670	8	2 860	140	30	6
<i>E. amygdalina</i> forest on sandstone	30 110	1 810	3840	19	6 600	700	1460	33
<i>Allocasuarina verticillata</i> forest	1 430	530	80	43	970	440	70	53
<i>E. brookeriana</i> wet forest	4 560	270	750	22	690	40	20	8
<i>Acacia melanoxylon</i> forest on flats	9 010	970	1320	25	-	-	-	-
<i>Acacia melanoxylon</i> forest on rises	13 310	1 320	2410	28	-	-	-	-
<i>Banksia serrata</i> woodland	160	120	0	75	160	120	0	75
<i>E. coccifera</i> dry forest	54 540	37 690	3330	75	32 630	25 690	2240	86
<i>Callitris rhomboidea</i> forest	790	260	110	47	600	230	100	54
Dry <i>E. delegatensis</i> forest	289 530	74 800	16200	31	79 820	40 100	8080	60
<i>E. viminalis</i> / <i>E. ovata</i> / <i>E. amygdalina</i> / <i>E. obliqua</i> damp sclerophyll forest	40 630	6 510	5290	29	2 500	670	1110	71
Tall <i>E. delegatensis</i> forest	285 720	75 080	11700	30	104 420	50 880	7100	56
King Billy Pine with deciduous beech forest	790	630	140	97	370	340	2	92
<i>E. viminalis</i> and/or <i>E. globulus</i> coastal shrubby forest	1 220	280	0	23	870	130	0	15
Grassy <i>E. globulus</i> forest	14 450	4 230	2100	44	4 910	2 720	1280	81
Huon Pine forest	8 600	6 720	680	86	7 570	6 650	630	96
King Island <i>E. globulus</i> / <i>E. brookeriana</i> / <i>E. viminalis</i> forest	2 420	130	480	25	-	-	-	-
<i>Leptospermum</i> sp. / <i>Melaleuca squarrosa</i> swamp forest	18 950	8 590	1480	53	9 960	7 620	700	84
Callidendrous and thamnic rainforest on fertile sites	192 010	86 580	15950	53	159 650	79 280	14590	59
Thamnic rainforest on less fertile sites	377 870	231 610	47770	74	335 800	223 290	42130	79
<i>Melaleuca ericifolia</i> forest	600	220	0	37	310	30	0	10
<i>E. morrisbyi</i> forest	20	0	0	0	-	-	-	-
Dry <i>E. nitida</i> forest	159 850	120 850	16140	86	107 370	85 460	10060	89
Furneaux <i>E. nitida</i> forest	29 810	5 550	680	21	-	-	-	-
<i>Notelaea ligustrina</i> / <i>Pomaderris apetala</i> forest	290	190	3	66	270	190	3	72
Tall <i>E. nitida</i> forest	74 410	64 090	2910	90	49 600	45 290	1860	95
Dry <i>E. obliqua</i> forest	164 140	36 910	13910	31	46 960	19 110	8480	59
Tall <i>E. obliqua</i> forest	425 700	76 060	31460	25	83 490	28 920	16050	54

Forest Community	Forest Community Present area	Forest Community Existing reservation	Forest Community Additional reservation	Forest Community % reservation	Old Growth Present area	Old Growth Existing reservation	Old Growth Additional reservation	Old Growth % reservation
Shrubby <i>E. ovata</i> forest	7 210	270	70	5	470	110	40	32
<i>E. pulchella</i> / <i>E. globulus</i> / <i>E. viminalis</i> grassy shrubby dry sclerophyll forest	151 310	13 960	21570	24	63 840	9 140	17540	42
Pencil Pine with deciduous beech forest	190	190	0	100	170	170	0	100
<i>E. pauciflora</i> forest on Jurassic dolerite	18 810	2 350	1380	20	1 870	910	370	68
Pencil Pine forest	330	330	0	100	330	330	0	100
<i>E. pauciflora</i> forest on sediments	16 200	3 910	690	28	4 300	2 720	50	64
<i>E. regnans</i> forest	76 050	13 390	2840	21	13 290	4 900	1420	48
<i>E. risdoni</i> forest	370	170	0	46	10	0	0	0
<i>E. rodwayi</i> forest	8 670	280	150	5	730	120	20	20
<i>E. sieberi</i> forest on granite	17 660	2 190	2890	29	960	180	610	82
Silver wattle ( <i>Acacia dealbata</i> ) forest	54 090	9 740	2690	23	-	-	-	-
<i>E. sieberi</i> forest on other substrates	46 000	6 250	4800	24	1 660	320	470	48
<i>E. subcrenulata</i> forest	10 240	8 510	90	84	7 420	6 500	60	88
<i>E. tenuiramis</i> forest on granite	3 020	1 320	1440	91	2 900	1 280	1390	92
<i>E. tenuiramis</i> forest on dolerite	8 430	3 570	2350	70	5 490	2 190	2280	81
Inland <i>E. tenuiramis</i> forest	55 010	3 260	3880	13	7 970	820	720	19
<i>E. viminalis</i> grassy forest	113 310	1 450	1620	3	8 490	530	230	9
Furneaux <i>E. viminalis</i> forest	140	0	120	83	-	-	-	-
Wet <i>E. viminalis</i> forest on basalt	4 180	320	240	14	140	60	40	71
King Billy Pine forest	18 090	14 700	360	83	17 300	15 290	300	90

Notes 1. Figures rounded to the nearest 10 ha, and percentage point.

2. Does not include communities protected by prescription. See Section 3, Attachment 6.

## **Other Formal Reserves**

- conservation area
- nature recreation area
- managed natural area/regional reserve

### **ITEMS 4 AND 5 DELETED.**

6. The Parties agree that existing facilities, access roads and tracks within the CAR Reserve System can continue to be maintained, used and upgraded wherever necessary for reserve management or where appropriate, for access to adjoining lands. Some new roads may be required to be constructed through some reserves to access adjoining lands. These new roads can be constructed taking into account the CAR values of the reserve and any relevant legislative or management requirements and codes of practice.

### **ITEMS 7 TO 17 DELETED.**

## **2. Informal Reserves**

### **2.1 Public Land areas**

18. Any changes made to informal reserve boundaries will be in accordance with clause 50A of the Agreement.

### **2.2 Commonwealth land**

19. The Commonwealth agrees to manage those areas of Commonwealth leased or owned land identified as Informal Reserves for the protection of identified CAR values, on the following conditions:

- Condition 1. That the reserve boundaries encompass only those areas that actually contain the CAR values.
- Condition 2. That the reserves do not exclude Defence activities that would not compromise the long-term survival of the CAR values.
- Condition 3. That the establishment of the reserves are based on the development of Defence management arrangements (ie Defence Environmental Management Plans) rather than any modification to existing tenures which may be detrimental to Defence's usage of the training areas.
- Condition 4. That Defence is the sole approving agency for the Defence Environmental Management Plans that prescribe the management regime for the reserves. Defence will consult with relevant experts, State and Commonwealth agencies on the appropriateness of the management regimes.
- Condition 5. Defence will make environmental management plans for the Buckland and Stony Head Training Areas available to State and Local authorities and will cooperate with those authorities to make changes if they are required to protect CAR Values.

- Condition 6. Defence will be provided advance notification of any proposed changes to reserve boundaries on Defence land and will be given 40 days to provide a submission on the feasibility of changes with respect to Defence use of the area.
- Condition 7. The reserve boundaries will delineate the actual CAR values. Defence will establish operational and environmental management buffer zones around the reserves based on particular land use activities that may occur adjacent to the reserves. The buffer zones will be identified in the Defence Environmental Management Plans. The buffer zones will be designed to permit appropriate levels of wildlife and conservation connectivity between isolated stands of the CAR identified forest areas.

**ITEM 20 DELETED.**

**3. Forest Communities managed by prescription**

21. The following Forest Communities, where they occur outside existing and new Formal and Informal Reserves, will be protected on Public Land wherever prudent and feasible, to protect those values at a regional level:

*E. risdonii* forest

Shrubby *E. ovata* forest

*E. viminalis* wet forest on basalt

*Notelaea ligustrina* / *Pomaderris apetela* forest

*Banksia serrata* woodland

Furneaux *E. viminalis* forest

inland *E. amygdalina* forest

grassy *E. globulus* forest

grassy *E. viminalis* forest

*E. viminalis* / *E. globulus* coastal forest

*E. tenuiramis* inland forest

*E. rodwayi* forest

*E. brookeriana* wet forest

King Island *E. globulus* / *E. brookeriana* / *E. viminalis* forest

*Callitris rhomboidea* forest

*Melaleuca ericifolia* coastal swamp forest

old growth *E. pauciflora* forest on dolerite

old growth *E. sieberi* forest on granite

old growth *E. sieberi* forest on other substrates

old growth *E. viminalis* / *E. ovata* / *E. amygdalina* / *E. obliqua* damp sclerophyll forest

**ITEMS 22 TO 24 DELETED.**



## Attachment 7

### Purposes and Objectives of Reserve Categories under Tasmania's revised Public Land Classification System

The following tables describe the purposes and objectives of reserve categories at the time of the establishment of the Agreement. The State's obligations in relation to the relevant statutory values and purposes of reservation are now set out in Schedule 1 of the *Nature Conservation Act 2002* (Tas), and the management objectives are set out in Schedule 1 of the *National Parks and Reserve Management Act 2002* (Tas).

Category Name	Purposes	Objectives
<p><b>Nature Reserve</b></p> <p>This category is the same as the current category of Nature Reserve under the <i>National Parks and Wildlife Act 1970</i> (Tas)</p>	<ul style="list-style-type: none"> <li>• an area of land which contains features that contribute to biological diversity and/or geodiversity and are unique, important or have representative value; and</li> <li>• which should be managed primarily for the preservation of these features</li> </ul>	<ul style="list-style-type: none"> <li>• to conserve biological diversity;</li> <li>• to conserve geodiversity;</li> <li>• to preserve the quality of water and protection of catchments;</li> <li>• to preserve sites or areas of cultural significance;</li> <li>• to encourage education based on the reserve's purpose and significance;</li> <li>• to encourage research, particularly that which furthers the purpose of reservation;</li> <li>• to protect the reserve against, and rehabilitate the reserve following adverse impacts of fire, introduced species, diseases and soil erosion on the reserve's natural and cultural values and on assets within and adjacent to the reserve;</li> <li>• to encourage cooperative management programs with Aboriginal people in areas of significance to them in a manner consistent with the reserve's purpose and other reserve management objectives.</li> </ul>

Category Name	Purposes	Objectives
<p><b>National Park</b></p> <p>This category is the same as the current category of National Park under the <i>National Parks and Wildlife Act 1970 (Tas)</i></p>	<ul style="list-style-type: none"> <li>• a large, natural area of surface and/or subterranean land containing a representative or outstanding sample of major natural regions, features or scenery; and</li> <li>• which should be managed for the protection and maintenance of natural and cultural values with the provision for ecologically sustainable recreation consistent with the conservation of the area's values</li> </ul>	<ul style="list-style-type: none"> <li>• to conserve biological diversity;</li> <li>• to conserve geodiversity;</li> <li>• to preserve the quality of water and protection of catchments;</li> <li>• to preserve sites or areas of cultural significance;</li> <li>• to encourage education based on the reserve's purpose and significance;</li> <li>• to encourage research, particularly that which furthers the purpose of reservation;</li> <li>• to protect the reserve against, and rehabilitate the reserve following adverse impacts of fire, introduced species, diseases and soil erosion on the reserve's natural and cultural values and on assets within and adjacent to the reserve;</li> <li>• to encourage appropriate tourism, recreational use and enjoyment;</li> <li>• to encourage cooperative management programs with Aboriginal people in areas of significance to them in a manner consistent with the reserve's purpose and other reserve management objectives;</li> <li>• to preserve the natural, primitive and remote character of wilderness areas.</li> </ul>

Category Name	Purposes	Objectives
<p><b>State Reserve</b></p> <p>This category is the same as the current category of State Reserve under the <i>National Parks and Wildlife Act 1970 (Tas)</i></p>	<ul style="list-style-type: none"> <li>• an area of surface and/or subterranean land containing significant natural landscapes and/or natural features; and</li> <li>• which should be managed for the protection and maintenance of natural and cultural values with the provision for ecologically sustainable recreation consistent with the conservation of the area's values.</li> </ul>	<ul style="list-style-type: none"> <li>• to conserve biological diversity;</li> <li>• to conserve geodiversity;</li> <li>• to preserve the quality of water and protection of catchments;</li> <li>• to preserve sites or areas of cultural significance;</li> <li>• to encourage education based on the reserve's purpose and significance;</li> <li>• to encourage research, particularly that which furthers the purpose of reservation;</li> <li>• to protect the reserve against, and rehabilitate the reserve following adverse impacts of fire, introduced species, diseases and soil erosion on the reserve's natural and cultural values and on assets within and adjacent to the reserve;</li> <li>• to encourage appropriate tourism, recreational use and enjoyment;</li> <li>• to encourage cooperative management programs with Aboriginal people in areas of significance to them in a manner consistent with the reserve's purpose and other reserve management objectives.</li> </ul>

Category Name	Purposes	Objectives
<p><b>Game Reserve</b></p> <p>This category is a merging of the current categories of Game Reserve and Muttonbird Reserve under the <i>National Parks and Wildlife Act 1970 (Tas)</i></p>	<ul style="list-style-type: none"> <li>• an area of land containing natural values which are unique, important or have representative value; and</li> <li>• which should be managed for the protection of these natural values and the sustainable hunting of game species.</li> </ul>	<ul style="list-style-type: none"> <li>• to conserve biological diversity;</li> <li>• to conserve geodiversity;</li> <li>• to provide for the taking, on an ecologically sustainable basis, of designated game species for commercial and private purposes;</li> <li>• to preserve the quality of water and protection of catchments;</li> <li>• to preserve sites or areas of cultural significance;</li> <li>• to encourage education based on the reserve's purpose and significance;</li> <li>• to encourage research, particularly that which furthers the purpose of reservation;</li> <li>• to protect the reserve against, and rehabilitate the reserve following adverse impacts of fire, introduced species, diseases and soil erosion on the reserve's natural and cultural values and on assets within and adjacent to the reserve;</li> <li>• to encourage appropriate tourism, recreational use and enjoyment;</li> <li>• to encourage cooperative management programs with Aboriginal people in areas of significance to them in a manner consistent with the reserve's purpose and other reserve management objectives.</li> </ul>

Category Name	Purposes	Objectives
<p><b>Conservation Area</b></p> <p>This category is similar to existing categories under the <i>National Parks and Wildlife Act 1970 (Tas)</i>, but is now a “stand alone” category. It will also include various elements of protected areas and coastal reserves under the <i>Crown Lands Act 1976 (Tas)</i>. It will also include wildlife sanctuaries.</p>	<ul style="list-style-type: none"> <li>• an area of land predominantly in a natural state; and</li> <li>• which should be managed for the protection and maintenance of natural and cultural values and the sustainable use of the area’s natural resources</li> </ul>	<ul style="list-style-type: none"> <li>• to conserve biological diversity;</li> <li>• to conserve geodiversity;</li> <li>• to preserve the quality of water and protection of catchments;</li> <li>• to preserve sites or areas of cultural significance;</li> <li>• to encourage education based on the reserve’s purpose and significance;</li> <li>• to encourage research, particularly that which furthers the purpose of reservation;</li> <li>• to protect the reserve against, and rehabilitate the reserve following adverse impacts of fire, introduced species, diseases and soil erosion on the reserve’s natural and cultural values and on assets within and adjacent to the reserve;</li> <li>• to encourage appropriate tourism, recreational use and enjoyment (including private uses)</li> <li>• to encourage cooperative management programs with Aboriginal people in areas of significance to them in a manner consistent with the reserve’s purpose and other reserve management objectives;</li> <li>• to provide for the taking, on an ecologically sustainable basis, of designated game species for commercial and private purposes;</li> <li>• to provide for the controlled use of natural resources, including as an adjunct to utilisation of marine resources</li> <li>• to provide for exploration activities and utilisation of mineral resources;</li> <li>• to provide for other commercial or industrial uses of coastal areas.</li> </ul>

Category Name	Purposes	Objectives
<p><b>Nature Recreation Area</b></p> <p>This category is a new category that replaces the existing State Recreation Areas under the <i>Crown Lands Act 1976 (Tas)</i></p>	<ul style="list-style-type: none"> <li>• an area of land predominantly in a natural state or containing sensitive natural sites; and</li> <li>• which should be managed for public recreation and education in a manner that ensures the protection of natural and cultural values</li> </ul>	<ul style="list-style-type: none"> <li>• to conserve biological diversity;</li> <li>• to conserve geodiversity;</li> <li>• to preserve the quality of water and protection of catchments;</li> <li>• to encourage appropriate tourism, recreational use and enjoyment;</li> <li>• to preserve sites or areas of cultural significance;</li> <li>• to encourage education based on the reserve's purpose and significance;</li> <li>• to encourage research, particularly that which furthers the purpose of reservation;</li> <li>• to protect the reserve against, and rehabilitate the reserve following adverse impacts of fire, introduced species, diseases and soil erosion on the reserve's natural and cultural values and on assets within and adjacent to the reserve;</li> <li>• to encourage cooperative management programs with Aboriginal people in areas of significance to them in a manner consistent with the reserve's purpose and other reserve management objectives;</li> <li>• to provide for exploration activities and utilisation of mineral resources.</li> </ul>

Category Name	Purposes	Objectives
<p><b>Historic Site</b></p> <p>This category is the same as the current Historic Site category under the <i>National Parks and Wildlife Act 1970 (Tas)</i></p>	<ul style="list-style-type: none"> <li>• an area of land of significance for non-Aboriginal cultural heritage; and</li> <li>• which should be managed for the conservation of historic features and presentation of those features for public appreciation and education</li> </ul>	<ul style="list-style-type: none"> <li>• to preserve sites or areas of cultural significance;</li> <li>• to conserve biological diversity;</li> <li>• to conserve geodiversity;</li> <li>• to preserve the quality of water and protection of catchments;</li> <li>• to encourage education based on the reserve's purpose and significance;</li> <li>• to encourage research, particularly that which furthers the purpose of reservation;</li> <li>• to protect the reserve against, and rehabilitate the reserve following adverse impacts of fire, introduced species, diseases and soil erosion on the reserve's natural and cultural values and on assets within and adjacent to the reserve;</li> <li>• to encourage appropriate tourism, recreational use and enjoyment;</li> <li>• to encourage cooperative management programs with Aboriginal people in areas of significance to them in a manner consistent with the reserve's purpose and other reserve management objectives.</li> </ul>

Category Name	Purposes	Objectives
<p><b>Public Reserve</b></p> <p>This category is a new category which will cover miscellaneous reserves under the <i>Crown Lands Act 1976 (Tas)</i>.</p>	<ul style="list-style-type: none"> <li>• an area of Crown land which should be managed for one or more specified community purposes</li> </ul>	<p>Any of the following objectives, to the extent that they are consistent with the community purposes for which the area was reserved:-</p> <ul style="list-style-type: none"> <li>• to conserve biological diversity;</li> <li>• to conserve geodiversity;</li> <li>• to preserve the quality of water and protection of catchments;</li> <li>• to preserve sites or areas of cultural significance;</li> <li>• to encourage education based on the reserve's purpose and significance; to encourage research, particularly that which furthers the purpose of reservation;</li> <li>• to protect the reserve against, and rehabilitate the reserve following adverse impacts of fire, introduced species, diseases and soil erosion on the reserve's natural and cultural values and on assets within and adjacent to the reserve;</li> <li>• to encourage appropriate tourism, recreational use and enjoyment;</li> <li>• to encourage cooperative management programs with Aboriginal people in areas of significance to them in a manner consistent with the reserve's purpose and other reserve management objectives;</li> <li>• to provide for the taking, on an ecologically sustainable basis, of designated game species for commercial and private purposes;</li> <li>• to provide for the controlled use of natural resources;</li> <li>• to provide for exploration activities and utilisation of mineral resources</li> <li>• to allow for private, commercial or industrial uses.</li> </ul>



Category Name	Purposes	Objectives
<p><b>Managed Natural Area / Regional Reserve</b></p> <p>This category is a new category which will cover unallocated Crown lands in Tasmania which exist as single parcels of natural vegetation of 500 hectares or greater and may be subject to a Strategic Prospectivity Zone.</p> <p>This category does not cover all areas which are currently classified as “unallocated Crown land”</p>	<ul style="list-style-type: none"> <li>• an area of land with high mineral potential or prospectivity which is predominantly in a natural state; and</li> <li>• which should be managed for mineral exploration and development of mineral deposits and small scale use of other natural resources while providing, at the same time, for the protection and maintenance of natural and cultural values</li> </ul>	<ul style="list-style-type: none"> <li>• to provide for exploration activities and utilisation of mineral resources;</li> <li>• to provide for the controlled use of natural resources;</li> <li>• to encourage appropriate tourism, recreational use and enjoyment;</li> <li>• to conserve biological diversity;</li> <li>• to conserve geodiversity;</li> <li>• to preserve the quality of water and protection of catchments;</li> <li>• to preserve sites or areas of cultural significance;</li> <li>• to encourage education based on the reserve’s purpose and significance;</li> <li>• to encourage research, particularly that which furthers the purpose of reservation;</li> <li>• to protect the reserve against, and rehabilitate the reserve following adverse impacts of fire, introduced species, diseases and soil erosion on the reserve’s natural and cultural values and on assets within and adjacent to the reserve;</li> <li>• to encourage cooperative management programs with Aboriginal people in areas of significance to them in a manner consistent with the reserve’s purpose and other reserve management objectives;</li> <li>• to provide for the taking, on an ecologically sustainable basis, of designated game species for commercial and private purposes.</li> </ul>

Category Name	Purposes	Objectives
<p><b>Forest Reserve</b></p> <p>Land adjoining State Forest which is managed primarily for one or more of the following purposes:-</p> <p>This category is the same as Forest Reserve under the <i>Forestry Act 1920 (Tas)</i>, but as a “stand alone” category.</p>	<ul style="list-style-type: none"> <li>• public recreational use;</li> <li>• the preservation or protection of features of the land of aesthetic, scientific or other value;</li> <li>• the preservation or protection of a species of flora or fauna.</li> </ul>	<ul style="list-style-type: none"> <li>• to conserve biological diversity;</li> <li>• to conserve geodiversity;</li> <li>• to preserve the quality of water and protection of catchments;</li> <li>• to preserve sites or areas of cultural significance;</li> <li>• to encourage education based on the reserve’s purpose and significance;</li> <li>• to encourage research, particularly that which furthers the purpose of reservation;</li> <li>• to protect the reserve against, and rehabilitate the reserve following adverse impacts of fire, introduced species, diseases and soil erosion on the reserve’s natural and cultural values and on assets within and adjacent to the reserve;</li> <li>• to encourage appropriate tourism, recreational use and enjoyment;</li> <li>• to encourage cooperative management programs with Aboriginal people in areas of significance to them in a manner consistent with the reserve’s purpose and other reserve management objectives;</li> <li>• to provide for the controlled use of natural resources;</li> <li>• to provide for exploration activities and utilisation of mineral resources;</li> <li>• to provide for the taking, on an ecologically sustainable basis, of designated game species for commercial and private purposes.</li> </ul>

Category Name	Purposes	Objectives
<p><b>Aboriginal Reserve</b></p> <p>This category is a new category replacing Aboriginal Site under the <i>National Parks and Wildlife Act 1970 (Tas)</i>. It is temporary in nature, pending the review of the <i>Aboriginal Relics Act 1976 (Tas)</i> and its replacement with a new legislative framework.</p>	<ul style="list-style-type: none"> <li>• an area of land which contains sites, objects or places of significance to Aboriginal people; and</li> <li>• which should be managed for the protection and maintenance of those sites, objects or places and/or use by Aboriginal people</li> </ul>	<ul style="list-style-type: none"> <li>• to encourage cooperative management programs with Aboriginal people in areas of significance to them in a manner consistent with the reserve's purpose and other reserve management objectives;</li> <li>• to preserve sites or areas of cultural significance;</li> <li>• to conserve biological diversity;</li> <li>• to conserve geodiversity;</li> <li>• to preserve the quality of water and protection of catchments;</li> <li>• to encourage education based on the reserve's purpose and significance;</li> <li>• to encourage research, particularly that which furthers the purpose of reservation;</li> <li>• to protect the reserve against, and rehabilitate the reserve following adverse impacts of fire, introduced species, diseases and soil erosion on the reserve's natural and cultural values and on assets within and adjacent to the reserve;</li> <li>• to encourage appropriate tourism, recreational use and enjoyment.</li> </ul>

## **Attachment 8**

### **Program to Protect CAR Values on Private Land**

A program to protect CAR Values on Private Land by the voluntary participation of private landowners in the CAR Reserve System will be established based on the following principles.

#### **Principles**

- (i) The program will commence once the prioritisation of CAR values and implementation arrangements are established and will continue for an agreed period. Any extension to this would require the agreement of the Parties.
- (ii) Participation in the program by private landholders will be voluntary and no non voluntary instruments will be used to achieve protection of CAR values on Private Land without proper compensation being paid.
- (iii) The program will seek to maximise agreed CAR values on Private Lands in a cost effective manner.
- (iv) The CAR values will, wherever possible, be secured in perpetuity.
- (v) Implementation of the program will be the responsibility of the State, in accordance with paragraphs 9 to 22 below.
- (vi) CAR values identified on Private Land as suitable for inclusion in the CAR Reserve System may be incorporated through a variety of approaches, including stewardship agreements and voluntary sale.
- (vii) Valuations will be conducted by a registered valuer.
- (viii) Private landowners will be afforded the opportunity of playing an active role in the formulation of management plans.

#### **Strategic Plan and the Identification of Priorities**

1. A strategic plan (“the plan”) for implementing the program will be prepared by the Department of Environment and Land Management (“DELM”) with advice from the Scientific Advisory Group referred to below. The strategic plan will be submitted to the Parties for joint approval following its consideration by the Advisory Committee also referred to below.
2. The plan will be developed as soon as possible but no later than 3 months from the commencement of this Agreement. The plan will identify priorities in relation to the protection of CAR values. Those priorities will be based on protecting the values identified during the Comprehensive Regional Assessment (CRA) process in accordance with the JANIS Reserve Criteria.
3. In the context of (2) above, priority attention will be given to protecting rare, vulnerable and endangered vegetation communities, rare and depleted old growth

forests and the Priority Species identified in Attachment 2. Attention will also be given to protecting National Estate values on Private Land.

4. The implementation of the strategic plan will source, in part, funds from the National Heritage Trust of Australia Reserve as established under the Natural Heritage Trust of Australia Act 1997 (Cwth). The strategic plan will therefore be framed consistent with the purposes of the Reserve under the Act and the NHT Partnership Agreement including the objectives and outcomes of relevant NHT programs under that Agreement. Subject to the agreement by the Parties, the strategic plan will formally be made an attachment to the Partnership Agreement.
5. The plan will also identify:
  - required objectives;
  - mechanisms for creating landowner awareness;
  - priority setting including timelines; and
  - implementation review and monitoring arrangements.

### **Advisory Committee**

6. The Parties will establish an Advisory Committee (“the Committee”) which shall include representatives nominated by DELM, Private Forests Tasmania (“PFT”), the Forest Practices Board (“FPB”), the Tasmanian Farmers and Graziers Association (“TFGA”) and the Tasmanian Conservation Trust (“TCT”). The Committee shall include a representative of each of the Parties and shall be chaired by the representative of the DELM.
7. In addition to providing advice to the Parties on the strategic plan, the Committee will, on an ongoing basis, monitor the program and, where appropriate, make recommendations designed to improve the delivery and effectiveness of the program.

### **Scientific Advisory Group**

8. DELM will establish a scientific advisory group to advise on formulating the strategic plan and conservation management prescriptions.

### **Implementation**

The organisational structures are given at Figure 1.

9. The program will be administered in accordance with this schedule and the strategic plan agreed between the Parties.
10. Overall responsibility for the administration of the program will reside with the State Minister (“the Minister”) who administers the National Parks and Wildlife Act 1970 (Tas) in consultation with the Minister administering the Private Forests Act 1994 (Tas).
11. DELM will be responsible for day to day management of the program.
12. Funds for the program, when made available to the State, will be placed in a trust account and dispersed in accordance with the mechanisms contained in this schedule

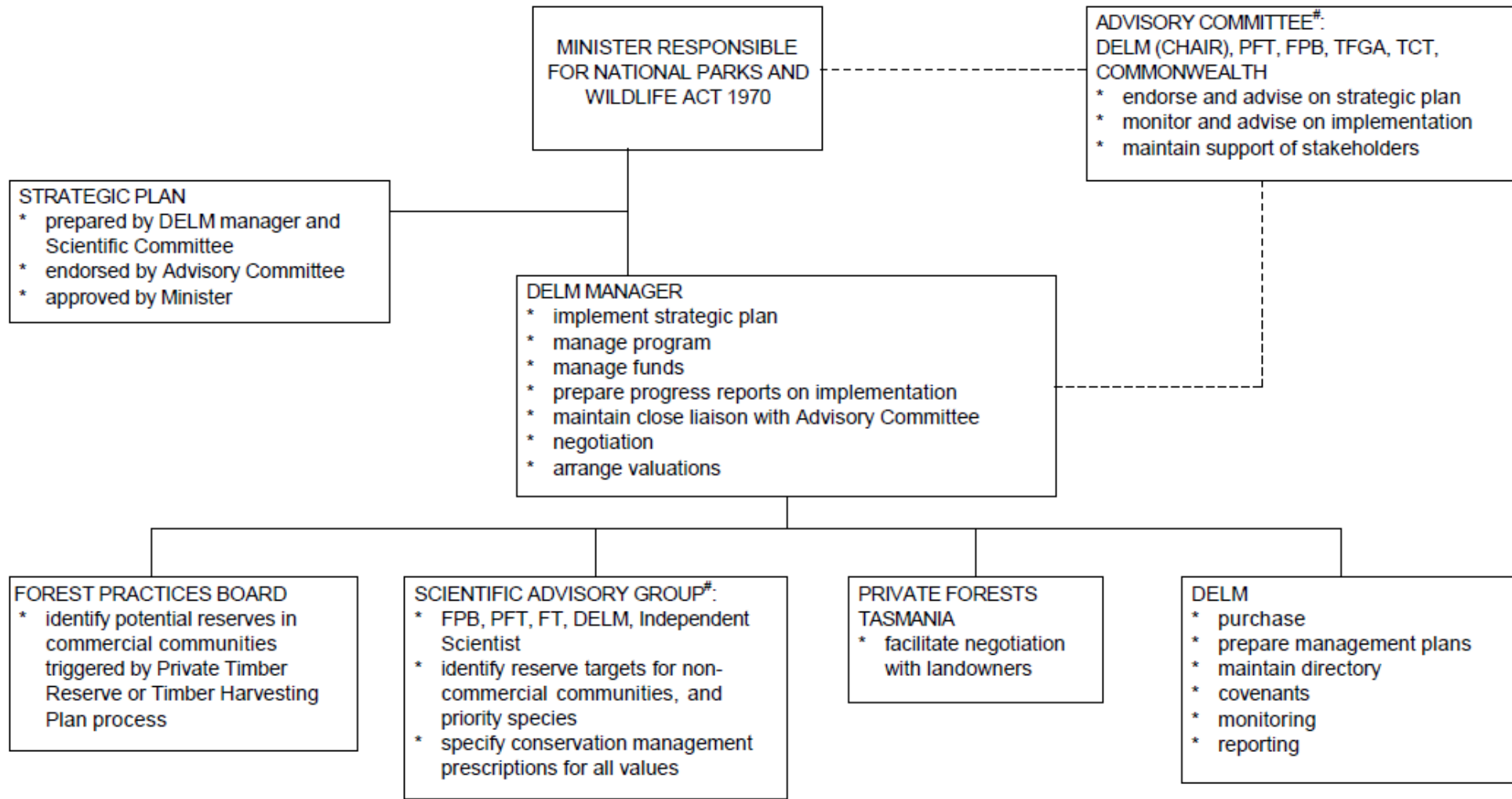
and the strategic plan.

13. Projects for which funding is sought will be submitted by DELM to the Committee for their advice and recommendation on priorities consistent with the strategic plan.
14. Following consideration by the Committee, DELM will submit to the Minister projects for approval and the Committee's advice.
15. Where funds are to be sourced from the Natural Heritage Trust, the Commonwealth Minister will, in accordance with the Natural Heritage Trust of Australia Act 1997 (Cwth), ensure that the appropriate procedures are followed in relation to the relevant proposals, with a view to the approval of disbursement of funds to the Tasmanian trust fund.
16. The identification of potential areas for protection will be through two mechanisms:
  - Direct approach for priorities identified in the strategic plan; and,
  - Timber Harvesting Plans (THP) and Private Timber Reserves processes.
17. Where potential areas for protection are identified through Timber Harvesting Plans and Private Timber Reserve processes decisions will be made in a specified period to ensure the interests of private landowners are not compromised.

## **Resourcing**

18. The Commonwealth will provide funding for the program. Tasmania will contribute to the ongoing administrative costs of the program including monitoring.
19. Under the *Natural Heritage Trust of Australia Act 1997* and through the Natural Heritage Trust Partnership Agreement between the Commonwealth and the State of Tasmania dated 7 October 1997, agreed commitments under that Agreement will be made available to facilitate private landholders of forested land to protect the environment and heritage values of that land in accordance with this Attachment. Funds may also be used to purchase land, with the agreement of the owner.
20. Funding proposals from the Natural Heritage Trust of Australia Reserve will be considered by the Commonwealth Minister or Ministers in accordance with the requirements of the *Natural Heritage Trust of Australia Act 1997* and the processes outlined in the Partnership Agreement including the objectives and outcomes of relevant Natural Heritage Trust programs.
21. Proposals may be submitted quarterly for consideration. Submissions will be made by the relevant Tasmanian Minister direct to the Commonwealth Minister for the Environment outside of the State Assessment Panel process outlined in the Partnership Agreement to maintain confidentiality in recognition of the commercial-in-confidence and privacy issues involved for individual landholders.
22. Each proposal submitted will be assessed by the Commonwealth and where approved, funds will be made available to the Tasmanian lead agency under the conditions of a Financial Agreement as prescribed in the Partnership Agreement and any other condition as agreed between parties.

**FIGURE 1.: Organisation structure for implementation of the Private Land Component of the CAR Reserve System**



# Note: DELM - Department of Environment & Land Management; FPB - Forest Practices Board; FT - Forestry Tasmania; PFT - Private Forests Tasmania; TCT - Tasmanian Conservation Trust; TFGA - Tasmanian

## **Attachment 9**

### **Maintaining a Permanent Forest Estate**

In recognition of the State's undertakings in relation to fulfilling the goals, objectives and implementation of the NFPS the State has developed a policy and arrangements to maintain a permanent Forest Estate on a state-wide basis.

1. The State will maintain an extensive and permanent Native Forest Estate with the objective of increasing the sustainability of the total Forest Estate.
2. The State has developed a policy and complementary statutory arrangements to maintain Native Forest on a state-wide basis, including the cessation of broad scale clearance and conversion of Native Forest, to meet the requirements of the NFPS for the protection of regional conservation values and catchment objectives.

#### **ITEM 3 DELETED.**

4. The State will monitor changes and collate information on the total area of Forest Communities within Tasmania and within each IBRA region. This will include monitoring planned harvest and reforestation activity through the Forest Practices System.
5. The State will conduct a formal review of the area of Forest Communities within Tasmanian and within each IBRA region on a five yearly basis and report on the findings in the 5 yearly review of the Agreement.
6. The State will, in respect of Native Forest, ensure that Tasmania's Forest Management System continues to provide for reforestation, including standards for species selection and stocking to ensure maintenance of a permanent Native Forest Estate.

#### **ITEMS 7 AND 8 DELETED.**

9. The State in pursuing this policy on a state-wide basis will aim to ensure that no further Forest Communities become Listed Species and Communities.
10. Reforestation following harvesting on both Public and Private Land will meet the appropriate stocking standard. Naturally regenerated areas including reseeded areas are to maintain as far as is practicable the Native Forest tree species composition of the area.
11. The State agrees that the policy will be reviewed as part of the 5 yearly review of the Agreement.



## Attachment 10

### Improvements to Tasmania's Forest Management Systems

The improvements to the State's forest management system agreed by the Parties at the time of the establishment of the Agreement are listed below. The State's Forest Management System is now summarised in *Tasmania's Forest Management System: An Overview* (2017) as amended from time to time, and made available on the website of the Department of State Growth.

The State intends to further improve its Forest Management Systems across forest management agencies and land tenures, by:

1. Implementing the State Policy *Setting New Standards for Water Quality*.
2. Developing a State Policy on integrated catchment management.
3. Developing and implementing a Threatened Species Protection Strategy and recognising the role of sub-regional plans where appropriate (by 31 December 1998) and a Tasmanian Biodiversity Strategy (by 31 December 1999).
4. Implementing the *Historic Cultural Heritage Act 1995*.
5. Developing new legislation in relation to Aboriginal cultural heritage to replace the *Aboriginal Relics Act 1975*.
6. Further developing and applying flexible silvicultural systems on Public Land to promote the sustainable production of long-rotation speciality timbers, particularly in the south and north-west sub-regions.
7. Developing and implementing within the first 5 years of this Agreement, state-wide policies across all tenures on fire management, nature based tourism and recreation management, cultural heritage management in Forest lands, and Forest pest and disease management.
8. Ensuring that management plans are implemented for all State Forest and National Parks by the year 2000, and all other reserves within the Formal Reserve element of the CAR Reserve System by the year 2003 or as soon as practicable thereafter. Management plans will include objectives and be periodically reviewed to assess performance against each objective.
9. Implementing as a high priority the mechanisms for improving the transparency and independence of the Forest Practices Board.
10. Continuing to adequately resource the system surrounding the Forest Practices Code (including compliance, implementation, education, training, review, research) and maintaining appropriate contributions by industry to ongoing management costs associated with the Code.
11. Developing and implementing by the year 2000, a code of practice for reserve management to cover all environmental practices, including guidelines concerning erosion risk from roads and tracks within reserves.
12. In relation to the Forest Practices System, including the Forest Practices Code, ensuring that:
  - where the management intention of the Forest or Private Land is to regenerate forest, timber harvesting plans will specify best-practice reforestation standards

and provide for ongoing monitoring; and

- where endangered species have been identified in an area for which timber harvesting plan approval is sought by private landholders, the plan will include conditions which ensure the application of appropriate management prescriptions to those species.

13. Ensuring that management plans for Formal Reserve and Informal Reserve elements of the CAR Reserve System clearly identify the CAR values identified in the CRA and the actions being taken in each reserve to appropriately manage those values.

**ATTACHMENT 11 DELETED**

## **Attachment 12**

### **RFA Forests - Employment and Industries Development Strategy**

1. Both Parties agree to a framework of government actions under the Agreement to facilitate enhanced employment and industry development, based on secure access to Forests.
2. The framework of actions and the agreement for funding includes a series of generic actions, and specific actions for the following four sectors:
  - tourism (especially nature based tourism).
  - wood and wood products.
  - minerals exploration.
  - other industries that depend on access to Forests.

### **Implementation**

3. The parties agree to contribute in appropriate ways to the implementation of the specified actions within this Strategy:
  - The Commonwealth agrees to support the Strategy by providing funding as in clause 101 of the Agreement for a number of specific actions; and
  - The Commonwealth agrees that its contribution to funding for other actions for which it is responsible, or jointly responsible, will be obtained through existing industry development and vocational skills programs. The Commonwealth will encourage Tasmanian applications for assistance under these programs, for actions included in this Strategy.

### **Generic Industries Development Actions**

4. The Parties agree to jointly implement the following generic actions:
  - Microeconomic reforms, including those in the National Competition Policy and reforms for both land and sea transport, aimed at improving the competitiveness of Australian industry.
  - Facilitating production and marketing networks between existing and emerging industry participants, including by:
    - ◆ facilitating access to relevant Commonwealth assistance programs to develop integrated industry structures and strategic partnerships (i.e. networks); and
    - ◆ export facilitation.
  - Continuing to jointly assist in funding, where appropriate, prefeasibility and feasibility studies for Forest based industry projects which have strategic significance and economic potential for the State and the nation.
5. The State agrees to implement the following generic actions:
  - Ensuring the dissemination of market information through key industry groups working with industry to develop voluntary product quality systems (similar to Tasmania's "Quality Wool" program) and, where applicable, to develop packaging and presentation systems similar to those used by Tasmania's manufacturers that compete successfully in national markets.
  - Introducing an integrated development approval system and land leasing system

for Public Land which complements the principles and provisions of the State's planning and environmental legislation.

- Utilising the "one stop shop" strategy for "over the counter" or electronic transactions involving approvals, licensing and payments.
- Examining requirements for basic electricity, water and transport infrastructure in key areas for development to achieve international competitiveness.

### **Generic Employment and Skills Development Actions**

6. Both Parties agree to facilitate the coordination of programs between Government departments, industry and training providers to ensure efficient and effective delivery of training covering the important areas of:
  - business management and planning
  - use of technology in all aspects of industry
  - safety and effective work practices
  - marketing and marketing technology
  - design
7. The State will work with industry to coordinate on-the-job training curricula with the Tasmanian College of Technical and Further Education, the University of Tasmania and other training providers to maximise consistency, efficiency and effectiveness of on-the-job and off-the-job training while minimising the disruption to operations.
8. The Commonwealth will continue to provide advice and assistance through its industry programs to eligible businesses (including Forest based businesses ), in the areas of:
  - research and development
  - commercialisation
  - business and strategic planning (including quality management and benchmarking)
  - business networks
  - business licensing
  - innovation
9. Though the Department of Industry, Science and Technology, the Commonwealth will continue the funding of a dedicated Forest Industries Client Manager to promote the development of Forest based industries in Tasmania. The client manager will establish and maintain contact with all companies in the wood and paper sector, to assist them in identifying and accessing relevant industry development programs.

### **Specific Tourism Industry Development Actions**

10. The Parties will jointly facilitate sustainable tourism development by the following actions:
  - Providing resources to maintain the environment and heritage values of existing and new reserves.
  - Providing resources for the visitor infrastructure and services required by markets in existing and new reserves, including Commonwealth funding under the RFA for the establishment of two new major interpretation facilities at suitable locations.

- Examining opportunities for funding, through the Natural Heritage Trust, projects to implement elements of the Tasmanian Statewide Walking Track Strategy.
  - Providing the opportunity for eligible organisations in Tasmania to apply for grants under Commonwealth government tourism development programs.
11. Tasmania will facilitate tourism industry development through the following marketing actions:
- analysing markets and targeting State campaigns accordingly.
  - identifying the core preferred destinations of the “free independent traveller” and facilitating the provision of appropriate infrastructure and services.
  - encouraging the year round use of Tasmania’s national parks and other reserves through marketing, information and interpretation.
  - introducing a state-wide tourism signs policy in light of the results of the recent Arthur Highway Pilot project.
12. Tasmania will on a continuing basis examine opportunities under Commonwealth programs for research into sustainable tourism.
13. Tasmania will facilitate sustainable tourism resource development by the following actions:
- Detailing priority locations / areas that have significant potential for nature based tourism development.
  - Developing investment briefs for identified sites with potential for major investment in nature based tourism developments, e.g. Freycinet, Cradle Mountain, Mt Wellington and Lake St. Clair.
  - Consulting with the tourism industry, consistent with the Tourism Protocol Agreement for the management of visitor impact.

### **Wood and Wood Products Industry Development Actions**

14. Both Parties agree to implement the national “Plantations for Australia: The 2020 Vision” for expanding plantations in the Tasmanian context.
15. Both Parties will jointly facilitate development of the resource, on which the Forest industries and related employment depends, by the following actions for which specific funding will be provided by the Commonwealth under the Agreement:
- Expanding the level of intensive management of hardwood Forests on Public Land, including:
    - \* pre commercial thinning of very young eucalypt plantations and regrowth Forests;
    - \* commercial thinning of young eucalypt plantations and regrowth Forests;
    - \* establishment of new eucalypt plantations for sawlog production; and
    - \* improved planning to facilitate subsequent thinning in newly regenerated Native Forests.
  - Establishing new special species timber resources (e.g. blackwood plantations and fenced regeneration).
  - Supporting research and development into alternative, chemical-free pest and

weed control systems for intensively managed Forests.

16. The State will facilitate softwood plantation resource development and related employment opportunities by expanding the current rate of softwood plantation establishment.
17. The Commonwealth will provide specific funding under the Agreement for the construction of essential infrastructure to provide more efficient access to Forest resources and to reduce haulage impacts on existing routes, noting that these new roads will also give access for other Forest users and for the general public.
18. The Parties will jointly facilitate wood and wood products industry development and related employment opportunities by the following actions:
  - Continuing to support programs to educate the public on issues of Forest management and on the suitability of wood as an environmentally acceptable raw material for a wide range of uses.
  - Continuing the funding of research, including specific funding under the Agreement, into new processing technologies and market opportunities to assist in the transition from old-growth to regrowth and plantation resources including:
    - ◆ new sawing and seasoning techniques (e.g. pre-drying, solar kilns, thermal vacuum systems);
    - ◆ technologies for manufactured wood products (e.g. panel products, laminated beams, paper); and
    - ◆ commercialisation of new technologies (e.g. kiln drying).
  - Supporting a new emphasis in furniture design and marketing that complements Tasmania's existing success in "one off" design for high value, but focuses on product lines more suited to large scale production for medium to high value markets.
  - Investigating opportunities to improve Forest harvesting technologies by, for example, the design of log trucks.
19. The State will facilitate wood and wood products industry development by the following actions:
  - Supporting the development by industry of comprehensive reports on market trends, commodity and log price information and supply and demand factors facing the timber, pulp and paper, panel and woodchip industries.
  - Amending the terms of reference of the TFFIC to provide advice on:
    - \* a strategic overview of the market for forest products (including specifically export logs) and the preference for maintaining and increasing domestic processing in Tasmania; and,
    - \* the encouragement of the development of downstream processing in Tasmania, such that the preferred market for growers is within the State.
  - Maintaining an Internet site for Tasmanian timber, open to all industry participants to provide a new method of marketing and increasing awareness of

individual products.

- Continuing to support the Tasmanian Wood Design Collection, through sponsorship and other assistance by Forestry Tasmania, through continuing the biennial exhibition and purchase program and through seeking further opportunities to use the collection to advertise Tasmanian wood design nationally and overseas.
20. The Commonwealth will facilitate, through its FISAP program and other programs, industry development for the Private Forests sector by the following actions:
- Assisting in the expansion of private planting including by encouraging partnerships and joint ventures between property owners and investors.
  - Assisting the State in programs aimed at achieving increased numbers of Private Forest owners managing and improving productivity in their forests.
21. The Commonwealth will facilitate through the FISAP and other programs, overall industry development by the following actions:
- Providing assistance for sawmilling industry redevelopments, on a case by case basis. The assistance is designed to help industry adjust to predominantly regrowth and plantation resource supplies while achieving value adding investments, improved productivity and international competitiveness.
  - Encouraging the use of “Crown Cut” regrowth veneer, for construction and renovation projects that involve the Commonwealth, including by promotion: within Commonwealth purchasing agencies; and within design specifications.
  - Advocating the use of wood and wood products sourced from regions covered by RFA’s and from regions where the Commonwealth has removed export controls on wood sourced from plantations, on the basis that they :
    - ◆ are recognised as sustainably managed; and,
    - ◆ will be considered by the Commonwealth to have environmental credentials such that there is no basis for discrimination against such products on the issue of sustainability.
22. The Parties, based on the Agreement, will promote the sustainability of Tasmanian wood products in domestic and international markets.
23. The Commonwealth, as part of the Wood and Paper Industry Strategy and other programs, will facilitate skills development in enterprises and workplaces by:
- Development of programs within the harvesting, sawmilling, and furniture manufacturing sectors as part of the *National Small Business Best Practice Professional Development Program*.
  - Assistance in the form of Network grants for sawmilling and furniture small to medium enterprises in the Commonwealth’s *Technology Support Centre Program* for technology transfer. Grants for sawmilling enterprises would assist in the use of advance timber seasoning concepts, and for furniture manufacturing enterprises, would assist the adoption of intricate and high volume computer controlled processing.
  - Working cooperatively with the relevant agencies to promote and market



*National Vocational Education Training* packages in Tasmanian forestry and ecotourism.

- Encouraging Tasmanian applications for funding under the *Industry Skills Centres Program* in the areas of:
  - ◆ Plantation and intensive Native Forest silviculture;
  - ◆ Sawing and seasoning;
  - ◆ Packaging and consignment for export;
  - ◆ Merchandising and marketing;
  - ◆ Catchment management; and
  - ◆ Ecotourism
- Encouraging the uptake of the Commonwealth's work-based *New Apprenticeships Program*.

24. The Parties will jointly facilitate skills development by:

- Encouraging Australian National Training Authority assistance, through the Forest and Forest Products Education Skills Company and the Tasmanian Forest Industry Training Board, of *Vocational Education and Training in Schools* in the areas of:
  - ◆ Ecotourism;
  - ◆ Information Technology including mapping, communication, engineering and construction; and
  - ◆ Forestry.
- Encouraging the adoption of the Commonwealth's *School - Industry Links Demonstration Program* by local forestry and ecotourism businesses in regional centres in Tasmania.

### **Minerals Industry Development Actions**

25. The Parties will jointly facilitate minerals industry development and related employment by the following actions:

- Implementing the Regional Minerals Program for the Western Tasmanian Minerals Province, to enable development of an optimal development strategy for the minerals industry.
- Actively advocating and supporting the Agreement as providing secure access to those areas having land tenure suitable for minerals exploration and mining.
- Through data acquisition and research, support the development of an improved geoscientific knowledge base at regional and continental scale to promote investment in mineral exploration.

26. The State will provide and maintain relevant databases and search and retrieval systems on line to clients.

### **Actions to develop other industries dependent on access to Forests**

27. Tasmania will facilitate industry development and related employment for wood craft industries dependent on special species timbers by the following actions:

- Assessing the potential for additional areas of State Forest in Tasmania to be managed for the long term production of special species timbers and implementing appropriate zoning and management for those areas that are suitable.
  - Promoting access to unprocessed and semi processed special species timbers and craftwood and by developing new opportunities for the use of species such as silver wattle and white sassafras, noting that these actions are currently addressed through Forestry Tasmania’s business “Island Specialty Timbers”.
  - Supporting the establishment of the “Living Boat Trust” for the registration, preservation and study of Tasmanian’s wooden boats and for the recording of associated history.
  - Assisting in the construction of appropriate mooring facilities adjacent to the Shipwrights’ Point School of Wooden Boat Building.
  - Promoting and fostering the further development of a viable wood design and fine craft industry.
  - Providing seeding funds to boost the marketing role of the Tasmanian Design Development Company, with the following particular emphases:
    - ◆ marketing Tasmanian wood design and fine furniture;
    - ◆ developing potential retail outlets; and
    - ◆ pursuing new markets for corporate crafts through direct representation or establishing a regular presence at fine craft and design fairs throughout Australia.
  - Conducting a study to identify the best potential locations in which to establish “focus areas” for wood design and other fine craft, akin to the Salamanca complex in Hobart, and to foster the establishment of such focus areas in other locations that are shown to be commercially viable.
28. The Commonwealth will assist the State, in:
- Maximising the recovery of special species timbers from Forests managed for these timbers and from all other harvested Forests.
  - Establishing a trading house and permanent storage facility for wooden boat boards, such that irregular supply and demand patterns can be managed to optimise the long term state-wide recovery of boards suited to wooden boat building from sawmillers processing Huon pine and celery top pine (in particular).
29. Tasmania will facilitate industry development and employment for other industries dependent on Forests by the following actions:
- Developing and implementing an agreed management plan and licensing system for the harvest of *Dicksonia antarctica* tree ferns across all available land tenures, to be administered by Forestry Tasmania and the Department of Environment and Land Management and to meet the requirements of the *Wildlife Protection (Regulation of Exports and Imports) Act 1982 (Cwth)*.
  - Completing the implementation of the protocol for leatherwood honey management on all Public Land tenures throughout the State, as agreed between

the Tasmanian Beekeepers' Association, Forestry Tasmania, the Department of Primary Industry and Fisheries and the Department of Environment and Land Management.

## **Attachment 13**

### **Priority Areas of Research**

The following research areas will be used as a guide by the Parties when they are examining research proposals and establishing research programs. The Parties agree that the following areas represent priorities for research.

#### **1. Biodiversity conservation and management**

- Development of biodiversity indicators for assessing ESFM.
- Reserve management and predictive models of species, communities and successional processes for major Forest types.
- Strategic information for private landowners to protect and maintain biodiversity.
- The effects of plantation establishment and management on biodiversity conservation, both within the plantations and in adjacent natural ecosystems.
- The effects of Forest management on changes in biodiversity and other Forest values.
- Research to underpin requirements for Recovery Plans and Threat Abatement Plans and the development of the means to assess the effectiveness of such conservation plans.
- Taxonomy, ecology and conservation management of poorly known species.

#### **2. Carbon budgets/flows**

- Research priorities identified in the National Greenhouse Response Strategy.
- Long-term analyses of carbon flows from vegetation clearance according to broad vegetation classification.
- Estimating the impact of the following activities on the carbon cycle: fire, harvesting and plantation establishment.

#### **3. Fire**

- Environmental impacts of fire regimes and ecological management of fire.

#### **4. Heritage conservation (natural and cultural)**

- Site specific heritage resources.

#### **5. Non-wood values of Forests**

- Valuing non-wood uses (e.g. biodiversity, soil and water, recreation, and natural and cultural heritage).
- Social and economic values to the community of tourism and recreation in Private Forest Estate.
- Further clarification of the ratio of Tasmanian, domestic and international visits to State Forests.
- Possible ecological impacts of beekeeping in natural areas.

#### **6. Pests**

- Cost effective detection, evaluation of impacts, identification and control of pests and diseases in Native Forests and plantations.
- Development of integrated management systems for weeds, browsing mammals, and insect pests to reduce or eliminate chemical use.

## **7. Silviculture techniques**

- Factors contributing to defect in "young" eucalypts and their impact on sawlog yield.
- Research into silviculture techniques, including tree breeding and regimes for high value uses such as sawlogs and veneer.
- Development of indicators for reporting on regeneration success and trends and sustainability of forest ecosystems.
- Estimating the cumulative effects of individual disturbances and interactions between disturbances.
- Research, development and marketing of Forest products and Forest based commercial activity.
- Commercial viability of new and alternative silvicultural techniques especially for harvesting and regenerating wet eucalypt Forests and maximising special species timbers production and regeneration where appropriate.
- Development of a comprehensive inventory of the regenerated Forest.

## **8. Social and economic research**

- Monitoring of changes in communities dependent on Forests to provide information for sustainability indicators.
- Research into sustainable tourism in Tasmania.
- Identify priority locations/areas that have significant potential for nature based tourism development.
- Facilitate production and marketing networks existing and emerging industry participants in the wood and wood products industry.
- Pre-feasibility and feasibility studies for industry projects with strategic significance that have real economic potential for the State or the nation.  
Priorities include:
  - ◆ reconstituted panels;
  - ◆ engineered products;
  - ◆ pulp and paper; and
  - ◆ other value adding opportunities.
- Sawing and seasoning eucalypt timbers (particularly backsawn timber from regrowth and plantation grown timber):
  - ◆ develop new seasoning techniques, including (as current emphases):
  - ◆ control and monitoring equipment for commercial pre-drying;
  - ◆ techniques for the use of solar kilns; and
  - ◆ techniques for the use of thermal vacuum systems.
- Study possible market uses for sawn timber currently graded as framing timber, to include resawing of existing stocks into new products where this is commercially practicable.
- Develop technologies for the use of eucalypt in manufacturing wood products (for example panel products, laminated beams, paper etc.).

## **9. Soil and water conservation**

- Determine the major physical and chemical characteristics of Forest soils in Tasmania, evaluate the potential impact of forest operations and develop hazard rating systems.

- Catchment planning to protect soil and water values on all land tenures.
- Determine the spatial distribution of forest soils for incorporation into geographic information systems.
- Evaluation of the effectiveness of erosion risk on Public Lands and currently prescribed buffer and filter strips in protecting water quality and aquatic systems, especially of temporary streams.
- Evaluate the nutrient supply characteristics of Forest soils to determine sustainability criteria.
- Monitor plantation soils, hydrology, and nutrition for nutrient flows and water quality.
- Environmental water requirements: establish baseline monitoring systems for stream flow and water quality across a range of forest types, evaluate the impact of forest operations and refine stream protection measures accordingly.

## Attachment 14

### Data Use and Access

#### 1. Definitions

For the purpose of this Attachment the following definitions will apply:

<b>Item</b>	<b>Description</b>
<i>Data</i>	All information, including maps, reports, images, computer files and programs.
<i>Data Owner</i>	The individual/s or organisation/s which has/have rights of ownership of the intellectual property of the data.
<i>Jointly Owned Data</i>	Data which is jointly owned by the Commonwealth and the State.
<i>Data Custodian</i>	The individual(s) or organisation(s) which is/are responsible to the Data Owner(s) for the maintenance and updating of the data by agreement.
<i>Data Provider</i>	An individual or organisation which provides Data for the purposes of this Agreement. For the purpose of development, implementation, monitoring or reporting of the this Agreement.
<i>RFA Purpose</i>	
<i>Metadata</i>	Data consisting of descriptions or specifications of source data or derived information.

#### 2. Jointly Owned Data

Jointly Owned Data used for RFA Purposes is listed in Schedule 1 of this Data Attachment.

Access to this Data will where appropriate, be made subject to confidentiality and copyright restrictions by the Data Owners.

Schedule 1 lists the status of all Jointly Owned Data as either Restricted, General or Public Domain. Each of these status categories has different content, management, maintenance, access, and use as detailed below.

##### **2.1 Restricted Data**

###### ***Content:***

- Restricted data is considered sensitive by a Data Owner and is only available to third parties by agreement of both Data Owners on a case by case basis.

###### ***Management and maintenance:***

- Copies of the Data will be held at two Commonwealth locations and two State locations. Each Data Owner will maintain and manage this version of the Data.

###### ***Access and Use:***

Except where both Data Owners agree, Restricted Data may only be used for:

- RFA Purposes; or
- for purposes associated with the provision of advice to State or Commonwealth Ministers; or
- fulfilling statutory obligations that do not relate to the substance of this Agreement.

Access to this Data by third parties will be subject to users entering into a form of written licence agreement with both Data Owners, incorporating the standard conditions listed in paragraph 4.4 below.

## **2.2 General data**

### ***Content:***

- General Data is available to third parties by agreement with one of the Data Owners.

### ***Management and maintenance:***

- Copies of the Data will be held at two Commonwealth locations and two State locations. Each Data Owner will maintain and manage this version of the Data.

### ***Access and Use:***

General Data may be used:

- by the Commonwealth and State for any internal government purposes; or
- by any third parties upon request.

Access to this Data will be subject to users entering into a form of written licence agreement with one of the Data Owners, incorporating the standard conditions listed in paragraph 4.4.

Each Party will advise the other government of all data transfers to third parties.

## **2.3 Public Domain data**

### ***Content:***

- Public domain Data is freely available to the public without restriction.

### ***Management and maintenance:***

- Copies of the Data will be held at two Commonwealth locations and two State locations. Each Data Owner will maintain and manage this version of the Data.

### ***Access and Use:***

- Public domain Data and products will be available for unrestricted use subject only to the copyright interests of the Data Owners being protected by the inclusion of the normal copyright symbol and a prominent statement on all Data that "copyright is vested in the Crown in Right of the State of Tasmania and the Crown in Right of the Commonwealth of Australia".

## **2.4 New Jointly Owned Data**

All information whose collection, preparation, or enhancement is jointly funded by the Parties for the implementation, monitoring, or reporting of this Agreement will, wherever it is prepared in a form which is capable of ownership, become jointly owned. Details of custodianship, management, maintenance, access and use will be agreed on a case by case basis.

## **2.5 Versions and Upgrades**

The latest version of all Jointly Owned Data will be exchanged within 3 months of the commencement of this Agreement. Any significant upgrades of Jointly Owned Data carried out by one Data Owner will be reported to the other.

If upgraded versions of Jointly Owned Data are developed in the course of the normal business of either Government, they will be provided to the other at a reasonable cost. If they are developed for RFA purposes the new versions will be deemed to be jointly owned and will be provided at no cost.



Upon receipt of an upgraded version of any Jointly Owned Data, each Data Owner will ensure that all previous versions are replaced, and that the dataset name and metadata of the new version clearly identify its upgraded status.

### **3. Other Data**

Each Party will provide appropriate mutual access to and accreditation of Data which is not Jointly Owned Data but which was used for RFA purposes. Such Data will only be used in a manner which respects all rights of ownership, confidentiality, and copyright of the Data Owners and Data Providers. It follows such Data will not be used or released in a manner contrary to those rights of ownership and confidentiality unless the relevant Data Owners and Data Providers have agreed in writing.

Where RFA purposes require the joint use of information owned by one Party, mutual access will wherever possible be achieved by joint inspection and accreditation of that Party's information and processes. Any necessary transfer of such information will be permitted subject to the other Party agreeing to enter into a form of written licence agreement incorporating the standard conditions listed in paragraph 4.4 below.

Data which is not jointly owned but which is exchanged for RFA purposes may be supplied to a third party only with the prior written permission of the Data Owner (and where relevant the Data Provider) and subject to users agreeing to enter into a form of a written licence agreement incorporating the standard conditions listed in paragraph 4.4 below.

Not later than one month after signing this Agreement each Party will delete and cause not to be accessed all copies of Data which they do not own but were provided for RFA Purposes, unless otherwise agreed to in writing by the respective Data Owners.

### **4. Administration**

#### **4.1 Data archival**

##### ***Content:***

- a copy of all Data used for RFA Purposes will, where permitted by the Data Providers, be securely archived and maintained by the Data Owner or agreed custodian of that information. Listing and archiving of that Data is to be completed within three months of the commencement of this Agreement.

##### ***Management and maintenance:***

- A copy of the Jointly Owned Data will be archived and lodged with both Parties. The archive of Jointly Owned Data will be managed and maintained by the individual Parties at secure locations. All other Data will be archived by the individual owner or nominated custodian.
- All archiving of Data will be carried out according to agreed standard archival procedures, which must provide appropriate security and continuing recoverability of the Data.

##### ***Access and Use:***

- Archived Data will not be accessible to any third parties.
- Archived Jointly Owned Data will be accessible to the other Party for RFA Purposes.

- Archived Data which is owned by one Party will not be accessible to the other Party without the agreement of the Party who owns the Data.

#### **4.2 Persons responsible**

The Parties will nominate delegates to represent and manage their rights and responsibilities as Data Owners. A Data Owner may designate Data Custodians to manage and maintain Data on their behalf.

#### **4.3 Documentation of data**

##### ***Metadata:***

- The Australian New Zealand Land Information Council (ANZLIC) Metadata Guidelines, (Page 0 level, including a statement of scale and an attribute list including descriptions), will be used to describe all Jointly Owned Data and archived Data. All metadata will be freely exchanged in electronic form.

##### ***Schedules:***

- Copies of the Schedule to this Attachment will be jointly monitored by the Parties and will be modified as required to reflect all changes in data status, versions, and custodianship.

#### **4.4 Conditions of Access to Data**

The following are the standard conditions that may be imposed by a Data Owner on the access to Data:

- that the form of the Data can only be reproduced for a specific purpose;
- the Data itself shall not without prior written approval be made public or disclosed to any other person (with appropriate exceptions being made);
- the right to access the Data is non-exclusive and non-transferable;
- the right to reproduce and access shall terminate by a certain date;
- that all copies of the Data must be returned and/or deleted or destroyed on the expiration or termination of the access period;
- that the user shall ensure that all of their employees and agents and sub- contractors are aware of and comply with the above conditions;
- that the user shall keep the Data Owner indemnified against any loss, damage or legal liability which may arise in respect of a breach of any of the above conditions;
- that all identified restrictions that have been placed on the use of the Data by a Data Owner or a Data Provider will be complied with.

### Schedule 1 of Attachment 14. Jointly Owned Data.

NO	DATA TITLE	DESCRIPTION	TYPE of DATA	ATTRIBUTES	STATUS	CUSTODIAN
1	Environmental domains for CRA	Revised environmental domains for CRA ie. areas classified according to their primary environmental characteristics that are known to regulate key physical processes and biological responses within a given area. (ENVDOM)	Grid	ENVDOM-ID - Environmental domain number.	General	Parks and Wildlife Service
2	Forest senescence	Digital map of proportion of senescing trees in eucalypt forests stands. (SEN9610)	Polygon	SENCODE - Degree of senescence and levels of disturbance and regrowth stages.	Restricted	Forestry Tasmania
3	Forest vegetation communities. 1. 25K state-wide 2. 100m grid public only 3. 500m grid private only	Digital map of the forest vegetation communities. Three coverages: 1. VEG9702 25K state-wide coverage 2. VEG9702PUBG 100 metre grids covering public owned land only 3. VEG9702PRIG 500 metre grids covering privately owned land only	1. Polygon 2. Grid 3. Grid	VEGCOMM - Vegetation community	1. Restricted 2. General 3. Restricted	Parks and Wildlife Service
4	1750 forest vegetation communities	Data table of pre 1750 areas for each forest vegetation community. (RECON1750)	Table	VEGCOMM - Vegetation community	Public Domain	Parks and Wildlife Service
5	Mineral potential tracts	Digital maps of the potential for mineral deposit types (38).	Polygon	GEOLOGY - Letter code for geological rock units. RCODE - Numeric code used as a link to lookup tables GRIDCODE - Cumulative score for each tract	General	Bureau of Resource Sciences
6	Cumulative mineral potential	Digital map of grid addition of above tracts. (CUMULATIVE)	Polygon	GRIDCODE - Cumulative score for each tract.	General	Bureau of Resource Sciences
7	Composite mineral potential	Digital map representing the above tracts taking the highest value for each polygon intersection. (COMP7-3)	Polygon	COMP7-3_POT - Composite score for each tract .	General	Bureau of Resource Sciences

NO	DATA TITLE	DESCRIPTION	TYPE of DATA	ATTRIBUTES	STATUS	CUSTODIAN
8	Weighted composite mineral potential	Digital map of grid addition of mineral tracts weighted for the significance of each mineral deposit type. (COMP4-3)	Polygon	COMP4-3_POT - Weighted composite score for each tract	General	Bureau of Resource Sciences
9	Airborne geophysics project 652	Digital map of magnetics and radiometrics for the Arthur-Pieman area of NW Tasmania at 200m spacing.	Polygon	RADARALTIMETER - Terrain clearance DTM POTASSIUM - Radiometric data URANIUM - Radiometric data THORIUM - Radiometric data TOTALCOUNTS - Radiometric data	General	Bureau of Resource Sciences
10	NE - Special Soils Mapping in Buttongrass Areas.	Digital map of the distribution of special soils in Buttongrass areas. It is based on the distribution of Buttongrass moorlands in Tasmania. (BGRASS97)	Polygon	BGSVEGCODE - Buttongrass vegetation code BGSNEVALUE - NE value BGSNECRITERIA - NE criteria	General	Environment Australia
11	NE - Tasmanian Natural History - Reference, Research and Teaching Sites.	Digital map detailing natural history sites that are used for reference, research and teaching purposes. (C1REFCOV97)	Polygon	C1CNAMES - Name of reference, research or teaching site. C1CNEVALUE - NE value C1CNECRITERIA - NE criteria	General	Environment Australia
12	NE - Sample of Historic Mining Sites in Tasmanian Forests.	Digital map detailing a sample of historic mining sites in Tasmanian forests designed to fill gaps in the knowledge of mining sites of National Estate significance in Tasmanian forests. (PEARSONCOV97)	Polygon	PSCCODE - code to identify historic mining sites. PSCNEVALUE - NE value PSCNECRITERIA - NE criteria	General	Environment Australia
13	NE - Sample of Historic Places Found in or Related to Tasmania Forests.	Digital map detailing examples of each of the major categories of historic places found in or related to Tasmanian forests. (DMARSHCOV97)	Polygon	DMCCODE - code given to historic forest places. DMCNEVALUE - NE value DMCNECRITERIA - NE criteria	General	Environment Australia
14	NE - Historic Transport Routes and Timber Getting Sites of Tasmania.	Digital map detailing examples of historic transport routes through Tasmania's forests and historic timber getting sites in the Circular Head district of north-western Tasmania. (TRACKS97)	Polygon	TYPE - code to identify type of potential National Estate place TKSNEVALUE - NE value TKSNECRITERIA - NE criteria HISTORYCODE - code to identify historic transport routes and historic timber getting sites.	General	Environment Australia

<b>NO</b>	<b>DATA TITLE</b>	<b>DESCRIPTION</b>	<b>TYPE of DATA</b>	<b>ATTRIBUTES</b>	<b>STATUS</b>	<b>CUSTODIAN</b>
15	NE - Geoconservation Mapping of Tasmania.	Digital map detailing geological, geomorphological, and soil sites of conservation and heritage value. (CTASGM97)	Polygon	TGMNEVALUE - NE value, TGMNECRITERIA - NE criteria P1 to P5 - Code identifying geoconservation polygons. P6 - Code identifying geoconservation arcs. P7 - Code identifying geoconservation points.	General	Environment Australia
16	NE - Disjunct Fauna Populations.	Digital map of fauna populations which are separated from their normal area of distribution by at least 50 kilometres. (DISJUNCTFA97)	Polygon	DFACODE - Number identifying each disjunct fauna locality. DFANEVALUE - NE value DFANECRITERIA - NE criteria	General	Environment Australia
17	NE - Disjunct Flora of Tasmania.	Digital map of places where concentrations of disjunct flora populations occur, ie. flora populations which are separated from their normal area of distribution by at least 50 kilometres. (DISJUNCTFL97)	Polygon	DFLCODE - Code to identify disjunct flora localities. DFLNEVALUE - NE value DFLNECRITERIA - NE criteria	General	Environment Australia
18	NE - Centres of Endemism - Fauna	Digital map of centres of endemic fauna, ie. areas where concentrations of exclusively Tasmanian fauna species are found. (ENDCENFA97)	Polygon	CFACODE - Number to identify each centre of endemic fauna locality CFANEVALUE -- NE value CFANECRITERIA - NE criteria	General	Environment Australia
19	NE - Centres of Endemism - Flora	Digital map detailing the centres of endemic flora, ie. areas where concentrations of exclusively Tasmanian flora species are found. (ENDCENTRE97)	Polygon	CTRCODE - code identifying centre of endemic flora polygons CTRNEVALUE - NE value CTRNECRITERIA - NE criteria	General	Environment Australia
20	NE - Fauna Type Localities	Digital map detailing type localities for Tasmanian rare and threatened forest fauna species. (ENDFAUNA97)	Polygon	EFACODE - number to identify fauna type locality polygons. EFANEVALUE - NE value EFANECRITERIA - NE criteria	General	Environment Australia
21	NE - Flora Type Localities	Digital map detailing type localities for Tasmanian rare and threatened forest flora. (ENDFLORA97)	Polygon	EFLCODE - code to identify each flora type locality polygon. EFLNEVALUE - NE value EFLNECRITERIA - NE criteria	General	Environment Australia

NO	DATA TITLE	DESCRIPTION	TYPE of DATA	ATTRIBUTES	STATUS	CUSTODIAN
22	NE - Limits of Range - Fauna	Digital map detailing places where concentrations of fauna species reach the limits of their natural range. (FAUNALIM97)	Polygon	FALCODE - number to identify each limits of range of fauna locality. FALNEVALUE - NE value FALNECRITERIA - NE criteria	General	Environment Australia
23	NE - Limits of Range - Flora	Digital map detailing places where concentrations of flora species reach the limits of their natural range. (FLORALIM97)	Polygon	FLLCODE - number to identify each limits of range of flora locality. FLLNEVALUE - NE value FLLNECRITERIA - NE criteria	General	Environment Australia
24	NE - Natural Landscapes of Tasmania	Digital map detailing significant natural landscapes. (NATLAND97)	Polygon	NTDSTATUS - natural landscape/not natural landscape NTDNEVALUE - NE value NTDNECRITERIA - NE criteria	General	Environment Australia
25	NE - Primitive and Relictual Fauna of Tasmania	Digital map detailing areas of Tasmania rich in primitive and relictual fauna, ie. Fauna that exhibit taxonomic remoteness or phylogenetic primitiveness or both. (PRIMFAUNA97)	Polygon	PFACODE - number to identify each primitive and relictual fauna locality. PFANEVALUE - NE value PFANECRITERIA - NE criteria	General	Environment Australia
26	NE - Primitive and Relictual Flora of Tasmania	Digital map detailing areas rich in primitive and relictual flora, ie. flora that exhibit taxonomic remoteness or phylogenetic primitiveness or both. (PRIMFLORA97)	Polygon	PFLCODE - code to identify primitive and relictual flora polygons. PFLNEVALUE - NE value PFLNECRITERIA - NE criteria	General	Environment Australia
27	NE - Rare or Threatened Forest Communities. 1. 25K state-wide 2. 100m grid public only 3. 500m grid private only	Digital map detailing rare or threatened forest communities ie. Those of naturally rare occurrence or depleted by European land use and/or subject to continuous threatening processes. Three coverages: 1. RARECOMM97 state-wide coverage 2. RARECOMMPUBG 100 metre grids covering public owned land only 3. RARECOMMPRIG 500 metre grids covering privately owned land only	1. Polygon 2. Grid 3. Grid	RARVEGCOMM - Mapping unit code describing the forest vegetation community type. RARNEVALUE - NE value RARNECRITERIA - NE criteria	1. Restricted 2. General 3. Restricted	Environment Australia
28	NE - Glacial Refugia Areas of Tasmania	Digital map detailing glacial refugia areas, ie. areas that have escaped drastic alteration, in contrast to the surrounding area, within a region that has undergone general glaciation. (REFUGIAPAST97)	Polygon	RPACODE - number to identify glacial refugia polygons. RPANEVALUE - NE value RPANECRITERIA - NE criteria	General	Environment Australia

NO	DATA TITLE	DESCRIPTION	TYPE of DATA	ATTRIBUTES	STATUS	CUSTODIAN
29	NE - Flora Species and Forest Community Richness	Digital map detailing sites with a high flora species or forest community richness. (RICHNESS97)	Polygon	RCHCRCODE - code to identify forest community richness localities. RCHSRCODE - code to identify flora species richness localities. RCHNEVALUE - NE value RCHNECRITERIA - NE criteria	General	Environment Australia
30	NE - Species Richness - Fauna	Digital map detailing areas with a high fauna species richness. (RICHNESSFA97)	Polygon	RFACODE - number to identify each fauna richness locality. RFANEVALUE - NE value RFANECRITERIA - NE criteria	General	Environment Australia
31	NE - Places of Aesthetic Value in Tasmanian Forests	Digital map detailing places of potential National Estate aesthetic value related to Tasmanian forests. (SOCAEST97)	Polygon	AESCODE - code to identify aesthetic value polygons. AESNEVALUE - NE value AESNECRITERIA - NE criteria	General	Environment Australia
32	NE - Places of Social Value in Tasmanian Forests	Digital map detailing places of indicative National Estate social value in Tasmanian forests. (SOCIAL97)	Polygon	SOCVALNAME - Name of social values place SOCNEVALUE - NE value SOCNECRITERIA - NE criteria	General	Environment Australia
33	NE - Vegetation Succession Sites	Digital map detailing the locations of places that are important for vegetation succession. (SUCCESSION97)	Polygon	SUCCODE - code to identify vegetation succession polygons. SUCNEVALUE - NE value SUCNECRITERIA - NE criteria	General	Environment Australia
34	NE - Undisturbed River Catchments of Tasmania	Digital map detailing undisturbed river catchments. (UDCATCH97)	Polygon	UDCSTATUS - disturbance status of catchment UDCNEVALUE - NE value UDCNECRITERIA - NE criteria	General	Environment Australia
35	NE - Important Wetlands of Tasmania	Digital map detailing important wetlands of Tasmania i.e. those listed in the Directory of Important Wetlands in Australia (ANCA, 1996). (WETLANDSREP97)	Polygon	WETNECODE - code to identify each important wetlands area. WETNEVALUE - NE value WETNECRITERIA - NE criteria	General	Environment Australia
36	NE - Remnant Vegetation of Tasmania	Digital map of remnant patches of forest vegetation in highly modified environments.	Polygon	RMVSTATUS- Remnant vegetation/not remnant vegetation, RMVNEVALUE - NE value, RMVNECRITERIA - NE criteria	General	Environment Australia

NO	DATA TITLE	DESCRIPTION	TYPE of DATA	ATTRIBUTES	STATUS	CUSTODIAN
37	NE - Key Fauna Habitat	Digital map of important fauna habitat areas for rare and threatened forest fauna.	Polygon	HABCODE - Code to identify Important fauna habitat, HABNEVALUE - NE value, HABNECRITERIA - NE criteria	General	Environment Australia
38	NE - Refugia from Present Processes.	Digital map of refugia from present processes including fire and disease.	Polygon	RPRCODE - Number to identify refugia from present processes, RPRNEVALUE - NE value, RPRNECRITERIA - NE criteria	General	Environment Australia
39	NE - Principal Characteristics of Forest Vegetation Classes 1. 25K state-wide 2. 100m grid public only 3. 500m grid private only	Digital map of forest vegetation that is representative of its vegetation class. Three coverages : 1. REPVEG97 state-wide coverage 2. REPVEGPUBG 100 metre grids covering public owned land only 3. REPVEGPRIG 500 metre grids covering privately owned land only	1. Polygon 2. Grid 3. Grid	RPVVEGCOMM - vegetation community type RPVNEVALUE - NE value, RPVNECRITERIA - NE criteria	1. Restricted 2. General 3. Restricted	Environment Australia
40	NE - High Quality Oldgrowth of National Estate Significance 1. 25K state-wide 2. 100m grid public only 3. 500m grid private only	Digital map of high quality old-growth forest of National Estate significance in dry and sub-alpine eucalypt communities, wet eucalypt communities and non-eucalypt communities. Three coverages: 1. OGA297 state-wide coverage 2. OGA2PUBG 100 metre grids covering public owned land only 3. OGA2PRIG 500 metre grids covering privately owned land only	1. Polygon 2. Grid 3. Grid	OGA2CODE -Whether or not polygon/grid is high quality old-growth that meets National Estate criteria A2 , OGA2NEVALUE - NE value, OGA2NECRITERIA - NE criteria,	1. Restricted 2. General 3. Restricted	Environment Australia
41	NE - Rare, Endangered or Uncommon Oldgrowth of National Estate Significance 1. 25K state-wide 2. 100m grid public only 3. 500m grid private only	Digital map of old-growth forest communities that are rare or uncommon on a state-wide or nation-wide scale, and endangered old-growth forest. Three coverages: 1. OGB197 state-wide coverage 2. OGB1PUBG 100 metre grids covering public owned land only 3. OGB1PRIG 500 metre grids covering privately owned land only	1. Polygon 2. Grid 3. Grid	OGB1CODE - Whether or not the polygon/grid is old-growth that meets National Estate criteria B1, OGB1NEVALUE - NE value, OGB1NECRITERIA - NE criteria	1. Restricted 2. General 3. Restricted	Environment Australia



NO	DATA TITLE	DESCRIPTION	TYPE of DATA	ATTRIBUTES	STATUS	CUSTODIAN
42	NE - Geoconservation database	Database of information concerning sites of geoconservation significance.	Microsoft Access Database	Site name, site description, site location in AMGs, comments, management notes, references	1. Restricted (data available subject to sensitivity rating)	Parks and Wildlife Service
43	Old-growth forests 1. 25K State-wide 2. 100m grid public only 3. 500m grid private only	Digital map of the old-growth forests derived from expert opinion, senescence and disturbance. Three coverages: 1. OG9701 25K state-wide coverage 2. OG9701PUBG 100 metre grids covering public owned land only 3. OG9701PRIG 500 metre grids covering privately owned land only	1. Polygon 2. Grid 3. Grid	OG - Old-growth/not old-growth	1. Restricted 2. General 3. Restricted	Forestry Tasmania
44	National Wilderness Inventory database	Database of four wilderness indicator values (including biophysical naturalness) and the combined wilderness quality index.	Grid	RA - Remoteness from access RS - Remoteness from settlement AN - Apparent naturalness BN - Biophysical naturalness WQ - Wilderness quality	General	Environment Australia
45	Post-aerial photography fires	Digital map of boundaries of major wildfires after the date of aerial photography used to produce photo-interpreted forest types. (FIRE9610)	Polygon	FIRENAME - Fire name, FIREDATE - Year (season) of fire, FIRESIZE - area of fire, TCFIRE - crown fire/not crown fire, S - spot fires/not spot fires, MFHEIGHT - main flame height of fire.	General	Forestry Tasmania
46	Roads for CRA	Digital map of roads mapped and classified for the purpose of CRA as a supplement to DELM base TASMAR road lines. (CRAROAD)	Line	ROADCLASS - road design standard, ROADOWNER - Current road owner, ROADSURFACE - Type of road surface, ROADACCESS - types of vehicles road is suitable to accommodate and its current/medium term condition, ROADGATE - position and status of known gates,	General	Forestry Tasmania
47	Slope Classes	Digital maps of slope generated from 25 metre DEM. (SLOPE)	Grid	SLOPECODE - Code for slope class	General	Forestry Tasmania

NO	DATA TITLE	DESCRIPTION	TYPE of DATA	ATTRIBUTES	STATUS	CUSTODIAN
48	Species assemblages	Digital images of distribution of forest birds, amphibians and tree communities. (BIRDS97) (FROGS97) (TREES97)	Image	Image Maps	General	Parks and Wildlife Service
49	Species modelled distributions and derived modelled distributions.	Database of modelled distributions of flora and fauna species using CORTEX modelling software at 1km resolution.	Grid	SPECIESMODEL - species name and envelope rank	General	Parks and Wildlife Service
50	Species site locations for the CRA.	Flora and fauna species names and locations collected as part of CRA projects. (CRAGTSPOTS)	Point	SPECIESNAME - Species names EAST - AMG easting NORTH - AMG northing ACCURACY - known accuracy in metres	Restricted	Parks and Wildlife Service
51	Timber harvesting history.	Digital map of boundaries, method and time period of timber harvesting. (THH9609)	Polygon	LOGMETHOD - Logging method, LOGYEAR1 - year harvesting began, LOGYEAR2 - year of last harvest.	Restricted	Forestry Tasmania
52	Wild Rivers Database	Database of indices of naturalness and the combined river disturbance index.	Grid	SCDI - Sub-catchment Disturbance Index CDI - Catchment Disturbance Index FRDI - Flow Regime Disturbance Index RDI - River Disturbance Index	General	Environment Australia
53	NE - High Quality Wilderness of Indicative National Estate Value in Tasmania	Digital map of areas of high quality wilderness of indicative National Estate value. (WILDHQ9701)	Polygon	WILDHQNAME - Name of high quality wilderness area WILDHQSTATUS - whether or not high quality wilderness WHQNEVALUE - NE value WHQNECRITERIA - NE criteria	General	Environment Australia
54	Response to Disturbance Database	Database of Priority Species detailing response to disturbance used to generate reservation targets and management prescriptions for the species.	Microsoft Access Database	Life History, Population, Habitat Profile and Response to Disturbance information	General	Parks and Wildlife Service
55	Management Prescriptions Database	Database of a limited number of species of interest against management prescriptions and future research, formulated through the CRA process. The prescriptions are of a descriptive format.	Microsoft Access Database	Prescriptions, source of information, quality of information	General	Parks and Wildlife Service
56	Published CRA/RFA reports and maps	Digital reports and maps published as part of the process of developing, implementing, monitoring, or reporting the RFA.	Document files, image files, postscript files	n/a	Public Domain	Environment Australia

<b>NO</b>	<b>DATA TITLE</b>	<b>DESCRIPTION</b>	<b>TYPE of DATA</b>	<b>ATTRIBUTES</b>	<b>STATUS</b>	<b>CUSTODIAN</b>
57	Community attitudes survey	Community attitudes to forest issues	Document files, electronic database (SPSS format)	Survey of broad community attitudes to a range of forest issues	General	Social Assessment Unit, DPIE
58	Regional social profile	Australian Bureau of Statistics socio-economic data	Excel spreadsheet	Demographic statistics at sub-regional level	General	Social Assessment Unit, DPIE
59	Forest Users Survey	Survey of users with economic dependence on forests (including apiarists, graziers, seed collectors, forest managers and timber workers)	Document files, electronic database (SPSS format)	Patterns of forest use, employment, income, and demographic characteristics (by user group)	Restricted	Social Assessment Unit, DPIE
60	Social Case Studies	Detailed social profile of twelve case study areas (townships)	Document files	Community history, access to services, attitudes to forest use, sensitivity to change	General	Social Assessment Unit, DPIE
61	Business Dependency Survey	Survey of forest related businesses	Document files, electronic database (SPSS format)	Expenditure patterns by business operators and employees	Restricted	Social Assessment Unit, DPIE

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