

DEED OF VARIATION

DEED OF VARIATION IN RELATION TO THE REGIONAL FOREST AGREEMENT
FOR THE EDEN REGION

The Commonwealth of Australia

The State of New South Wales

CONTENTS

1.	Definitions and Interpretation	1
2.	Amendment of the Regional Forest Agreement	2
3.	Confirmations	2
4.	Costs	3
5.	Entire agreement and variation	3
6.	Applicable law	3
7.	Counterparts	3
	Signing Page	4
	Annexure 1 Amended Regional Forest Agreement	
	Annexure 2 Clean version of the Amended Regional Forest Agreement	

DEED OF VARIATION**DEED OF VARIATION IN RELATION TO THE REGIONAL FOREST AGREEMENT
FOR THE EDEN REGION****Date**

This deed is made on 28 November 2018.

Parties

This deed is made between and binds the following parties:

1. The **Commonwealth of Australia** (the **Commonwealth**)
2. The **State of New South Wales** (the **State**)

Context

This deed is made in the following context:

- A. The parties entered into the Regional Forest Agreement to establish a framework for the management of certain forests.
- B. The parties have agreed to amend the Regional Forest Agreement on the terms and conditions contained in this deed.
- C. Except as amended by this deed, the Regional Forest Agreement continues in full force and effect without amendment.

Operative provisions

In consideration of the mutual promises contained in this deed, the parties to this deed agree as follows:

1. Definitions and Interpretation

Definitions

- 1.1. In this deed, unless the contrary intention indicates otherwise:

Effective Date	means the date of this deed.
Regional Forest Agreement	means the Regional Forest Agreement for the Eden Region dated 26 August 1999 between the Commonwealth and the State, as amended from time to time.

Interpretation

- 1.2. In this deed, unless the contrary intention appears:
- a. clause headings are for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;

- b. if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- c. the annexures form part of this deed; and
- d. in the interpretation of this deed no rules of construction apply to the disadvantage of any party on the basis that it put forward this deed.

Guidance on construction of deed

- 1.3. As far as possible all provisions of this deed will be construed so as not to be void or otherwise unenforceable.
- 1.4. If anything in this deed is void or otherwise unenforceable then it will be severed and the rest of the deed remains in force.
- 1.5. A provision of this deed will not be construed to the disadvantage of a party solely on the basis that it proposed that provision.
- 1.6. In the event of conflict between this deed and the Regional Forest Agreement, the provisions of this deed will prevail.

Commencement

- 1.7. The terms of this deed apply on and from the date of this deed.

2. Amendment of the Regional Forest Agreement

- 2.1. With effect from the Effective Date, the Regional Forest Agreement is amended as set out in Annexure 1. For the avoidance of doubt, unless the context indicates otherwise:
 - a. text that is underlined is inserted into the Regional Forest Agreement; and
 - b. text that is struck through is deleted from the Regional Forest Agreement.
- 2.2. Each party acknowledges that a clean version of the Regional Forest Agreement, as amended by this deed with effect from the Effective Date pursuant to clause 2.1, is set out in Annexure 2.

3. Confirmations

Each of the parties confirms and acknowledges that:

- a. this deed varies the Regional Forest Agreement, and does not terminate, discharge, rescind or replace the Regional Forest Agreement;
- b. except as expressly agreed in this deed, its obligations and covenants under, and the provisions of, the Regional Forest Agreement continue and remain in full force and effect;

- c. nothing in this deed:
 - i. prejudices or adversely affects any right, power, authority, discretion or remedy which arose under or in connection with the Regional Forest Agreement before the date of this deed; or
 - ii. discharges, releases or otherwise affects any liability or obligation which arose under or in connection with the Regional Forest Agreement before the date of this deed; and
- d. notwithstanding anything in this deed, nothing in this deed is intended to make legally binding any obligations in the Regional Forest Agreement that the parties have expressed an intent to be non-binding.

4. Costs

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

5. Entire agreement and variation

- 5.1. This deed contains the entire agreement of the parties with respect to its subject matter and supersedes all prior understandings and representations between the parties with respect to its subject matter.
- 5.2. Each party will take such steps, execute all such documents and do all such acts and things as may be reasonably required by any other party to give effect to this deed.
- 5.3. The provisions of this deed will not be varied either in law or in equity except by agreement in writing signed by the parties.

6. Applicable law

- 6.1. This deed is to be construed in accordance with, and any matter related to it is to be governed by, the laws of the jurisdiction that govern the Regional Forest Agreement.

7. Counterparts

- 7.1. This deed may be executed in any number of counterparts and by each party in separate counterparts. All counterparts together constitute the one agreement.

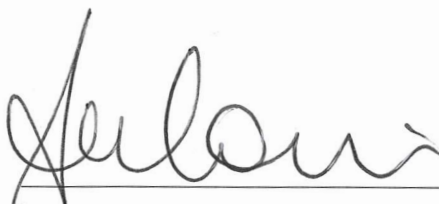
Signing Page

EXECUTED as a deed.

SIGNED, SEALED AND)
DELIVERED for and on behalf)
of The Commonwealth of)
Australia by:

SCOTT MORRISON

Name of signatory



Signature

In the presence of:

PAULA SVARCAS

Name of witness

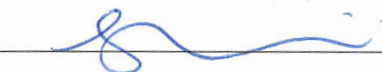


Signature of witness

SIGNED, SEALED AND)
DELIVERED for and on behalf)
of the State of New South)
Wales by:

Eladys Berejiklian

Name of signatory



Signature

In the presence of:

Jason Walsh

Name of witness



Signature of witness

ANNEXURE 1 AMENDED REGIONAL FOREST AGREEMENT

REGIONAL FOREST AGREEMENT

for the

EDEN REGION

of

NEW SOUTH WALES

between

THE COMMONWEALTH OF AUSTRALIA

&

THE STATE OF NEW SOUTH WALES

AUGUST 1999 (includes 2018 VARIATION)

Eden Regional Forest Agreement

THIS AGREEMENT is made on the 26th day of August 1999

BETWEEN

THE STATE OF NEW SOUTH WALES, (“New South Wales” or “the State”), and
THE COMMONWEALTH OF AUSTRALIA (“the Commonwealth”).

Recitals

WHEREAS:

Purpose of Agreement

- A. This Regional Forest Agreement (RFA) establishes the framework for the management of the forests of the Eden region. Parties are committed to ensuring the Agreement is durable and ~~that the obligations and commitments that it contains~~ are delivered to ensure effective conservation, sustainable forest management and ~~forest~~ industry stability outcomes.
- B. This Agreement is a Regional Forest Agreement, for the purposes of the *Export Control Act 1982* (~~C’wth~~Cth), the *Regional Forest Agreements Act 2002* (Cth) and the *Environment Protection and Biodiversity Conservation Act 1999* (Cth). ~~Export Control (Hardwood Wood Chips) (1996) Regulations (C’wth), and the Export Control (Regional Forest Agreements) Regulations (C’wth).~~ As such the Agreement :
- (a) identifies areas in the region ~~or regions~~ that the Parties believe are required for the purposes of a Comprehensive, Adequate and Representative ~~national~~ Reserve System, and provides for the conservation of those areas; and
 - (b) provides for the ecologically sustainable management and use of forested areas in the region; and
 - (c) is for the purpose of providing long-term stability of forests and forest industries; and
 - (d) has regard to studies and projects carried out in relation to all of the following matters that are relevant to the region:
 - (i) environmental values, including Old Growth, Wilderness, endangered species, National Estate Values and World Heritage Values;
 - (ii) Indigenous heritage values;
 - (iii) economic values of forested areas and forest industries;

(iv) social values (including community needs); and

(v) principles of Ecologically Sustainable Forest Management.

- C. 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:

“Aboriginal” for the purposes of this agreement means the First Peoples of NSW;

“Agreement” means all parts of this Agreement between the Commonwealth of Australia and the State of New South Wales and includes the Attachments to this Agreement;

~~**“Australian Heritage Commission”** or **“the Commission”** means the Commission established by the *Australian Heritage Commission Act 1975* (C’wth);~~

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

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

“CAR Values” means the conservation values as described by the JANIS Reserve Criteria;

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

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

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

“Comprehensive Adequate and Representative Reserve System” or **“CAR Reserve System”** means areas under any of the following categories of land tenure - as described in the JANIS Report - Dedicated Reserves, Informal Reserves and other areas on Public Land protected by ~~prescription~~ Regional Prescriptions (eg under any Integrated Forestry Operation Approvals applicable to the Eden region), and areas of Private Land 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;

~~“Codes of Practice” or “Codes” means the State’s suite of codes identified in this Agreement or described in the *New South Wales CRA/RFA Steering Committee: Assessment of Management Systems and Processes for Achieving Ecologically Sustainable Forest Management in New South Wales: Independent Expert Working Group Report* published by the Commonwealth and New South Wales Governments April 1998. Codes include the:~~

- ~~• Timber Plantations (Environmental Protection) Harvesting Code 1997 (Schedule 1 of Timber Plantations (Harvest Guarantee) Regulation 1997 (NSW));~~
- ~~• State Forests of NSW Forests Practices Code : Part 1: Timber harvesting in State Forests Plantations (July 1995) (Under review);~~
- ~~• State Forests of NSW Forests Practices Code : Part 2: Timber harvesting in Native Forests (November 1995) (Under review);~~
- ~~• State Forests of NSW Forests Practices Code : Part 3: Plantation Establishment and Maintenance (Draft of August 1996) (Under review);~~
- ~~• State Forests of NSW Forest Practices Code : Part 4 Forest Roads and Fire Trails (February 1999);~~
- ~~• State Forests of NSW Forest Practices Code : Part 5 Wildlife Management in Native Forests (due for completion by April 2000);~~
- ~~• Integrated Forestry Operations Approvals for the Eden region; and~~
- ~~• Additional or new Codes identified in the New South Wales *Eden Region Forest Agreement*;~~

~~“Competition Principles Agreement” means the agreement of the same name described in the Compendium of National Competition Policy Agreements, January 1997, National Competition Council updated by the Council of Australian Governments in 2007;~~

“Comprehensive Regional Assessment” or “CRA” means the assessment process carried out pursuant to Attachment 1 of the NSW RFAs Scoping Agreement for New South Wales Regional Forest Agreements between the Commonwealth of Australia and the State of New South Wales;

“Crown Land” means land that is vested in the Crown or was acquired under the Closer Settlements Acts as in force before their repeal, not in either case being:

- (a) land dedicated for a public purpose; or

- (b) land that has been sold or lawfully contracted to be sold and in respect of which the purchase price or other consideration for the sale has been received by the Crown;

~~“Crown Reserve” means land dedicated or reserved as a reserve under the Crown Lands Act 1989 (NSW) and managed by the NSW National Parks and Wildlife Service;~~

“Dedicated Reserve” means a formal reserve equivalent to International Union for the Conservation of Nature and Natural Resources (IUCN) Protected Area Management Categories I, II, III, or IV as defined by the IUCN Commission for National Parks and Protected Areas (1994). The status of Dedicated Reserves is secure, requiring action by the New South Wales Parliament or in accordance with New South Wales legislation for reservation or revocation. In New South Wales, Dedicated Reserves include, but are not limited to, parks under the *National Parks and Wildlife Act 1974* (NSW), ~~and~~ flora reserves under the *Forestry Act 1916 2012* (NSW), and areas mapped as Special Protection Zone (FMZ 1), under the NSW ~~(Special Protection Zones under the Forest Management Zoning system)~~. Further information is provided in Attachment 1;

~~“Deferred Forest Agreement” means the Deferred Forest Agreement between the Commonwealth and the State of New South Wales signed on 25th January 1996;~~

~~“Eco-Field Guide” means A Field Guide to South East Forests of New South Wales Volumes One and Two published by State Forests of NSW which applies to the Eden region;~~

“Ecologically Sustainable Forest Management” or “ESFM” means forest management and use in accordance with the specific objectives and policies for ecologically sustainable development as detailed in the *National Forest Policy Statement* and as further described in Attachment 14;

~~“Environment and Heritage Values” means those values assessed pursuant to Attachment 1 of the RFA Scoping Agreement;~~

“Environment and Heritage Values” means values assessed as part of the CRA. These included Biodiversity, Forest Ecosystems, Old Growth forests, Wilderness, endangered species, National Estate Values, World Heritage Values and Indigenous heritage values;

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

“Extractive Material” means sand, gravel, clay, soil, turf, rock, stone or similar substances, not being a Mineral as defined in this Agreement;

“Extractive Operation” means the winning of Extractive Material, or, an industry or undertaking (not including Mining), which depends for its operations on the winning of Extractive Material from the land upon which it is carried on;

“Five-yearly Review Scoping Agreement” means a scoping agreement between the Commonwealth of Australia and the State of New South Wales for each five-yearly review, including any agreed priorities, procedures and funding arrangements for the conduct of the five-yearly review;

“Forest” means a Forest Ecosystem listed in Table 1 of Attachment 1; the land on which a Forest Ecosystem listed in Table 1 of Attachment 1 occurs; or a Plantation of trees for timber production. The carrying out of Forestry Operations on an area does not prevent it from remaining a Forest;

“Forest Agreement” means a Forest Agreement as defined in the *Forestry and National Park Estate Act 1998* ~~2012~~ (NSW);

“Forestry Corporation of NSW” or **“FCNSW”** means the Forestry Corporation of NSW, a State Owned Corporation under the *State Owned Corporations Act 1989* (NSW);

“Forestry Corporation of NSW SFNSW Native Hardwood Forest Management System” means the system ~~of the same name described in the New South Wales Eden Region Forest Agreement~~ of policies, processes and procedures used by Forestry Corporation of NSW to ensure forest activities achieve ESFM, including a system of monitoring, audit and management review that allows for continual improvement and adaptive management and maintaining environmental management system certification under ISO 14001 or a demonstrated equivalent environmental management system;

“Forest Ecosystem” means, for the purposes of the Agreement, a forest ecosystem as defined in the JANIS Report. Forest Ecosystems ~~as they exist at the present time in the Eden region are described~~ listed in Attachment 1 of this Agreement;

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

“Forest Management” means the management and administration of all Forests including State forest, national parks, other conservation reserves or Crown land, private native forest and Plantations;

“Forest Management System-Framework” means the New South Wales ~~Forest Management System~~ suite of legislation, regulations, other regulatory instruments and guidance. The elements of the framework are as described in the report entitled *Assessment of Management Systems and Processes for Achieving Ecologically Sustainable Forest Management in New South Wales*¹: ~~Independent Expert Working Group Report published by the Commonwealth and New South Wales Governments April 1998 and as modified by the Forestry and National Park Estate Act 1998 (NSW)~~ *‘Overview of the New South Wales Forest Management Framework’* as published by the NSW Government and as amended from time to time ~~Major elements of the system include Forest~~

¹ Reference to this report in this agreement does not imply or convey any agreement with or agreement to any commentary or recommendation but is restricted to description of the forest management system described within that report.

~~Agreements, Integrated Forestry Operations Approvals, Codes of Practice, Eco-Field Guides and Regional ESFM Plans;~~

“Forest Management Zoning” or “FMZ” is a land classification system which ~~will set out~~ sets out, in map format, management intent across State forest. It is based on the “Components of the CAR System” in the JANIS Report, to clearly differentiate between those areas of State forest which are specifically set aside for conservation purposes (and utilising statutory protection in some cases) and those areas which are available for timber harvesting and other activities. The system is described in the document *~~Forest Management Zoning in NSW State Forests~~ Managing our forests sustainably: Forest Management Zoning in NSW State Forests*, State Forests of NSW [1999] and as amended from time to time;

“Forestry Operations” means:

- (a) logging operations, namely, the cutting and removal of timber from land for the purpose of timber production;
- (b) forest products operations, namely, the harvesting of Forest Products that are of economic value;
- (c) on-going forest management operations, namely, activities relating to the management of land for timber production such as thinning, bush fire hazard reduction and other silvicultural activities; and
- (d) transport of Forest Products;

“Forest Products” means timber and ~~timber~~ forest products as defined in the *Forestry Act ~~1916~~ 2012* (NSW);

“Forest Resource and Management Evaluation System” or “FRAMES” means ~~State Forests~~ the Forestry Corporation of NSW statewide forest resource inventory, growth modelling, simulation and harvest scheduling system for New South Wales’ public ~~native~~ hardwood forest resource. ~~This system will be described in a document to be published within three months of the date of this Agreement (see Attachment 5);~~

“Harvesting Exclusions Zone” or “FMZ3A” means the zone of the name ‘Zone 3A – Harvest Exclusions’ under the NSW Forest Management Zoning system;

“High Quality Logs” means logs which are suitable for high-value solid log products such as poles, piles and girders as well as logs suited for processing into sawn timber or veneer;

“Indigenous” means the Aboriginal and Torres Strait Islander peoples of Australia. ‘Indigenous’ is used in this document to mirror its use in Commonwealth legislation. Otherwise ‘Aboriginal’ is used to refer to the First Peoples of NSW.

“Informal Reserve” means a reserve that contains and is managed for Environment and Heritage Values which contribute to the CAR Reserve System and meets the principles for Informal Reserves as described in the JANIS Report. In New South Wales, it includes, but is not limited to, ~~parts of the Special Management Zone~~ areas mapped as Special Management Zone (FMZ 2), which meet the size and design criteria for Informal Reserves, under the NSW Forest Management Zoning system. Further information is provided in Attachment 1;

“Integrated Forestry Operations Approval” or “IFOA” means an Integrated Forestry Operations Approval as defined in the *Forestry and National Park Estate Act 1998-2012* (NSW);

~~**“ISO 14000 Series”** means AS/NZS ISO 14000 series, Environmental Management Systems, Standards Australia, 1996;~~

“ISO 14001” means *AS/NZS ISO 14001: 2015, Environmental Management Systems: Requirements with guidance for use*, Standards Australia (as amended from time to time);

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

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

“Listed Species and Communities” means species and communities listed in accordance with Part 13 of the EPBC Act, *Biodiversity Conservation Act 2016* (NSW) or *Fisheries Management Act 1994* (NSW), including threatened and endangered species, threatened ecological communities, migratory species and other listed categories (or equivalent);

“Low Quality Logs” means undersize or defective log sections that do not meet a high quality specification but are still suitable for processing into sawn timber or veneer;

“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, including:

- (a) World Heritage Values of declared World Heritage Places;
- (b) National Heritage Values of National Heritage Places;

- (c) ecological character of Ramsar Wetlands;
- (d) listed species and communities in 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 substance prescribed by the regulations of the *Mining Act 1992* (NSW) as a mineral, ~~and~~ or petroleum as prescribed under the *Petroleum (Onshore) Act 1991* (NSW), and includes coal, oil shale and petroleum but does not include uranium;

“Mineral Exploration” means prospecting under an authority or other title under either the *Mining Act 1992* (NSW) or the *Petroleum (Onshore) Act 1991* (NSW);

“Mining” means mining under an authority or other title under the *Mining Act 1992* (NSW) and includes production of petroleum under the *Petroleum (Onshore) Act 1991* (NSW);

“Mining Operations” means operations or works carried out in the course of Mining, or Mineral Exploration;

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

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

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

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

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

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

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

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

“NPWS Environmental Management System” ~~means the system of the same name described in the New South Wales Eden Region Forest Agreement;~~

“NSW National Parks and Wildlife Service” or **“NPWS”** means the New South Wales National Parks and Wildlife Service;

“NSW RFAs Scoping Agreement” means the Scoping Agreement for New South Wales Regional Forest Agreements between the Commonwealth and the State of New South Wales signed on 25th January 1996;

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

“Other Wood Products” means timber that is not processed as a high quality, low quality or Pulpwood log, including firewood, biomaterial and fencing products;

“Parties” means the State of New South Wales and the Commonwealth of Australia;

“Party” means a Party to this Agreement;

“Plantations” means intensively managed stands of trees of either native or exotic species, created by the regular placement of seedlings or seed, but not principally for the purpose of the production of food or any other farm produce other than timber;

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

“Progress Report” means a report prepared by the Parties on the performance of this Agreement for each five-yearly review;

“Public Land” means lands of the New South Wales Crown;

“Pulpwood” means logs cut and prepared primarily for the manufacture of wood pulp;

“Quota Sawlog” means ~~a Sawlog having dimensions and quality that are equal to or greater than those specified in the Wood Supply Agreements between State Forests of NSW and Sawlog using customers;~~

“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;

“Recovery Plan” ~~includes~~ means a recovery plan made or adopted under the EPBC Act, or an equivalent instrument made under the Biodiversity Conservation Act 2016 (NSW), or the Fisheries Management Act 1994 (NSW) Part 3 of the Endangered Species Protection Act 1992 (C’wth) and/or relevant parts of the Threatened Species Conservation Act 1995 (NSW);

“Regional ESFM Plan” means a plan covering State forests in the region that has the status of a management plan ~~under the Forestry Regulation 1994 (NSW)~~ under the *Forestry Act 2012* (NSW) ~~and meeting additional requirements under the Forestry Regulation 2012 (NSW);~~

“Regional Forest Agreement” or **“RFA”** means a Regional Forest Agreement within the meaning of the ~~Export Control (Hardwood Wood Chips) (1996) Regulations (C’wth)~~ *Regional Forest Agreements Act 2002* (Cth);

“Regional Prescriptions” ~~include~~ means those prescriptions within the Forest Management Framework that are applicable to Forestry Operations in the Eden region. These prescriptions include but are not limited to silvicultural prescriptions ~~and systems,~~ and environment protection measures covered by ~~the Codes of Practices, Eco-Field Guides, and the Integrated Forestry Operations Approval applying to the Eden region Regulatory Instruments, Forest Management Zoning, and Aboriginal and non-Aboriginal cultural heritage guidelines;~~

“Register of the National Estate” means the register of the same name kept pursuant to the *Australian Heritage Commission Act 1975* (C’wth);

“Regulatory Instruments” means the State’s suite of statutory and regulatory tools used to achieve ESFM for Forestry Operations currently in place (or as amended from time to time), including, but not limited to:

- Integrated Forestry Operations Approval applicable to the Eden region under the *Forestry Act 2012* (NSW);
- Forestry Regulation 2012 made under the *Forestry Act 2012* (NSW);
- Plantations and Reafforestation (Code) Regulation 2001 made under the *Plantations and Reafforestation Act 1999* (NSW);
- Private Native Forestry Code of Practice for Southern NSW, 2008;

“Sawlog” means logs which are suitable for processing into sawn timber. ~~Specifications for compulsory and non-compulsory Sawlogs are defined in Wood Supply Agreements between State Forests of NSW and Sawlog using customers;~~

“Special Management Zone” or **“FMZ 2”** means the zone of the same name ‘Zone 2 – Special Management’ as described under the NSW Forest Management Zoning system in S21A of the *Forestry and National Park Estate Act 1998* and described in the document *Forest Management Zoning in State Forests, SFNSW, 1999;*

“Special Prescription Zone” or **“FMZ 3B”** means the zone of the same name ‘Zone 3B – Special Prescription’ as described under the NSW Forest Management Zoning system described in the document *Forest Management Zoning in State Forests, SFNSW 1999;*

“Special Protection Zone” or “FMZ 1” means the zone of the same name ‘Zone 1 – Special Protection’ as described under the NSW Forest Management Zoning system described in the document *Forest Management Zoning in State Forests*, SFNSW 1999;

“State forest” means land dedicated as State forest under the *Forestry Act 1916 2012* (NSW);

“State Forests of NSW” or “SFNSW” means the Forestry Commission of New South Wales, constituted as a corporation under the *Forestry Act 1916* (NSW) operating as State Forests of New South Wales;

“Statement of Significance” means a statement of significance made by the Australian Heritage Commission for a place which forms part of the National Estate;

“Statutory Conservation Planning Document” means a conservation advice, recovery plan, threat abatement plan or wildlife conservation plan made or adopted in accordance with the EPBC Act, or equivalent instruments or programs under the *Biodiversity Conservation Act 2016* (NSW) or the *Fisheries Management Act 1994* (NSW);

“Sustainability Indicators” means qualitative or quantitative measures, at the regional (sub-national) level developed to assess the criteria for sustainable forest management, as described in *Ecologically Sustainable Forest Management Criteria and Indicators for the NSW Forest Agreement regions* (EPA 2017), and as amended from time to time;

“Sustainable Yield” means the long term estimated wood yield from forests that can be maintained from a given region in perpetuity under a given management strategy and suite of sustainable use objectives, as determined using the processes described in Attachment 11, and as amended from time to time;

“Threat Abatement Plan” means a threat abatement plan made or adopted under Part 3 of the *Endangered Species Protection Act 1992* (C’wth) ~~the EPBC Act~~;

“Threatening Process” means a threatening process listed as a key threatening process under the *Biodiversity Conservation Act 2016* (NSW), *Fisheries Management Act 1994* (NSW) or the EPBC Act in recognition that the process adversely affects or may threaten the survival, abundance or evolutionary development of a native species or ecological community;

“Values Protected by Prescription” means *values protected by prescription* as defined in the JANIS Report and includes areas in the Forest Management Zoning system including those areas in FMZ 2 that do not meet Informal Reserve criteria, FMZ 3A, FMZ 3B and other mapped areas under the IFOA applicable to the Eden region. Further information is provided in Attachment 1;

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

“Wilderness Values” means the values of the same name as defined in the JANIS Report and the NSW RFAs Scoping Agreement between NSW and the Commonwealth;

“Wild Rivers” means a water course, water course network, or a connected network of water bodies, of natural origin and exhibiting natural flow (perennial, intermittent or episodic) in which the biological, hydrological and geomorphological processes associated with the river flow; and the biological, hydrological and geomorphological processes in those parts of the catchment with which the river is intimately linked; have not been significantly altered by modern or colonial society;

“Woodchips and Unprocessed Wood” means ~~those goods that are prescribed goods under within the meaning of the *Export Control (Hardwood Wood Chips) (1996) Regulations 1996 (C’wth Cth)* or ; the *Export Control (Regional Forest Agreements) Regulations (C’wth)*; and the *Export Control (Unprocessed Wood) Regulations (C’wthCth)*, or would be prescribed goods under those regulations if not for the *Export Control (Regional Forest Agreements) Regulations (Cth)*;~~

~~**“Wood Supply Agreement”** means an agreement in writing between State Forests of NSW and a person or company or organisation under which State Forests of NSW agrees to supply and the person or company or organisation agrees to take native hardwoods;~~

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

“World Heritage Nomination” means the submission by the Commonwealth of a nominated area to the UNESCO 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 Place” means a property on the World Heritage List;

~~**“World Heritage Values”** means features, formations, areas, and sites of outstanding universal value within the meaning of Article 2 of the *Convention Concerning the Protection of the World Cultural and Natural Heritage*, also known as the *World Heritage Convention* has the same meaning as in section 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.

Definition of the region

- 4 The area covered by this Agreement is the Eden region as shown in Map 1 accompanying this Agreement.

Duration of Agreement

- 5 This Agreement takes effect on 26 August 1999 upon signing by both Parties and, unless earlier terminated in accordance with clause 99, 100, 101 or 102, will remain in force for 20 years until 26 August 2039, or until a later date pursuant to clauses 6A and 6B.
- 6 The process for extending the Agreement for a further period ~~will be~~ was determined jointly by the Parties as part of the third five-yearly review.

6A Subject to clause 6B, upon the satisfactory completion of each five-yearly review in accordance with clause 8M, the Agreement will be extended for a further five years.

6B The extension of this Agreement under clause 6A will occur upon the satisfactory completion of the five-yearly review due to commence in 2024 and thereafter upon the satisfactory completion of each subsequent five-yearly review until this Agreement is terminated by the Parties or subsequent extensions of this Agreement are withdrawn in accordance with clause 14C.

Basis of Agreement – National Forest Policy Statement

- 7 The Parties confirm their commitment to the goals, objectives and implementation of the *National Forest Policy Statement* (NFPS) by:

- (a) ~~Developing and implementing~~ Implementing Ecologically Sustainable Forest Management (ESFM);
- (b) ~~Establishing and maintaining the~~ Comprehensive, Adequate and Representative (CAR) Reserve System;
- (c) ~~Facilitating the development of an~~ Supporting an internationally competitive wood production and wood products industry through facilitating efficient and sustainable wood production, and wood products industries, based on maximising value-adding opportunities and efficient use of wood resources; and
- (d) Promoting the conservation and management of the private Forest Estate.

Changes to the Agreement

- 8 This Agreement may only be amended with the consent, in writing, of both Parties. Parties agree to work cooperatively to address any differences between them as to the interpretation or implementation of the Agreement.

Monitoring the Agreement

General monitoring

- 8A. The implementation of this Agreement is monitored through the five-yearly reviews and the annual meetings between the Parties in the periods between the five-yearly reviews. Further:
- (a) The Parties agree to maintain open communication on matters relating to the implementation of this Agreement, including raising and responding to issues at any time.
 - (b) The Parties agree that for efficiency and consistency with prior practices, the timing of monitoring and reporting of the North East and Southern RFAs will be aligned with this Agreement and will complement NSW and national forest reporting.
 - (c) The Parties agree that the assessment process, the consultation undertaken in early 2018 and the results of the monitoring of Sustainability Indicators in *A report on progress with implementation of the New South Wales Regional Forest Agreements: Second and third five-yearly reviews July 2004 – June 2014*, November 2017 constitute the five-yearly review that was due in 2019.
 - (d) The next five-yearly review required by this Agreement will commence in 2024.
 - (e) New South Wales agrees to develop and maintain a coordinated Monitoring, Evaluation and Reporting Plan, including the identification of research priorities, within the broader Forest Management Framework across relevant forest management tenures and to support RFA outcomes reporting for ESFM.

Annual meetings

8B. The Parties agree to hold annual officials-level, bi-lateral meetings in the years between each five-yearly review to monitor the implementation of the Agreement and discuss any matters or issues that arise.

8C An online statement will be made publicly available on the outcomes of the meeting.

Five-yearly reviews

Five-yearly review process

8D. A review of the performance of this Agreement is to commence during the last year of each five year period during the term of the Agreement (the five-yearly review) with the release of the Five-yearly Review Scoping Agreement.

8E. The purpose of the five-yearly review is to examine New South Wales' Forest Management to demonstrate Ecologically Sustainable Forest Management, including to:

- (a) demonstrate adaptive Forest Management in accordance with the RFA;
- (b) demonstrate how the Parties have provided for the protection of Matters of National Environmental Significance, including identifying trends and the status of Matters of National Environmental Significance, in accordance with the RFA;
- (c) demonstrate how relevant Statutory Conservation Planning Documents have been implemented as part of the Forest Management Framework;
- (d) demonstrate how social and economic benefits of forestry and other forest uses are being achieved;
- (e) evaluate current and future research priorities across the Forest Estate; and
- (f) assess the extent to which key findings and/or recommendations for preceding five-yearly reviews have been addressed.

8F. The Parties will prepare a Progress Report addressing the items listed at clause 8E including across key environmental, social and economic indicators (Sustainability Indicators). As such, the Progress Report will be a key source of information in the five-yearly reviews under this Agreement.

Conduct of five-yearly review

8G. Five-yearly reviews are to be conducted by an independent person or body jointly appointed by the Parties in accordance with the Five-yearly Review Scoping Agreement.

8H. In conducting the five-yearly review, the independent person or body will:

- (a) take into account public comments;
- (b) use and take into account the relevant Progress Report;
- (c) use and take into account the document titled 'Overview of the New South Wales Forest Management Framework', as updated from time to time;
- (d) develop and submit to the Parties a report detailing the five-yearly

review process and its findings and recommendations, within three months of commencement.

- 8I. 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 8H (d) in each House of the Parliament within 15 sitting days of that House after the report is provided to the Minister.
- 8J. The Parties will consider the five-yearly review recommendations and publish a joint government response to the recommendations within six months of receiving the review report.
- 8K. The Parties will make a determination of satisfactory performance under this Agreement in the joint government response. If satisfactory performance is not determined, the Parties will include in the joint government response a list of remedial actions and when they will be delivered. The subsequent five-yearly review process will assess whether remedial actions have been delivered.
- 8L. The purpose of the five-yearly review process under this Agreement is not to re-negotiate the Agreement.

Satisfactory completion of 5 yearly review

- 8M. A five-yearly review will be satisfactorily completed upon the public release of the joint government response to the review report, which is to include identified remedial actions pursuant to clause 8K. The five-year extension pursuant to clauses 6A and 6B will then take effect, unless the joint government response identifies that there are outstanding remedial actions from a previous five-yearly review that have not been delivered to the satisfaction of both Parties, in which case the five-year extension will not take effect until a supplementary joint government response demonstrating the completion of the outstanding remedial actions has been released.

Requirement for an audit

- 8N. Either Party may initiate an audit, if in the opinion of the initiating Party, there has been, or is likely to be, an adverse finding or outcome relating to this Agreement, whether or not the outcome relates to non-compliance or likely non-compliance with the Agreement.
- 8O. Before an audit process commences, the initiating Party must notify and consult with the other Party on the following:
- (a) the initiating Party's reason for initiating the audit or review;
 - (b) the scope and criteria for the audit, and
 - (c) the appointment of an independent auditor.
- 8P. An audit may include:
- (a) an examination of the operation of this Agreement over a particular period of time; or
 - (b) preparation of an audit report which addresses the criteria specified by the initiating Party.

8Q An audit should be conducted in the most efficient and effective manner possible to address the opinion of and concerns identified by the initiating Party.

8R The Parties agree to cooperate fully in any audit.

8S The initiating Party may publish any report produced under clause 8P(b), provided the initiating 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.

8T The costs of an audit will be borne by the initiating Party.

Dispute Resolution

9 The Parties agree that if a dispute arises between the Parties regarding this Agreement it must be resolved expeditiously in accordance with the provisions of clauses 10 to 14.

10 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 10 to 14.

11 If a notice is served under clause 10 the Parties must attempt to settle the dispute within 14 days. At the expiration of that 14 days and, if agreed, any additional period the Parties must appoint a mediator to conduct a mediation concerning the matter or issue in dispute.

12 If the dispute is not settled under clause 11 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.

13 The costs of a mediator appointed under clauses 11 or 12 are to be shared equally between the Parties.

14 Each of the Parties agrees to use its best endeavours to resolve the dispute through mediation.

Withdrawal from extension process

14A. If there is no resolution or agreement on a dispute in accordance with clauses 9 to 14 (including the failure of mediation), either the Commonwealth Minister responsible for forestry (in consultation with the Commonwealth Minister responsible for the environment) or New South Wales Minister(s) responsible for the environment and/or forestry may send to the other Party and publish a written notice of its intention, unless the dispute is resolved, to withdraw from the extension process in clauses 6A and 6B .

- 14B. Any notice under clause 14A above must specify the time period in which the other Party must address the dispute.
- 14C. 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 New South Wales Minister(s) responsible for the environment and/or forestry may write to the other Party's government giving notice confirming the effective date of withdrawal from the extension process in clauses 6A and 6B.
- 14D. In the event either Party withdraws from the extension process in clauses 6A and 6B, negotiation of any subsequent extension to this Agreement will only be considered following the satisfactory completion of the penultimate five-yearly review (that is, the five-yearly review prior to the final five years of the Agreement's duration).
- 14E. In the event the Parties subsequently extend this Agreement subject to clause 14D and pursuant to clause 8M, the extension process in clauses 6A and 6B will not apply to the extended Agreement unless otherwise agreed by the Parties.

Notices

- 15 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
52 Martin Place
SYDNEY NSW 2000
~~Director General~~
~~Premier's Department~~
~~Governor Macquarie Tower~~
~~1 Farrer Place~~
~~SYDNEY NSW 2000~~

THE COMMONWEALTH

The Secretary
Department of Agriculture and Water Resources
18 Marcus Clarke Street
CANBERRA ACT 2600
~~The Secretary~~
~~Department of the Prime Minister and Cabinet~~
~~3-5 National Circuit~~
~~BARTON ACT 2600~~

PART 2

- 16 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. Where there are references in this Part to obligations which are referred to in Part 3 and are intended to be legally binding, they are only included in Part 2 insofar as they provide context and for the sake of completeness ~~so that the whole scheme which the Parties wish to implement is set out in this Part~~. The inclusion of references to these legally binding obligations in Part 2 does not derogate from the Parties intent that they be legally binding in Part 3.

FUNCTIONING OF THE AGREEMENT

~~Relationship to Previous Forest Agreements~~

- 17 (a) ~~This Agreement replaces the South East Forest Agreement (SEFA) signed by the Commonwealth and New South Wales Governments on 21 December 1993, except that the Parties agree that the remaining unspent Commonwealth and State funds committed through the SEFA will remain available for regional development initiatives in the Eden region. The Parties further agree to develop within six months of the date of this Agreement an appropriate mechanism to develop and consider these initiatives. NOT USED~~
- (b) ~~In relation to the Eden region, this Agreement replaces the *Deferred Forest Agreement*, signed by the Commonwealth and New South Wales Governments on 25 January 1996, and subsequently amended through correspondence dated 30 August 1997, following the New South Wales Government Interim Forestry Assessment decision of 23 September 1996.~~
- (c) ~~New South Wales, in signing this Agreement, states that the area deferred from timber harvesting by the New South Wales Government Interim Forestry Assessment decision of 23 September 1996 (ie the Interim Deferred Forest Area), no longer applies in relation to the Eden region.~~

~~Relationship to Statutory Obligations~~

- 18 This Agreement cannot impose on either Party or a third party any obligation that is inconsistent with Australia's international obligations, or a law of the Commonwealth or of New South Wales.
- 19 Neither Party will seek to use existing or future legislation to undermine or impede this Agreement.
- 20 ~~The Commonwealth, in signing the Agreement, confirms that its obligations under the *Australian Heritage Commission Act 1975* (C'wth) have been met. NOT USED~~
- 21 ~~Parties will manage their respective responsibilities with regard to the National Estate in accordance with the provisions of this Agreement as detailed in Attachment 3. NOT USED~~

- 22 ~~The Commonwealth confirms it has on or before the date of this Agreement entered into an agreement with the Australian Heritage Commission in which the Commission has agreed to perform and comply with all the agreements and confirmations which are specified in Attachment 3 as being agreements and confirmations on the part of the Commission.~~ NOT USED
- 23 ~~The Commonwealth, in signing the Agreement, confirms that its obligations under the *Environment Protection (Impact of Proposals) Act 1974* (C'wth) have been met. The Commonwealth also confirms that, under the administrative procedures of the Act, any activities covered by the Agreement, including the five yearly reviews and minor amendments to the Agreement, will not trigger further environmental impact assessment.~~ NOT USED
- 24 ~~The Commonwealth confirms that it has met its obligations in relation to this Agreement under the *Endangered Species Protection Act 1992* (C'wth) in so far as they were to be performed prior to the date of the commencement of this Agreement.~~ NOT USED
- 25 The Commonwealth notes that its obligations under the EPBC Act to promote protection of Listed Species and Communities ~~endangered species protection~~ will involve ongoing cooperative work with New South Wales agencies concerning the Eden region.

Matters of National Environmental Significance

Matters of National Environmental Significance (general)

- 25A New South Wales will use best endeavours to ensure that the Forest Management Framework provides for the protection of Matters of National Environmental Significance.
- 25B The Parties agree that research, monitoring, reporting, evaluation and the communication of findings are important to support decision making with regard to Matters of National Environmental Significance.
- 25C New South Wales will use best endeavours to continue to improve research, monitoring, reporting, evaluation and communication mechanisms as part of its Forest Management Framework in accordance with clause 44.
- 25D The Parties agree that the monitoring, audit, reporting and review processes set out in this Agreement provides an assurance that the Forest Management Framework takes into account the protection of Matters of National Environmental Significance.

Listed Species and Communities, including threatened flora and fauna

- 25E New South Wales will use best endeavours to ensure that the Forest Management Framework provides for the protection of Listed Species and Communities.
- 25F The Parties, recognising that priorities can change in light of new information, will continue to consult on the priorities for:

- (a) Listed Species and Communities, Forest Ecosystems, and Threatening Processes (further information at Attachment 2);
- (b) the preparation of all Statutory Conservation Planning Documents relevant to this Agreement; and
- (c) research on Listed Species and Communities, Forest Ecosystems, and Threatening Processes.

25G New South Wales will use best endeavours to ensure that any new or altered elements of the Forest Management Framework are developed and implemented over the term of the Agreement for Listed Species and Communities to:

- (a) provide for the maintenance of the relevant species;
- (b) have a sound scientific basis;
- (c) give consideration to relevant determinations made by the New South Wales Threatened Species Scientific Committee or Fisheries Scientific Committee;
- (d) be consistent with relevant Statutory Conservation Planning Documents; and
- (e) take note of public comment.

25H New South Wales will use best endeavours to ensure that the State's Statutory Conservation Planning Documents and Regulatory Instruments that include management actions, prescriptions or protections for Listed Species and Communities in accordance with the Forest Management Framework, will:

- (a) be maintained, implemented and updated on an as needs basis to provide ongoing protection for Listed Species and Communities; and
- (b) be made publicly accessible.

World Heritage Places

- 26 ~~Parties agree to actively investigate, and jointly participate in the further World Heritage assessment of the relevant Australia-wide themes specified in Section 3.4.2 (Table 17) of the World Heritage Expert Panel report, including any potential contribution from the Eden region. 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 World Heritage Place pursuant to section 42 of the EPBC Act.~~
- 27 ~~The Commonwealth agrees that it will give full consideration to the potential social and economic consequences of any World Heritage Nomination of places in the Eden region and that any such nomination will only occur after the fullest consultation and with agreement of the State. The Parties agree to participate in~~

the assessment of any future World Heritage Places consistent with the Australian World Heritage Intergovernmental Agreement.

- 28 ~~The Parties agree that any World Heritage Nomination involving any part of the forest estate in the Eden region will be from within the CAR Reserve System. The Parties agree that any World Heritage Nominations involving any part of the Forest Estate in the Eden region will be from areas within the Dedicated Reserve elements of the CAR Reserve System.~~
- 29 ~~The Parties agree that before any World Heritage Nomination is made:~~ NOT USED
- ~~(a) all necessary management arrangements, including joint policy coordination arrangements will be agreed; and~~
 - ~~(b) all related funding issues will be resolved to the satisfaction of both Parties.~~

National Heritage Places

- 29A. New South Wales will use best endeavours to ensure that the Forest Management Framework provides for the protection of National Heritage Values of National Heritage Places in accordance with National Heritage Management Principles.

Commonwealth Heritage Places

- 29B. New South Wales will use best endeavours to ensure that the Forest Management Framework provides for the protection of Commonwealth Heritage Values through the management of Commonwealth Heritage Places in accordance with Commonwealth Heritage Management Principles.

Ramsar Wetlands

- 29C. The Parties acknowledge that the Forest Management Framework 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, including having regard to Ramsar Wetland information sheets and Ramsar Wetland ecological character descriptions; and
 - (c) management of the relevant threatened ecological communities listed in Schedule 2 of the *Biodiversity Conservation Act 2016* (NSW) or listed under the *Fisheries Management Act 1994* (NSW).

Export controls

- 30 The Parties note that current Commonwealth export arrangements provide that, after 31 December 1999, exports of ~~hardwood~~ Woodchips and Unprocessed Wood

from native forests can occur from areas covered by an RFA, without the need for a licence under the *Export Control Act* (1982) (Cth).

- 31 ~~The Parties note that no controls under the *Export Control Act 1982* (C'wlth) or any other export control law within the meaning of the *Regional Forest Agreements Act 2002* (Cth) will apply to hardwood Woodchips or and Unprocessed Wood sourced from the Eden region while this Agreement is in place.~~
- 32 ~~New South Wales confirms that the CAR Reserve System has been established through this Agreement, including Attachment 12, and that conservation levels achieved will not subsequently be used as a basis for preventing timber harvesting being carried out on Private Lands. Consistent with clause 18 this is not to be interpreted as preventing voluntary conservation measures to protect CAR Values on Private Land. NOT USED~~

Integrated Forestry Operations Approval applicable to the Eden region

- 33 ~~New South Wales confirms that relevant Regulatory Instruments, such as the *Eden Region Forest Agreement* (NSW, 5 March 1999) and any Integrated Forestry Operations Approvals, for all or part of the Eden region are parts of the New South Wales Forest Management System Framework and are means by which New South Wales will implement obligations and undertakings arising from this Agreement.~~
- 34 ~~The Parties note that until an Integrated Forestry Operations Approval is granted covering the Eden region, the environmental conditions in the Minister for Planning's approval of the *Eden Management Area Proposed Forestry Operations Environmental Impact Statement*, SFNSW 1994 under the *Environment Planning and Assessment Act 1979* (NSW) will continue to apply. Nonetheless, New South Wales agrees to implement the prescription component of the CAR Reserve System as described in Attachments 1, 2 and 3 immediately on signing this Agreement. Until an Integrated Forestry Operations Approval is granted as outlined in clause 46(g), a reference to an Integrated Forestry Operations Approval in Attachments 1, 2 and 3 of this Agreement is to be taken to mean the Minister for Planning's approval described above. NOT USED~~
- 35 ~~New South Wales undertakes to notify the Commonwealth within fourteen days of any amendment or termination of a Forest Agreement or amendment, suspension or revocation of any Integrated Forestry Operations Approval which applies to the Eden region. NOT USED~~

Regional Forest Agreement Bill 1998 (C'wlth)

- 36 ~~If the *Regional Forest Agreements Bill 1998* (C'wlth) is enacted and commences, New South Wales may seek amendment of this Agreement as a result of such enactment or commencement. NOT USED~~

Milestones

- 37 ~~This Agreement establishes milestones as given in Attachment 4 and Parties will report annually on their achievement during the first five years, using an appropriate public reporting mechanism. NOT USED~~

Five-yearly review

- 38 ~~Within each five year period, a review of the performance of the Agreement will be undertaken. The purpose of the five-yearly review is to provide an assessment of progress of the Agreement against the established milestones, and will include:~~ NOT USED
- ~~(a) The extent to which milestones and obligations have been met, including management of the National Estate;~~
 - ~~(b) The results of monitoring of Sustainability Indicators; and~~
 - ~~(c) Invited public comment on the performance of the Agreement.~~
- 39 ~~While the review process will not open up the Agreement to re-negotiation, both Parties may agree to some minor modifications to incorporate the results of the review as per clause 8:~~ NOT USED
- 40 ~~The outcomes of the review will be made public. The mechanism for the review will be determined by both Parties before the end of the five-year period and the review will be completed within three months.~~ NOT USED
- 41 ~~The Commonwealth will table in the Commonwealth Parliament the signed Regional Forest Agreement and, when completed, the annual reports detailing achievement of the milestones for the first four years of the Agreement and the first five-yearly review on performance against milestones and commitments.~~ NOT USED

ECOLOGICALLY SUSTAINABLE FOREST MANAGEMENT (ESFM)

- 42 The Parties agree that ESFM is an objective which requires a long term commitment to ~~continuous~~ continual improvement and that the key elements for achieving it are:
- (a) The establishment and maintenance of a ~~the~~ CAR Reserve System (Attachment 1);
 - (b) ~~The development of internationally competitive forest products industries~~ Efficient and sustainable wood production and wood products industries based on maximising value-adding opportunities and efficient use of wood resources; and
 - (c) An integrated, complementary and strategic forest management systems Forest Management Framework capable of responding to new information, including climate change risks and adaptation responses.
- 43 ~~The Parties recognise that many of the existing New South Wales processes and regulations are designed to produce effective outcomes in terms of fauna, flora, soil and water conservation on State forests. These elements provide a sound basis for the further development of systems and processes to achieve ESFM. The Parties recognise that the NSW Forest Management Framework is designed to produce effective outcomes for fauna, flora, soil and water conservation, and heritage~~

values on State forests and provides a sound basis for implementation and continual improvement of such to achieve ESFM.

- 44 ~~New South Wales confirms its commitment to the achievement of ESFM on Public and Private Land consistent with the principles of Ecologically Sustainable Forest Management at Attachment 14, and to the ongoing review and subsequent implementation of its legislation, policy, plans, Codes and Regional Prescriptions to ensure ESFM objectives can be achieved in a more efficient regulatory environment.~~ New South Wales confirms its commitment to the ongoing implementation and achievement of ESFM on both Public Land and Private Land through the continued implementation and improvements to its Forest Management Framework and adaptive management in accordance with the ESFM principles in Attachment 14.

Monitoring and reporting on Ecologically Sustainable Forest Management

- 45 ~~New South Wales agrees that in providing for ESFM, its Forest Management System will be amended to implement the undertakings of this Agreement, including those specified in Attachments 5 and 7. The Parties recognise that:~~
- (a) the Forest Management Framework is enhanced by adaptive management and continuing mechanisms to monitor, report and review the sustainability of forest management policies and practices;
 - (b) fostering stakeholder understanding of ESFM in NSW is important; and
 - (c) a range of processes and instruments exist which provide for public participation and consultation, as outlined in the summary document titled 'Overview of the New South Wales Forest Management Framework'.

Monitoring, Reporting and Consultative Mechanisms

- 46 New South Wales undertakes to:
- (a) ~~Maintain a Forest Agreement covering the Eden region for the duration of this Agreement;~~ Review and update the summary document titled 'Overview of the New South Wales Forest Management Framework', which describes the Forest Management Framework at a given point in time, as a minimum for each five-yearly review period;
 - (b) ~~Complete and publish plans of management for areas dedicated under the National Parks and Wildlife Act 1974 (NSW) by 1 January 2002;~~ Use best endeavours to ensure that plans of management are developed and implemented for Dedicated Reserves under the National Parks and Wildlife Act 1974 (NSW) and for flora reserves under the Forestry Act 2012 (NSW) ensuring review and revision on a regular basis;
 - (c) ~~Complete and publish a Regional ESFM Plan for State forests under the Forestry Regulation 1994 (NSW) under the Forestry Act 1916 (NSW) by 1 April 2000;~~ Implement the Regional ESFM Plan applicable to the Eden region (currently the Forest Management Plan for the Coastal Forests of

- NSW (FCNSW 2016)) – or an equivalent instrument – ensuring review and revision on a regular basis;
- (d) Implement the Forest Management Zoning system for the Eden region by 1 October 1999; Ensure that the Forest Management Zoning system for the Eden region is maintained, implemented and reviewed on a regular basis;
 - (e) Manage cultural values, both Aboriginal and non-Aboriginal, in the Eden region, in accordance with guidelines developed by New South Wales to meet the requirements in the EPBC Act, *National Parks and Wildlife Act 1974* (NSW) and the *Heritage Act 1977* (NSW), as amended from time to time, or as provided in future State legislation protecting and recognising Aboriginal culture and heritage or non-Aboriginal cultural heritage; according to guidelines for the Eden region as outlined in clause 79, Attachment 3 and the principles in Attachment 9;
 - (f) Develop and implement an inventory system for regrowth forests and review the calculation of Sustainable Yield using methods consistent with Attachment 11 and the principles and processes used in the Forest Resource and Management Evaluation System (FRAMES), in time for the first RFA review; Manage availability of timber resources for the State forest estate in accordance with Sustainable Yield estimates calculated using FRAMES or an equivalent, including to:
 - (i) take account of climate risks and adaptation responses;
 - (ii) ensure that FRAMES or an equivalent for the Eden region is maintained and continually improved and provide periodic reviews of wood product yields as documented in Attachment 11;
 - (iii) undertake and make publicly available an independent review of Sustainable Yield estimates for the Eden region during each five-yearly review period;
 - (g) Grant within three months of the date of this Agreement and maintain Maintain for the duration of this Agreement an Integrated Forestry Operations Approval covering the Eden region, consistent with Attachments 1, 2 and 7;
 - (h) Develop and implement environmental management systems in accordance with the principles outlined in Attachment 7 within five years. Maintain and implement a management system for public Forests that meets the criteria for an environmental management system meeting the requirements of ISO 14001 and demonstrates ESFM;
 - (i) Identify and integrate relevant climate risks and adaptation responses into the monitoring, evaluation and reporting requirements in Regional ESFM Plans and plans of management under the *National Parks and Wildlife Act 1974* (NSW);
 - (j) Ensure that there is a transparent, systematic and credible process for investigating alleged environmental incidents reported by members of the public in relation to Forestry Operations on Public and Private Land and

that information about regulatory actions are made publicly available where appropriate; and

- (k) Establish and maintain a coordinated forum for stakeholder engagement.

Sustainability Indicators

46A Pursuant to clause 8F, the State will continue to publicly report on the results of monitoring of Sustainability Indicators every five years to align with and inform the five-yearly reviews required under this Agreement and reporting will be under the headings of the Montreal Process Criteria in Attachment 8.

~~47 New South Wales will report on the results of monitoring of the Sustainability Indicators which are described in Attachment 9 of its *Eden Region Forest Agreement*. Reporting against the indicators will be consistent with the framework document *A Framework of Regional (Sub-National) Level Criteria and Indicators of Sustainable Forest Management in Australia* (Department of Primary Industries and Energy 1998) The Parties recognise that the document *Ecologically Sustainable Forest Management Criteria and Indicators for the NSW Forest Agreement regions* (EPA 2017) is consistent with *Australia's Sustainable Forest Management Framework of Criteria and Indicators 2008 – Policy Guidelines* (Commonwealth of Australia 2008) developed by the Montreal Process Implementation Group for Australia (MIG).~~

~~48 Comprehensive Regional Assessments and the development of this Agreement have provided extensive opportunities for public participation and reporting. Parties recognise that the public reporting activities and on-going opportunities for public participation and consultation associated with existing New South Wales and Commonwealth processes and instruments will continue. A range of these processes and improvements are listed in Attachment 5. New South Wales agrees to review and revise its Sustainability Indicators to align with any relevant review of Sustainability Indicators at a national level.~~

~~49 As required by the *Forestry and National Park Estate Act 1998* (NSW) New South Wales will report annually to Parliament on compliance with any Integrated Forestry Operations Approval for the Eden region and the New South Wales *Eden Region Forest Agreement*. New South Wales will also furnish a copy to the Commonwealth. NOT USED~~

Accreditation

~~50 The Commonwealth accredits as providing for continuing improvement in ESFM New South Wales' Forest Management System (including its legislation, policies, Codes for the Eden region, plans and management practices applying to both Public and Private land), as agreed to be amended in this Agreement, particularly those amendments to the Forest Management System described in clauses 46(a), (c), (f), (g), (h) and 56. The System includes: NOT USED~~

- ~~• The New South Wales *Eden Region Forest Agreement*;~~
- ~~• Integrated Forestry Operations Approvals for the Eden region;~~

- ~~Regional ESFM Plan for the Eden region;~~
- ~~New South Wales processes for forecasting Sustainable Yield from the Eden region;~~
- ~~Codes of Practice and Eco Field Guides;~~
- ~~The SFNSW Native Forest Management System; and~~
- ~~The NPWS Environmental Management System.~~

51 ~~The Parties note that export controls on the export of Unprocessed Wood and Woodchips sourced from New South Wales plantations have been removed in accordance with the Export Control (Unprocessed Wood) Regulations (C'wth), following accreditation and approval of the Codes of Practice applying to plantations. NOT USED~~

Sustainability Indicators

52 ~~Parties agree that the current Forest Management System will be enhanced by implementing mechanisms to monitor and review the sustainability of forest management practices. To ensure this occurs, Parties agree that: NOT USED~~

- (a) ~~The Sustainability Indicators referred to in clause 46 are consistent with the Montreal Process Criteria in Attachment 8, and take into account the *Framework of Regional (Sub National) Level Criteria and Indicators of Sustainable Forest Management in Australia* developed by the MIG;~~
- (b) ~~Both Parties agree that the indicators referred to in clause 46 are to be trialed and assessed during the first five year period to ensure they are practical, measurable, cost effective and capable of being implemented at the regional level;~~
- (c) ~~Reporting on the indicators referred to in clause 46 will be under the headings of the Montreal Process Criteria as in Attachment 8; and~~
- (d) ~~Both Parties agree to further develop, review, and if necessary revise Sustainability Indicators in time for the first five yearly review.~~

Private Land

53 The Parties reaffirm their commitments made in the *National Forest Policy Statement (1992)* to the conservation and management of the private forest estate Forest Estate. The Parties note that Forestry Operations on Private Land in New South Wales are undertaken in accordance with the Private Native Forestry Code of Practice. The Parties note that New South Wales has provisions under the *Native Vegetation Conservation Act 1997* Local Land Services Act 2013 (NSW) for native vegetation retention controls to regulate the clearance of native forest on Private Land.

53A New South Wales confirms that the CAR Reserve System is being maintained and implemented through this Agreement, including Attachment 12, and that

conservation levels achieved will not subsequently be used as a basis for preventing timber harvesting in accordance with the Private Native Forestry Code of Practice applying to the Eden region being carried out on Private Lands. Consistent with clause 18 this is not to be interpreted as preventing voluntary conservation measures and mechanisms to protect CAR Values on Private Land.

53B The Parties will use best endeavours to ensure any changes to the Regional Prescriptions applied to Private Land will not subsequently lead to a net deterioration in Environment and Heritage Values on Private Land.

53C The Parties recognise that Values Protected by Prescription on Private Land will be protected during Forestry Operations by adherence to Regulatory Instruments including the Private Native Forestry Code of Practice applying to the Eden region.

~~54 The Parties agree to encourage private forest owners to ensure that their management operations are~~ recognise the Private Native Forestry Code of Practice, applying to Forestry Operations on Private Land in the Eden region, which requires Forestry Operations to be consistent with ESFM practices.

55 CAR Values which are priorities for the CAR Reserve System and which occur on Private Land will be dealt with by the principles and mechanisms outlined in Attachments 1 and 12. Parties agree the values listed at Attachment 12 can be managed consistently with the JANIS Reserve Criteria through a range of mechanisms, with the consent of the ~~land owner~~ Private Land Owner, as specified in Attachment 12. Priorities for protection of Forest Ecosystems as at 1999 are given in Table 1 of Attachment 12. ~~All conservation mechanisms for the establishment of the Private Land component of the CAR Reserve System will be voluntary.~~

55A 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 that will facilitate the voluntary participation by Private Land 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.

~~56 New South Wales agrees to produce a code of practice for timber harvesting of native forest on Private Lands by the first five yearly review. NOT USED~~

Threatened Flora and Fauna

~~57 The Parties agree that the CAR Reserve System, actions under the New South Wales Biodiversity Strategy, *Threatened Species Conservation Act 1995* (NSW), and the *Endangered Species Protection Act 1992* (C'wlth), *Forestry and National Parks Estate Act 1998* (NSW) and the application of a range of management strategies, management plans and the Integrated Forestry Operations Approval will provide for the protection of rare or threatened flora and fauna species and ecological communities. NOT USED~~

~~58 Where threatened species, ecological communities and threatening processes restricted to New South Wales are listed under both the *Threatened Species Conservation Act 1995* (NSW) and the *Endangered Species Protection Act 1992*~~

~~(C'wth), any new or revised Recovery Plans or Threat Abatement Plans will be jointly prepared to meet the requirements of both Acts. Where Recovery Plans or Threat Abatement Plans under the *Threatened Species Conservation Act 1995* (NSW) meet the requirement of the *Endangered Species Protection Act 1992* (C'wth), the Commonwealth will consider adopting them under Section 46 of the *Endangered Species Protection Act 1992* (C'wth).~~ NOT USED

- 59 ~~The Parties agree that the management prescriptions or actions identified in jointly prepared and agreed Recovery Plans or Threat Abatement Plans, will be implemented as a matter of priority, including through the Integrated Forestry Operations Approval on State forest.~~ NOT USED
- 60 ~~— Both Parties note that the Recovery Plan for the Long Footed Potoroo is currently being considered for adoption under Section 46 of the *Endangered Species Protection Act 1992* (C'wth) and the *Threatened Species Conservation Act 1995* (NSW).~~ NOT USED
- 61 ~~Recovery Plans for items listed under both Acts and extending beyond New South Wales will be prepared jointly with New South Wales and other relevant governments to be considered for adoption under Section 46 of the *Endangered Species Protection Act 1992* (C'wth).~~ NOT USED
- 62 ~~Parties will continue to consult on the priorities for listing threatened species, ecological communities and threatening processes, and the preparation of Recovery Plans, recognising that priorities can change in the light of new information. Currently agreed priorities and commitments for the next five years are outlined in Attachment 2.~~ NOT USED

THE CAR RESERVE SYSTEM

- 63 ~~Parties agree that the primary function of the CAR Reserve System is to ensure the conservation and protection of Environment and Heritage Values. 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 identified in Attachment 1.~~
- 63A The Parties agree that the CAR Reserve System will continue to support the long-term conservation and protection of Environment and Heritage Values, including Listed Species and Communities.
- 64 The Parties agree that the CAR Reserve System as identified on Map 1 and presented in Attachment 1 and Attachment 12, and as amended from time to time, satisfies the JANIS Reserve Criteria. Each element of the CAR Reserve System will be administered in accordance with New South Wales legislation.
- 64A The Parties agree that the CAR Reserve System established in accordance with this Agreement (including as it has been progressively added to and as further defined in Attachment 1 and Attachment 12), comprises:
- (a) Dedicated Reserves; and

- (b) Informal Reserves; and
- (c) areas with CAR Values Protected by Prescription; and
- (d) Private Land with CAR Values protected under secure management arrangement by agreement with Private Land Owners.

Action to manage the CAR Reserve System on public land

65 New South Wales agrees to implement, manage and conserve the CAR Reserve System described in Attachment 1 and identified on Map 1.

65A The State will manage and conserve the Dedicated Reserve and Informal Reserve elements of the CAR Reserve System consistent with its obligations in relation to the relevant statutory principles and values of reservation set out in Part 4, Division 2 of the *National Parks and Wildlife Act 1974* (NSW), or obligations under the *Forestry Act 2012* (NSW).

65B The Parties agree that through the acquisition of Private Land (by voluntary sale), transfer of lands of the Crown, or transfer of land from an existing reserve tenure to one of higher conservation protection status, enhancements to the CAR Reserve System could occur. Both Parties agree to use best endeavours to prevent such enhancements to the CAR Reserve System from impeding access to State forest lands.

65C In the incorporation into the CAR Reserve System of lands of the Crown over which a licence or occupational permit is held NSW will:

- confirm the presence of CAR Values needed for reservation;
- through consultation, take into consideration any existing interests in the land of the licence or permit holder;
- ensure where practicable that suitable transition arrangements apply; and
- ensure that practical and legal access remains available where such access to adjacent private, licensed or leased land currently crosses or falls within land to be added to the CAR Reserve System under this Agreement.

66 ~~Parties agree that changes to the CAR Reserve System will only occur in accordance with this Agreement, will be made publicly available, and will not lead to deterioration in the representation or protection of identified CAR Values, except that minor changes to the levels of representation or protection of specific CAR Values may occur as a result of actions that are in accordance with this Agreement.~~ The Parties agree to ensure changes to the CAR Reserve System 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 1999, noting that minor changes to the levels of representation or protection of identified CAR Values may occur as a result of actions that are in accordance with this Agreement.

66A New South Wales will:

- (a) discuss with and notify the Commonwealth of any proposed changes to the CAR Reserve System that will significantly impact Forestry Operations, wood supply to industry, or change the Sustainable Yield of the region by more than one per cent;
- (b) not make any changes to the CAR Reserve System that would reduce the total percentage for each Forest Ecosystem, non-forest ecosystem or Old Growth forest below the targets set in the JANIS Report, noting that minor changes may occur as a result of actions that are in accordance with this Agreement; and
- (c) use best endeavours to not reduce the Dedicated Reserve component of the CAR Reserve System to below the level of protection as at December 2017 as contained in Attachment 1 Clause 5 to this Agreement noting that minor changes may occur as a result of actions that are in accordance with this Agreement.

66B The State will maintain public records indicating the location, extent and purpose of any amendment to those elements of the CAR Reserve System in Informal Reserves or Values Protected by Prescription categories and the net impact that any amendments have on CAR Values.

Environment and Heritage Values

Protection of Environment and Heritage Values

67 The Parties agree that best endeavours will be used to maintain the levels of protection of Environment and Heritage Values National Estate Values in a regional context; however, minor changes to the levels of protection of individual values may occur as a result of changes to the CAR Reserve System in State forest.

67A The Parties agree that the CAR Reserve System, established in accordance with this Agreement, and the application of the Forest Management Framework, protects Environment and Heritage Values.

Climate change

67B The State agrees to manage its Forests in accordance with the NFPS objectives and policies as they relate to climate change, adaptation and carbon.

67C The Parties acknowledge:

- (a) climate change is driving more extreme weather events that will impact on Forest Management, including Biodiversity and Listed Species and Communities, resource availability, and risk management for projected increases in frequency and magnitude of hazards including fire, floods,

storms, sea level rise and heatwaves;

- (b) integrating climate change adaptation into Forest Management is required to build resilience and manage climate risks and meet the objectives of ESFM; and
- (c) the need to manage Forests to maintain or enhance the contribution of all elements of the Forest Estate to the effective management of carbon within the carbon cycle.

Environmental processes within forests

67D The State agrees to manage its Forests in accordance with the NFPS objectives and policies as they relate to water supply and catchment management and implement Forest Management practices that seek to:

- (a) ensure the availability of reliable, high-quality water supplies from forested land and to protect catchment values;
- (b) minimise soil compaction and soil disturbance to encourage healthy forest growth and minimise downstream impacts.

INDUSTRY AND REGIONAL DEVELOPMENT STABILITY

68 The Parties agree that State forest outside the CAR Reserve System is available for timber harvesting in accordance with this Agreement and the laws of New South Wales.

69 ~~The Parties will use best endeavours to ensure agree that any changes to the total area of State forest or areas excluded from timber harvesting or Regional Prescriptions applied to State forest will not lead to a net deterioration in the capacity to supply wood from the Eden region in terms of the volumes as specified in this Agreement and in terms of species and quality.~~

70 ~~(a) The Parties acknowledge that the forest based industries in the Eden region contribute to both the regional and State economies and are an essential component of many communities in the region. The Parties intend that this Agreement will enhance opportunities for further growth and development of forest based industries in the Eden region.~~

~~(b) The Agreement will provide long term stability for these industries through including long term certainty of timber supply. This stability will facilitate industry development through:~~

~~(i) New investment, Plantation development, reforestation, downstream processing, value adding and jobs growth in forests based industries;~~

~~(ii) Further introduction of new technology, enhanced utilisation of regrowth timber for sawn products, thinning of regrowth forests and more efficient utilisation of residue wood;~~

~~(e) There will be significant economic opportunities in other forest-based industries, such as:~~

~~(i) tourism and recreation; and~~

~~(ii) mineral exploration and Mining.~~

In recognition of the contribution of timber and forest-based industries to the New South Wales' economy, the Parties intend that this Agreement will support future growth and development of New South Wales' industries associated with Forests and timber products specifically through:

(a) certainty of resource access for the timber and forest-based industries;

(b) encouraging increased production of Plantation-grown timber to supplement wood supply from native Forests;

(c) facilitating timber and forest-based industries growth and development, in areas such as:

- skills retention and workforce development;
- research, innovation and extension;
- strategic marketing, communications and education;
- essential and strategic infrastructure;
- resource management and access; and
- regulatory modernisation;

(d) providing for other forest based industries, including:

- security of access to the Mining industry by continuing to recognise defined land tenures which allow for Mineral Exploration and Mining subject to the requirements of State and Commonwealth legislation; and
- facilitating economic opportunities for tourism and recreation.

71 As part of providing greater security of access to forest resources, the Commonwealth will not prevent enterprises obtaining, using or exporting the quantities of timber, Woodchips ~~or~~ and Unprocessed Wood products sourced from the Eden region in accordance with this Agreement.

72 ~~The Parties note that the New South Wales Eden Region Forest Agreement establishes the sustainability strategy for timber supplies. New South Wales will implement Sustainable Yield in accordance with Attachment 11 to this Agreement.~~

72A New South Wales will ensure Sustainable Yield is calculated and managed consistent with the ESFM principles at Attachment 14.

73 New South Wales agrees to ~~supply to sawmills in~~ make Forest Products available to timber and Forest-based industries, at volumes no greater than Sustainable Yields for the Eden region, as amended from time to time and determined in accordance with Attachment 11, a minimum of 25 000 m³ per annum of Quota

~~Sawlogs for the first five years and a minimum of 24 000 m³ per annum of Quota Sawlogs for the subsequent 15 years of the term of this Agreement. In addition, a minimum of 345 000 tonnes per annum of Pulpwood for 20 years is to be supplied from the Eden region. From this Pulpwood, up to 23 000 m³ per annum of suitable material will be selected to be supplied as non-quota Sawlogs for 20 years.~~

- 74 ~~NOT USED~~ New South Wales agrees to regularly offer, through an open tendering or other competitive process, non-quota specialty Sawlogs and craftwood sourced in the Eden region for the duration of this Agreement. The offers will be structured in terms of species, specifications, supply and volumes such that it will be feasible for users of low quantities of timbers to apply. Applications will be sought periodically through advertisements in regional newspapers and consultation with potential buyers.
- 75 ~~NOT USED~~ New South Wales agrees that if any timber becomes available through the harvesting trials outlined in its *Eden Region Forest Agreement* it all will be made available to industry provided this is consistent with this Agreement, including the provisions relating to Ecologically Sustainable Forest Management, and that there are no adverse environmental effects, including deleterious effects on CAR Values.
- 76 New South Wales agrees that the timber volumes made available under this Agreement will be reviewed using the processes described in clause 46 (f) and in accordance with the provisions of this Agreement. Any additional sustainable timber volumes identified in this way will be made available to industry provided this is consistent with this Agreement, including the provisions relating to Ecologically Sustainable Forest Management ESFM, and that there are no adverse environmental effects, including deleterious effects on CAR Values or Matters of National Environmental Significance.
- 77 Wherever possible New South Wales will enhance silvicultural programs and reforestation works to improve the productive capacity of State forests.
- 78 ~~Both Parties are committed to the development and implementation of hardwood timber industry development initiatives through the Forest Industries Structural Adjustment Program. Both Parties agree that this Agreement will promote the following objectives: NOT USED~~
- ~~(a) increasing the yield of Sawlogs, and bringing forward the time of harvest for Sawlogs from the region's regrowth forest,~~
 - ~~(b) increasing the recovery of sawn timber from residue wood through the development of a recovery mill,~~
 - ~~(c) maximising opportunities for employment in the timber and forest industry and for any workers displaced as a result of the implementation of the CAR Reserve System; and~~
 - ~~(d) development of an environmental management system, and MIG criteria and indicator monitoring program to ensure that Forest Products from the region are accredited under the ISO14000 series.~~

INDIGENOUS ABORIGINAL CULTURE AND HERITAGE

79 New South Wales agrees to ~~develop~~ maintain, implement and regularly review guidelines and a ~~package of other measures that will be implemented~~ to ensure the appropriate management of Aboriginal heritage including the maintenance of traditional historic uses and values, and to facilitate ongoing Aboriginal involvement of Aboriginal people in the management of natural and cultural values of relevant forested land of the Eden region. The principles to be applied are at ~~Attachment 3 and~~ Attachment 9.

79A The Parties agree that the Forest Management Framework provides a framework for the protection of Aboriginal cultural heritage values that aligns with the NSW legislative framework for Aboriginal cultural heritage management, including in relation to consultation and ongoing involvement with Aboriginal people and managing the impacts of Forestry Operations on Aboriginal cultural heritage values.

79B The Parties commit to ongoing involvement of Aboriginal people in Forest Management and as required by the Aboriginal Cultural Heritage Advisory Committee (or any successor) in relation to protection of significant sites and places.

80 This Agreement is not intended to influence either current or future ~~Native Title~~ native title claims in any way. The Parties acknowledge that if any implementation of this Agreement affects any native title rights and interests such implementation must be in accordance with the *Native Title Act 1993* (~~C'with~~ Cth).

80A The Parties recognise that Aboriginal Land Councils in NSW can claim land vested in the Crown to compensate Aboriginal persons for historic dispossession of land and to support their social and economic development under the *Aboriginal Land Rights Act 1983* (NSW). Under section 36AA of the *Aboriginal Land Rights Act 1983* (NSW), Aboriginal Land Councils can also negotiate Aboriginal Land Agreements. The Parties agree that during the life of this Agreement its provisions do not restrict the rights of Aboriginal Land Councils to make land claims or have existing land claims determined over land the subject of this Agreement, or negotiate rights to use and enjoy such land as part of an Aboriginal Land Agreement under the *Aboriginal Land Rights Act 1983* (NSW).

80B In acknowledging the ongoing aspirations of Aboriginal persons to future ownership and/or roles in the management of Crown lands, the State agrees, so far as possible, not to transfer Public Land the subject of this Agreement to any other entity or authority unless:

(a) if the land includes land for which a claim has been made under the *Aboriginal Land Rights Act 1983* (NSW), written consent for the transfer of the land has been given by:

(i) the Local Aboriginal Land Council for the Local Aboriginal Land Council area (as defined in that Act) in which the land is located, and

- (ii) where the claim is made by the New South Wales Aboriginal Land Council, the New South Wales Aboriginal Land Council, and
- (b) in any other case, the State has given notice of its intent to transfer the land to the New South Wales Aboriginal Land Council, and to the Local Aboriginal Land Council within whose constituted area the land is situated.

80C The Parties recognise the *United Nations Declaration on the Rights of Indigenous Peoples*, including the right for the Aboriginal people of New South Wales to practise and revitalise their cultural traditions and customs. This includes the right to maintain, protect and develop their cultural traditions and customs.

PLANTATIONS

81 ~~The Parties recognise that export controls have been removed from Unprocessed Wood and Woodchips sourced from New South Wales plantations in accordance with the Export Control (Unprocessed Wood) Regulations (C'wth).~~ The Parties note that export controls on the export of Woodchips and Unprocessed Wood sourced from New South Wales Plantations have been removed in accordance with the *Export Control Act 1982* (Cth).

81A The Parties encourage the establishment and use of Plantation forests on existing essentially cleared land to generate social and economic values.

OTHER FOREST USES

82 The Parties agree that ~~forest~~ Forest uses other than timber production will be determined in accordance with New South Wales legislation with due regard for 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.

Mineral Exploration and Mining Operations

83 The Parties recognise that under the *National ~~Park~~ Parks and Wildlife Act 1974* (NSW), issuing of new Mineral Exploration and Mining titles is not permitted (except by Act of Parliament) in national parks or historic sites, nature reserves, ~~state~~ State game reserves, karst conservation reserves, Aboriginal areas and regional parks.

84 The Parties agree that Mining Operations are permitted within parts of the CAR Reserve System ~~to the extent permitted by relevant State or Commonwealth legislation which are State forest or Crown Reserves in Attachment 1.~~ A In addition to any requirements for the protection of Matters of National Environmental Significance under the EPBC Act, a condition of Mining Operations in Informal Reserves and areas with Values Protected by Prescription is that: CAR Values that are compatible with those Mining Operations be maintained; and for CAR Values not compatible with those Mining Operations, conservation be provided for elsewhere. Where a Mining Operation is not

compatible with that part of the CAR Reserve System described as ~~values protected by prescription~~ Values Protected by Prescription in Attachment 1, ~~NSW the State~~ will use best endeavours to ensure that conservation of these values is provided for elsewhere.

- 85 New South Wales will ensure that any proposed Mining Operations will be subject to environmental impact assessment (including species impact statements where required) under the provisions of the *Environmental Planning and Assessment Act 1979* (NSW). Mining Operations will be subject to the *Mining Act 1992* (NSW), ~~and the *Petroleum (Onshore) Act 1991* (NSW), the *Protection of the Environment Operations Act 1997* (NSW), and the EPBC Act.~~ Mining will be in accordance with an approved Mining Operations Plan and Annual Environmental Management Reports. Rehabilitation of any sites disturbed by Mining Operations will be carried out in accordance with the provisions of the relevant statutes (including the *Environmental Planning and Assessment Act 1979* (NSW) and the *Mining Act 1992* (NSW)) ~~and it will aim to achieve world's best practice.~~

COMPETITION PRINCIPLES

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

RESEARCH

- 87 ~~The results of the Comprehensive Regional Assessments of the forest values of the Eden region indicated a number of areas requiring further research. New South Wales will establish a Research Liaison Committee to identify research priorities relating to forest management and publish a list of priorities within 12 months. 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. Parties have outlined themes for further research in Attachment 6.~~
- 88 ~~In developing priorities, the Research Liaison Committee will take account of priorities arising out of the Comprehensive Regional Assessment process for the Eden region, particularly those outlined in the document titled *Ecologically Sustainable Forest Management for the Eden RFA Assessment and Report on Knowledge and Information for Ecologically Sustainable Forest Management.* The Parties agree to hold discussions on research themes and coordination as part of annual meetings pursuant to clause 8B.~~

89 New South Wales will prepare ~~by the first~~ for each five-yearly review, a Compendium compendium of New South Wales Forest ~~Research research~~ that will provide a bibliography of research in progress as well as published and unpublished works.

89A The Parties agree to document relevant Forest research undertaken in each reporting period and to update research themes in each five-yearly Progress Report.

90 The Parties agree to consult each other in the development of joint research projects that may affect the Agreement and note that the subject ~~areas~~ themes and priorities may change throughout the duration of the Agreement.

91 The Parties agree to make publicly available, wherever possible, research reports relevant to this Agreement.

DATA AGREEMENT

92 ~~Parties agree to develop an agreement concerning the management of the data including models used to develop this Agreement within six months of the date of this Agreement. The data agreement will cover:~~

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

The data principles at Attachment 13 will form the basis for the data agreement. The Parties recognise that the implementation and monitoring of this Agreement depends on appropriate mutual access to and availability of relevant information owned and held by each of them. The Parties agree to manage and provide access to data, including models used to develop and implement this Agreement.

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

PART 3

Nature of Obligations under this Part

- 94 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

- 95 New South Wales will for the duration of the Agreement:

95.1 ~~NOT USED~~ ~~In accordance with clause 86, under the Competition Principles Agreement review legislation and policies relevant to the allocation and pricing of hardwood logs from State forest by the end of 1999;~~

95.2 ~~In accordance with clause 49, and~~ Report annually to the New South Wales Parliament on compliance with any Integrated Forestry Operations Approval applying to the Eden region as required by the *Forestry and National Parks Estate Act 1998* *Forestry Act 2012* (NSW) report annually to Parliament on compliance with any Integrated Forestry Operations Approval for the Eden region and the New South Wales *Eden Region Forest Agreement*;

95.3 ~~In accordance with clauses 35 and 49, furnish to~~ Notify the Commonwealth within 14 days that:

- (a) ~~a copy of the annual reports on the New South Wales *Eden Region Forest Agreement* and Integrated Forestry Operations Approval for the Eden region, required by section 21 of the *Forestry and National Parks Estate Act 1998* (NSW) is available on a relevant State government website;~~
- (b) ~~a copy of any Forest Agreement and Integrated Forestry Operations Approval for the Eden region, and any amendments to those that documents is available on a relevant State government website;~~
- (c) ~~notification of there has been a termination, suspension or revocation of any Forest Agreement or Integrated Forestry Operations Approval applying to the Eden region; or~~
- (d) there has been a termination of any Private Native Forestry Code of Practice applying to the Eden region;

95.4 ~~In accordance with clause 46(a), maintain~~ Implement and maintain an Forest Agreement covering Integrated Forestry Operations Approval applicable to the Eden region for the duration of this Agreement;

95.5 ~~In accordance with clause 46(c), complete and publish a~~ Implement and periodically review the Regional ESFM Plan containing the Ecologically Sustainable Forest Management strategy for State forests in the Eden region

made under the *Forestry Regulation 1994 2012* (NSW) under the *Forestry Act 1916 2012* (NSW) by 1 April 2000;

- 95.6 ~~In accordance with clause 46 (f) develop and implement an inventory system for regrowth forests and review the calculation of Sustainable Yield, using methods consistent with Attachment 11 and the principles and processes used in the Forest Resource and Management Evaluation System (FRAMES), in time for the first RFA review; Maintain a forest yield estimation system for State forest and periodically review the calculation of Sustainable Yield consistent with Attachment 11;~~
- 95.7 ~~In accordance with clause 56, produce a code of practice for timber harvesting of native forest on Private Lands by the first five yearly review; Implement and maintain a Private Native Forestry Code of Practice applying to the Eden region;~~
- 95.8 ~~In accordance with clause 46(g), grant within three months of the date of this Agreement and maintain for the duration of this Agreement an Integrated Forestry Operations Approval covering the Eden region consistent with Attachments 1, 2, 3 and 7; Discuss with and notify the Commonwealth on proposed changes of a significant nature to the Forest Management Framework;~~
- 95.9 ~~In accordance with clause 46(g), develop and implement~~ Implement and maintain environmental management systems in accordance with the principles outlined in Attachment 7 ~~within five years.~~

96 The Commonwealth will:

- 96.1 Not prevent enterprises obtaining, using or exporting ~~the quantities of~~ timber, Woodchips ~~or~~ and Unprocessed Wood products sourced from the Eden region in accordance with this Agreement;
- 96.2 ~~Maintain accreditation of New South Wales' Forest Management System for the Eden region as agreed to be amended in this Agreement as set out in clause 50 providing any changes to the system are consistent with the provisions of this Agreement. Recognise that the Forest Management Framework, as amended from time to time and as it applies to the Eden region, demonstrates~~ continual improvement, for the purposes of ESFM and relevant provisions of this Agreement.

Compensation

97 The Parties agree that:

- 97.1 If to protect the Environment and Heritage Values in native forests and in connection therewith the protection of:
- (a) CAR Values; or
 - (b) National Estate Values; or
 - (c) World Heritage Values; or

(d) 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:

- (e) 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 in which mineral exploration and mining is prohibited pursuant to a statutory licence, permit or authority permitting those Mining Operations or Extractive Operations which was in force immediately prior to the announcement of the proposed Commonwealth Action; or,
- (f) 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 or Extractive Materials sourced from land which is not included within the CAR Reserve System or land within that system but not within a Dedicated Reserve in which mineral exploration and mining is prohibited 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,
- (g) 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 clauses 97.2 to 97.20.

97.2 Subject to:

- (a) clauses 97.3, 97.4, 97.5, 97.6, 97.8, 97.9, 97.10, 97.11 and 97.12 the compensation to be paid by the Commonwealth to the State in accordance with clause 97.1 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 97.1 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 97.3, 97.4, 97.5, 97.6, 97.7, 97.8, 97.10, 97.11 and 97.12 the compensation to be paid by the Commonwealth to the State in accordance with clause 97.1 in relation to the prevention by Commonwealth Action of the use of land for Mining Operations or Extractive Operations or the first sale or first commercial use of Mining Products or Extractive Materials 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 97.1 occurred, by any person carrying on Mining Operations or Extractive Operations on the land pursuant to a statutory licence, permit or authority permitting those operations which was in force immediately prior to the announcement of the proposed Commonwealth Action.

(c) clauses 97.3, 97.6, 97.8, 97.9, 97.11 and 97.12 the compensation to be paid by the Commonwealth to the State in accordance with clause 97.1 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 97.1 occurred, by any person who, immediately before the announcement of the proposed Commonwealth Action, was contracted to construct that road.

97.3 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.

97.4 The State warrants that no claim will be made in respect of areas where Forestry Operations or Mining Operations or Extractive 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.

97.5 The State warrants that no claim will be made in respect of Forest Products or Mining Products or Extractive Materials 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.

97.6 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.

- 97.7 To the extent that clause 97.2(b) relates to loss or damage in respect of an exploration licence or assessment lease, 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 or lease relates that is affected by the Commonwealth Action; and
 - (b) up to the loss in market value of that licence or lease resulting from the prevention of the Mining Operations or Extractive Operations.
- 97.8 Any claim made by the State hereunder is to be notified in writing within six months after the loss or damage is sustained.
- 97.9 For the purposes of clauses 97.1(e) and (g), the intention to conduct Forestry Operations, or the intention to construct roads 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.
- 97.10 For the purposes of clause 97.1(f), 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.
- 97.11 No compensation is payable under clause 97.2 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.
- 97.12 Clause 97.2 does not apply so as to entitle the State to recover compensation more than once in respect of the same loss or damage.
- 97.13 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 30 days after the receipt of the 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 10;

- (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 10 to 14 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 1984* (NSW) which are, to the extent permitted by the *Judiciary Act 1903* (C'wlth) and the Commonwealth constitution, incorporated by reference into this Agreement.

97.14 The procedure in relation to any arbitration required by reason of the provisions of clause 97.13 is as follows:

- (a) The Parties must meet to appoint an arbitrator within seven 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 or Territory 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, in accordance with the *Commercial Arbitration Act 1984* (NSW), inform himself or herself, in relation to any matter in such manner as the arbitrator thinks fit; provided that if the arbitrator takes advice from any person who is not a Party to this Agreement as to the matters in issue, 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.

97.15 Unless the Commonwealth appeals the decision of the arbitrator under the *Commercial Arbitration Act 1984* (NSW), and subject to clause 97.18, the Commonwealth undertakes to pay the State the amount of any award made by an arbitrator under clause 97.14 as a debt due to the State, within 60 days of the award.

97.16 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.

97.17 Subject to clause 97.18(b), where the State receives monies as a trustee pursuant to clause 97.16, it will pay those monies to the person who sustained the relevant loss or damage within 30 days.

97.18 (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 97.14 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 10 to 14; 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 the *Commercial Arbitration Act 1984* (NSW).

(d) Subject to paragraph (e) of this clause, where an arbitration takes place in accordance with sub-paragraph (c)(ii), clauses 97.14 and 97.15 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.

97.19 Where the State:

- (a) has received monies as a trustee pursuant to clause 97.16; 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.

97.20 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 or Extractive Operations, as the case may be, on the land for profit.
 - (ii) in relation to Forest Products or Mining Products or Extractive Materials, as the case may be, the owner of any interest in those products.

Proposed Employment and Industry Development Initiatives

- 98 ~~The Parties will facilitate native forest hardwood timber industry initiatives through the implementation of respective responsibilities in the operation of the Forest Industry Structural Adjustment Program in accordance with jointly agreed guidelines. The Parties further agree to give priority to the consideration of the proposed initiatives outlined in Attachment 10.~~ NOT USED

Termination

- 99 This Agreement may only be terminated by the Commonwealth:

- (a) where the dispute resolution procedures in clauses 10 to 14 have been observed and the State has been given a 90 day period of notice on:
 - (i) a failure by the State to comply with clause 65, being a failure to implement the CAR Reserve System described in Attachment 1 and to manage and conserve the identified CAR Values; or
 - (ii) a failure to comply with clause 33 and 46(a), being a failure to maintain a current New South Wales Forest Agreement that reflects the outcomes of this Agreement throughout the life of this Agreement. The Commonwealth agrees not to terminate this Agreement because of a failure by New South Wales to maintain a Forest Agreement for the Eden region. However, the Parties acknowledge that if the State does not maintain a Forest Agreement covering the Eden region, termination of this Agreement by the Commonwealth would be authorised by s 7 of the *Regional Forest Agreements Act 2002* (Cth); or
 - (iii) a failure to comply with clause 46(c), ~~being a failure to produce and publish by 1 April 2000 a Regional ESFM Plan;~~ or
 - (iv) a failure to comply with clause 46(f) , being a failure to implement the FRAMES inventory in the Eden region and review the calculation of Sustainable Yield ~~in time for the first RFA review;~~ or
 - (v) a failure to comply with clauses 46(g), and (h) and clause 56;other than a failure of a minor nature which is not one or part of a series of deliberate or reckless failures of a minor nature; and 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 10 to 14.

- 100 This Agreement may only be terminated by the State:

- (a) where the dispute resolution procedures in clauses 10 to 14 have been observed and the Commonwealth has been given a 90 day period of notice on:

(i) ~~NOT USED a failure by the Commonwealth to comply with the terms of any agreement on native forest hardwood timber industry initiatives made pursuant to clause 98; or~~

(ii) a failure by the Commonwealth to comply with clause 97, being a failure to pay compensation due under that clause;

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 10 to 14.

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

Notice of intention to review before termination by consent

102 A consent under clause 101 is of no effect, unless:

102.1 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 New South Wales stating that a joint review is being undertaken by the Parties because they intend to terminate the Agreement by consent; ~~and~~

102.2 the Parties have conducted the joint review as in accordance with this clause; ~~;~~

102.3 the joint review must consider whether the operation of the Agreement has met the goals set out in Recitals A and B; ~~;~~

102.4 within eight 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; ~~;~~ and

102.5 if, under clause 8D 38, a five-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 8D 38 need not be undertaken.

IN WITNESS WHEREOF this Agreement has been signed for and on behalf of the Parties as at the day and year first above written.

SIGNED by

the HONOURABLE JOHN WINSTON HOWARD MP, Prime Minister)
)
)

for and on behalf of the Commonwealth of Australia

in the presence of:)
)
)

SIGNED by

the HONOURABLE BOB CARR MLA, Premier)
)
)

for and on behalf of the State of New South Wales

in the presence of:)
)
)

ATTACHMENTS

ATTACHMENT 1

(clauses ~~34~~ 2, 42(a), 46(g), 55, 63, 64, 64A, 65, 66, 66A, 84, 95.8 95.4, 99(a)(i),
Attachments 7 and 12)

COMPREHENSIVE, ADEQUATE AND REPRESENTATIVE (CAR) RESERVE SYSTEM

1. Map 1 and this Attachment identify the CAR Reserve System for the purpose of this Agreement, as amended from time to time.
2. The *National Forest Policy Statement* (NFPS) established that the CAR Reserve System will, in the first instance, be selected from Public Land. Provision is also made in the JANIS Reserve Criteria for inclusion of Private Land in the CAR Reserve System, with the agreement of landholders, where the Criteria cannot be met from Public Land.

PUBLIC LAND

3. In the Eden region, the CAR Reserve System on lands of the Crown primarily comprises areas established for conservation purposes (eg National Parks and Nature Reserves) and areas reserved for conservation in State forest.

CAR RESERVE SYSTEM COMPONENTS AND PROTECTION MECHANISMS

4. The CAR Reserve System on Public Land has the following three components:
 - *Dedicated Reserves*. This comprises reserves established through legislation for conservation purposes such as National Parks, Nature Reserves and Flora Reserves (Special Protection Zone, FMZ 1).
 - *Informal Reserves*. This comprises those parts of the Special Management Zone (FMZ 2) under the Forest Management Zoning system that are greater than 40ha, are more than 200m wide, or are directly adjacent to Dedicated Reserves. It also includes those areas dedicated as ~~Crown Reserves~~ State Conservation Areas under the provisions of the ~~Crown Lands Act 1989~~ National Parks and Wildlife Act 1974 (NSW) which are managed by the NSW National Parks and Wildlife Service. ~~Plans of Management for Crown Reserves will be prepared by 1 January 2002 as outlined in the New South Wales Eden Region Forest Agreement.~~
 - *Values ~~protected~~ Protected by Prescription*. These comprise those elements of habitat protected by Regional Prescriptions as detailed in the Integrated Forestry Operations Approvals covering the Eden region and areas ~~within the Special Prescription Zone within the Harvesting Exclusions (FMZ 3A) and Special Prescription Zone (FMZ 3B)~~ under the Forest Management Zoning system that ~~will be~~ are excluded from harvesting. They also include elements of the Special Management Zone (FMZ 2) that are less than 40ha and less than 200m wide. The Integrated Forestry Operations Approvals complements the Dedicated and Informal Reserve network and includes protection of rare non-commercial

forest types, Old Growth forest, rainforest and threatened species in all areas that have been identified to be primarily managed for sustainable production.

- 5 ~~As at December 2017, the~~ The Dedicated Reserve component of the CAR Reserve System covers ~~255 300~~ 273 000 ha, the Informal Reserve component ~~4 600~~ 4 000 ha and the prescriptive component ~~7 900~~ 20 000 ha. Together the Dedicated Reserve and Informal Reserve components of the CAR Reserve System cover an area of approximately ~~259 900~~ 276 000 ha (about ~~56~~ 58% of the Public Land in the region or ~~33~~ 34% percent of the entire region).
- 6 Levels of protection for Forest Ecosystems and Old Growth forest achieved in the Dedicated Reserve, Informal Reserve and ~~the Values Protected by Prescription~~ prescription components of the CAR Reserve System are shown in Tables 1 and 2. The tabulated percentage area of these ~~values in prescription~~ Values Protected by Prescription includes elements of the Special Management Zone (FMZ 2) that are less than 40ha and less than 200m wide, as well as areas of Old Growth forest (and Forest Ecosystems within these areas) that will be managed by the Integrated Forestry Operations Approvals. ~~The contribution of those elements of Special Prescription Zones managed specifically for conservation, and areas of rare non-commercial Forest Ecosystems managed by the Integrated Forestry Operations Approvals, have not been quantified in the table as they were not able to be identified and mapped.~~
- 7 ~~New South Wales agrees to establish all Dedicated Reserve and Informal Reserve components of the CAR Reserve System within six months of signing this Agreement. The IFOA provides for protection of environmental values in addition to those protected in FMZ 2, FMZ 3A, FMZ 3B, mapped areas under the IFOA, or other CAR Reserves and quantified in Tables 1 and 2. The protections under the IFOA are updated and modified from time to time as a result of the continual improvement process to improve the effectiveness and efficiency of these conditions.~~

Integrated Forestry Operations Approval

Environment and Heritage Values protected by prescription

- 8 ~~Subject to clause 34 the Integrated Forestry Operations Approval covering the Eden region will be the principal vehicle by which Environment and Heritage Values that are impracticable to include in reserves can be conserved. The JANIS Reserve Criteria provide for the management of such values through prescriptions. The Integrated Forestry Operations Approval will take account of the extent of reserved habitat, whether the prescriptions are operationally feasible, and the relative conservation status of each species. For Environment and Heritage Values that are not included in reserves, the JANIS Reserve Criteria provide for the management of such values through prescriptions. Within the General Management Zone of the Forest Management Zoning system (FMZ 4), Forestry Operations and other activities are permitted. The principal vehicles by which Environment and Heritage Values will be managed within FMZ 4 are:~~
 - The Integrated Forestry Operations Approval covering the Eden region. This will be the principal vehicle by which environment values are protected through

prescription. The Integrated Forestry Operations Approval takes account of the extent of reserved habitat, and balances an operationally efficient timber industry with the need to protect native plants and animals, ecosystems, soils and water.

- Aboriginal and non-Aboriginal cultural heritage guidelines made in accordance with relevant legislation and amended from time to time. These guidelines provide prescriptions for the management of heritage values that are impracticable to include in reserves in the Eden region.

IDENTIFIED CAR VALUES AND THEIR PROTECTION AFFORDED THROUGH THE RFA

8A Levels of protection for Forest Ecosystems and Old Growth forest achieved in the CAR Reserve System are shown in Tables 1 and 2 of this Attachment as follows:

- Dedicated Reserves; as described in Clause 4 of this Attachment,
- Informal Reserves; as described in Clause 4 of this Attachment,
- Values Protected by Prescription; includes the areas within the Harvesting Exclusions Zone (FMZ 3A), the Special Prescription Zone (FMZ 3B), those areas of the Special Management Zone (FMZ 2) that, due to the size or shape, do not meet the Informal Reserve category outlined above, and mapped areas under the IFOA.

It should be noted that the IFOA affords additional protection over that included in the table.

Forest Management Zoning

9 ~~New South Wales will, by 1 April 2000, produce a Regional ESFM Plan for the Eden region that includes Forest Management Zoning within State forests as described in the document *Forest Management Zoning in State Forests*, SFNSW 1999. Of~~ Within the Forest Management Zoning system, of particular significance for the conservation of Forest Ecosystems and Old Growth forest are ~~the~~:

- *Special Protection Zone (FMZ 1).* These areas are dedicated and managed to maximise the protection of natural and cultural values. Timber harvesting, removal of Forest Products and materials, grazing by domestic stock, gravel/hard rock quarrying and mineral and petroleum exploration are not generally permitted within this zone.
- *Special Management Zone (FMZ 2).* These areas are established following public comment and are gazetted and managed for the protection of natural and cultural conservation values where it is not possible or practicable to include them in the Special Protection Zone. Activities not permitted in this zone are similar to the Special Protection Zone except that mineral and petroleum exploration are permitted. Any ~~mining~~ Mining proposal following from exploration will require standard environmental impact assessment and development approval processes.

- ~~*Special Prescription Zone.* These areas are managed for the conservation of identified values and/or Forest Ecosystems and their natural processes, whilst also facilitating other management and production activities. A case by case assessment of these areas will be undertaken to determine which forestry activities can occur. The decision is dependent on the specific special value involved.~~
- *Harvesting Exclusions Zone (FMZ 3A).* These are areas where harvesting is excluded but other management and production activities preclude zoning as Special Protection Zone (FMZ 1) or Special Management Zone (FMZ 2). These may be:
 - i) Dedicated leasehold where lease conditions permit activities such as grazing and timber supply for lease fencing etc, and in some cases residency, or
 - ii) Areas identified as important by the Department of Planning and Environment where there are current or imminent petroleum and Mineral Exploration and/or Mining Operations, or
 - iii) Other areas which are excluded from harvesting (eg. Net Harvestable Area (NHA) exclusions) but size, boundaries or management practicabilities preclude designation as FMZ 1 or FMZ 2.
- *Special Prescription Zone (FMZ 3B).* These areas are established for the protection and management of identified conservation values, whilst also allowing other management and production activities. These activities (which in some cases includes timber, Forest Product and materials extraction) are minimised in their design and implementation to maintain or enhance the values that the area is zoned to protect. A case by case assessment of these areas will be undertaken to determine which forestry activities can occur. The decision is dependent on the specific values involved.

Table 1. Representative conservation (percentage reservation status as at 1999 and December 2017) of Forest and Non-Forest Ecosystems in the CAR Reserve System in the Eden region based on vegetation mapping to establish the pre-1750 extent of Forest Ecosystems in the region^a.

Forest Ecosystems	Area		Percent Remaining as at 1999	Status ^b	Percent of Forest Ecosystem (pre-1750) extent in the CAR Reserve System as at 1999				Percent of Forest Ecosystem (pre-1750) in the public components of the CAR reserve system, as at December 2017 ^c			
	Pre 1750 (ha)	Current As at 1999 (ha)			Dedicated Reserves	Informal Reserve ^c	Prescription ^d	Total	Dedicated Reserves	Informal Reserve ^c	Prescription ^d	Total
1 Dry Rainforest*	47	42	88.9	R	62.8	0.0	0.0	62.8	68	0	0	68
2 Myanba Rainforest	333	333	100.0	R	96.7	0.0	0.0	96.7	100	0	0	100
3 Rocky Top Dry Shrub Forest	1188	1188	100.0		86.5	0.3	0.0	86.8	88	0	0	88
4 <i>Acacia sylvestris</i> / Brogo Shrub Rainforest	6673	6288	94.2		54.4	0.0	0.0	54.4	54 [^]	0	0	54 [^]
5 Bunga Head Rainforest	7	7	100.0	R	100.0	0.0	0.0	100.0	100	0	0	100
6 Coastal Warm Temperate Rainforest	6466	6390	98.8	V	49.0	1.3	4.4	54.7	61	1	7	70
7 Hinterland Warm Temperate Rainforest	3052	3026	99.2	V	69.7	0.1	0.5	70.3	70 [^]	0	1	71
8 Cool Temperate Rainforest	1053	1053	100.0	R	84.6	0.1	0.7	85.4	86	0	6	91
9 Mountain Wet Layered Forest (<i>E. nitans</i>)	2267	1813	80.0		71.0	0.0	0.4	71.4	75	0	1	76
10 Mountain Wet Layered Forest (<i>E. fastigata</i>)	20033	17940	89.6		46.5	0.2	1.0	47.7	47	0	4	51
11 Tantawangalo Wet Shrub Forest	792	790	99.8	R	91.3	0.0	0.9	92.2	92	0	6	98
12 Mountain Wet Fern Forest	2302	2259	98.1		72.6	1.6	0.8	75.0	73	2	4	78
13 Hinterland Wet Fern Forest	48310	44032	91.1		56.0	0.4	0.6	57.0	58	0	1	59
14 Hinterland Wet Shrub Forest	26967	25875	96.0		32.7	1.8	4.3	38.8	36	1	8	45
15 Mountain Wet Herb Forest	41581	30875	74.3		39.0	0.3	0.6	39.9	39	0	4	44
16 Basalt Wet Herb Forest	14902	12208	81.9		23.2	0.7	0.5	24.4	25	0	2	26
17 Flats Wet Herb Forest	3553	2931	82.5	V	30.8	0.6	0.8	32.2	31	0	2	34
18 Brogo Wet Vine Forest	7850	4306	54.8	V	16.2	0.0	0.0	16.2	18	0	0	18
19 Bega Wet Shrub Forest	47710	16891	35.4	V	7.1	0.1	0.2	7.4	8	0	1	8
20 Bega Dry Grass Forest*	31951	3808	11.9	E	0.7	0.0	0.0	0.7	1	0	0	1
21 Candelo Dry Grass Forest*	17873	1463	8.2	E	0.5	0.0	0.0	0.5	1	0	0	1
24 Subalpine Dry Shrub Forest	95020	26584	28.0	V	3.8	0.1	0.1	4.0	5	0	0	5
25 Sandstone Dry Shrub Forest	1142	822	72.0	R	63.5	0.0	0.0	63.5	64 [^]	0	2	66 [^]
26 Tableland Dry Shrub Forest	28045	16114	57.5		20.4	0.2	1.7	22.3	21	0	3	24
27 Waalimma Dry Grass Forest	1324	1324	100.0	R	22.2	0.0	4.9	27.1	23	0	5	28
28 Wog Wog Dry Grass Forest	1304	922	70.7	R	67.6	0.0	0.0	67.7	69	0	0	69
29 Nalbaugh Dry Grass Forest	2597	1936	74.6		27.4	0.8	1.8	30.0	27	1	4	32
30 Wallagaraugh Dry Grass Forest	1663	914	55.0	R	21.8	0.1	7.3	29.2	23	0	7	30
31 Hinterland Dry Grass Forest	32925	27586	83.8		50.2	0.1	1.0	51.3	52	0	2	54

Forest Ecosystems	Area		Percent Remaining as at 1999	Status ^b	Percent of Forest Ecosystem (pre-1750) extent in the CAR Reserve System as at 1999				Percent of Forest Ecosystem (pre-1750) in the public components of the CAR reserve system, as at December 2017 ^c			
	Pre 1750 (ha)	Current As at 1999 (ha)			Dedicated Reserves	Informal Reserve ^c	Prescription ^d	Total	Dedicated Reserves	Informal Reserve ^c	Prescription ^d	Total
32 Coastal Dry Shrub Forest (<i>E. longifolia</i>)	24520	23400	95.4		36.9	0.5	0.9	38.3	56	0	2	58
33 Coastal Dry Shrub Forest (<i>E. muelleriana</i>)	16298	16136	99.0		57.8	1.2	0.4	59.4	59	0	2	62
34 Brogo Dry Shrub Forest	16124	14144	87.7		34.5	0.1	1.0	35.6	50	0	1	51
35 Escarpment Dry Grass Forest	34571	22004	63.6		27.2	0.1	0.0	27.3	27	0	0	28
36 Dune Dry Shrub Forest*	1018	603	59.3	R	28.8	0.1	0.1	29.0	30	0	0	31
37 Coastal Dry Shrub Forest (<i>An. floribunda</i>)	16150	15147	93.8		33.7	1.1	6.1	40.9	35	1	10	45
40 Riverine Forest*	81	65	80.8	R,E	0.0	0.0	0.0	0.0	0	0	0	0
41 Mountain Dry Shrub Forest (<i>E. fraxinoides</i>)	1865	1864	100.0		83.6	0.0	0.0	83.6	84	0	3	87
42 Coastal Dry Shrub Forest (<i>E. obliqua</i>)	22040	21552	97.8		26.4	0.5	2.8	29.7	27	0	6	33
43 Mountain Dry Shrub Forest (<i>E. cypellocarpa</i>)	2492	2479	99.5		90.8	0.0	0.0	90.8	91	0	1	92
44 Foothills Dry Shrub Forest	3326	3142	94.5		69.9	1.0	0.1	71.0	70	1	3	74
45 Mountain Dry Shrub Forest (<i>E. sieberi</i>)	2024	1915	94.6		53.1	0.2	0.6	53.9	53	0	3	56
46 Lowland Dry Shrub Forest	15977	15120	94.6		45.8	2.0	1.0	48.8	50	2	2	55
47 Eden Dry Shrub Forest	17797	17141	96.3		69.0	1.2	0.6	70.8	71	1	2	75
48 Bega Dry Shrub Forest	4496	4455	99.1		75.3	0.0	0.2	75.5	93	0	0	93
49 Coastal Dry Shrub Forest (<i>E. agglomerata</i>)	32332	31835	98.5		26.0	1.2	1.2	28.4	27	1	6	33
50 Genoa Dry Shrub Forest	3702	3026	81.7		56.1	0.1	0.2	56.4	57	0	4	61
58 Swamp Forest	1080	953	88.3	R	42.3	1.2	8.5	52.0	45	1	33	78
71 Monaro Basalt Grass Woodland*	23442	3387	14.4	V	0.5	0.0	0.0	0.5	1	0	1	1
72 Numeralla Dry Shrub Woodland	11879	8240	69.4	V	4.3	0.3	0.0	4.6	5	0	0	5
73 Monaro Dry Grass Forest*	5412	3615	66.8	V	11.1	15.7	0.0	26.8	39	0	0	39
79 Timbillica Dry Shrub Forest	22917	22792	99.5		15.3	1.1	5.4	21.8	15	1	16	32
81 Wadbilliga Dry Shrub Forest	27347	27337	100.0		98.4	0.0	0.0	98.4	99	0	0	99
82 Wadbilliga Range Ash Forest	1007	1007	100.0	R	100.0	0.0	0.0	100.0	100	0	0	100
84 Wadbilliga Range Wet Forest	3495	3207	91.8		72.6	0.0	0.2	72.8	74	0	0	74
85 Wadbilliga Gorge Dry Forest	7743	7234	93.4		82.5	0.0	0.0	82.5	83^	0	0	83^
86 Wadbilliga River Valley Forest	1899	1894	99.7		89.6	0.0	0.0	89.6	91	0	0	91

Non-Forest Ecosystems	Area		Percent Remaining as at 1999	Status ^b	Percent of Non-Forest Ecosystem (pre-1750) extent in the CAR Reserve System as at 1999				Percent of Non-Forest Ecosystem (pre-1750) extent in the CAR Reserve System as at December 2017 ^c			
	Pre 1750 (ha)	Current As at 1999 (ha)			Dedicated Reserves	Informal Reserve ^c	Prescription ^d	Total	Dedicated Reserves	Informal Reserve ^c	Prescription ^d	Total
23 Monaro Grassland*	6461	331	5.1	E	0.0	0.0	0.0	0.0	0	0	0	0
38 Southern Riparian Scrub	611	516	84.5	R	47.0	1.7	1.8	50.5	50	2	4	55
39 Northern Riparian Scrub*	761	485	63.7	R	6.6	0.1	0.1	6.8	8	0	0	9
51 Rock Shrub (<i>K. ambigua</i>)	51	51	100.0	R	80.0	0.0	5.4	85.4	80 [^]	0	8	88 [^]
52 Mountain Rock Scrub	202	202	100.0	R	92.2	0.0	0.0	92.2	92 [^]	0	0	92 [^]
53 Montane Heath	1751	1350	77.1	V	32.0	9.7	0.0	41.7	42	0	0	43
54 Mountain Nadgee Heath	371	371	100.0	R	99.8	0.0	0.0	99.8	99 [^]	0	0	99 [^]
55 Coastal Lowland Heath	1676	1630	97.3		90.7	0.0	0.0	90.7	95	0	0	95
56 Swamp Heath	385	385	100.0	R	21.8	5.1	7.7	34.6	22 [^]	6	14	42 [^]
57 Lowland Swamp	2010	1892	94.1		52.8	11.4	11.3	75.5	53	11	15	80
59 Sub-alpine Bog	6634	1869	28.2	R	7.4	0.0	0.2	7.6	8	0	1	9
60 Floodplain Wetlands*	9420	3281	34.8	V	3.6	0.3	0.4	4.3	4	0	1	5
61 Coastal Scrub	2191	1504	68.7	V	52.0	0.0	0.0	52.0	54	0	0	54
63 Estuarine Wetland (<i>M. ericifolia</i>)	3021	930	30.8	R,V	3.6	0.1	0.1	3.8	4	0	0	4
64 Saltmarsh	368	295	80.0	R	20.1	0.2	0.0	20.3	20 [^]	1	0	21 [^]
66 Estuarine Wetland (<i>Av. marina</i>)	56	38	68.9	R	23.1	0.0	0.0	23.1	36	0	0	36
83 Wadbilliga Mallee Heath	3085	3085	100.0	R	99.2	0.0	0.0	99.2	99	0	0	99

NOTES ACCOMPANYING TABLE 1

- The figures shown in this table are based on modelled information mapped at a scale of 1:25 000 derived during the pre-1750 analysis of vegetation types in the Eden region, and are therefore only approximate.
 - The status is based on: Rare (R) which has a total current area below 1000 hectares and a target of 100% of its current distribution. Endangered (E) which has < 10% remaining and a target of 100% of its current distribution. Vulnerable (V) which has between 10-30% remaining and a target of 60% of its current distribution. Some values were given their rare, endangered or vulnerable status due to other factors such as range of distribution, patch size and expert opinion on vulnerability. All remaining Forest Ecosystems have a target of 15% of their pre-1750 distribution.
 - Informal Reserve includes Special Management Zones that are > 40ha and > 200m wide, or that are adjacent to Dedicated Reserves.
 - Tabulated prescriptions include those elements of the Special Management Zone that are < 40ha and/or < 200m wide, and Forest Ecosystems protected by the Integrated Forestry Operations Approval Old Growth prescriptions.
 - Source: compiled by ABARES from RFA data, including data from CRA reports, IFOAs, NPWS and FCNSW
- * These Forest Ecosystems have been identified as priorities for protection on Private Land (see Attachment 12).
- = These Forest Ecosystems will have additional protection from the Integrated Forestry Operations Approval.
- [^] The figure supplied by ABARES has been amended by DPI to address inconsistencies resulting from changes in spatial analysis systems and processes over time.

Table 2. Representative conservation of Old Growth forest in the CAR Reserve System as at 1999 and December 2017 in the Eden region^a.

Forest Ecosystem	Area of Forest Ecosystem (ha) as at <u>1999</u>	Percent of Forest Ecosystem as Old Growth as at <u>1999</u>	Area Old Growth (ha) as at <u>1999</u>	Percent of Old Growth forest in the CAR Reserve System as at <u>1999</u>				Percent of Old Growth forest in the CAR Reserve System as at <u>December 2017^c</u>			
				Dedicated Reserve	Informal Reserve	Prescription ^b	Total	Dedicated Reserve	Informal Reserve	Prescription ^b	Total
OG 9 Mountain Wet Layered Forest (<i>E. nitans</i>)	1813	24.5	444	95.9	0.0	0.0	95.9	<u>98</u>	<u>0</u>	<u>0</u>	<u>98</u>
OG 10 Mountain Wet Layered Forest (<i>E. fastigata</i>)	17940	21.7	3895	86.5	0.2	0.6	87.3	<u>87</u>	<u>0</u>	<u>2</u>	<u>89</u>
OG 11 Tantawangalo Wet Shrub Forest	790	26.1	206	97.6	0.0	1.5	99.1	<u>98</u>	<u>0</u>	<u>2</u>	<u>100</u>
OG 12 Mountain Wet Fern Forest	2259	26.2	592	85.6	0.0	0.5	86.1	<u>85</u>	<u>0</u>	<u>1</u>	<u>86</u>
OG 13 Hinterland Wet Fern Forest	44032	21.3	9360	81.4	0.4	0.6	82.4	<u>82</u>	<u>0</u>	<u>1</u>	<u>83</u>
OG 14 Hinterland Wet Shrub Forest	25875	15.1	3917	57.0	3.5	3.3	63.8	<u>59</u>	<u>3</u>	<u>6</u>	<u>67</u>
OG 15 Mountain Wet Herb Forest	30875	18.8	5804	78.4	0.0	0.3	78.7	<u>78</u>	<u>0</u>	<u>3</u>	<u>82</u>
OG 16 Basalt Wet Herb Forest	12208	13.7	1668	59.5	0.4	0.9	60.8	<u>61</u>	<u>0</u>	<u>1</u>	<u>62</u>
OG 17 Flats Wet Herb Forest	2931	9.6	280	60.7	0.4	0.0	61.1	<u>62</u>	<u>0</u>	<u>1</u>	<u>63</u>
OG 18 Brogo Wet Vine Forest	4306	9.5	407	55.6	0.0	0.0	55.6	<u>61</u>	<u>0</u>	<u>0</u>	<u>61</u>
OG 19 Bega Wet Shrub Forest	16891	15.1	2553	42.7	0.3	3.8	46.8	<u>47</u>	<u>0</u>	<u>2</u>	<u>49</u>
OG 20 Bega Dry Grass Forest	3808	7.9	299	15.4	0.0	0.0	15.4	<u>16</u>	<u>0</u>	<u>0</u>	<u>16</u>
OG 21 Candelo Dry Grass Forest	1463	17.3	253	24.5	0.0	0.0	24.5	<u>24</u>	<u>0</u>	<u>0</u>	<u>24</u>
OG 24 Subalpine Dry Shrub Forest	26584	28.2	7486	17.2	0.7	0.1	18.0	<u>21</u>	<u>0</u>	<u>0</u>	<u>22</u>
OG 25 Sandstone Dry Shrub Forest	822	21.5	177	99.4	0.0	0.0	99.4	<u>100</u>	<u>0</u>	<u>0</u>	<u>100</u>
OG 26 Tableland Dry Shrub Forest	16114	9.1	1472	55.0	0.2	21.1	76.3	<u>55</u>	<u>0</u>	<u>17</u>	<u>72</u>
OG 27 Waalimma Dry Grass Forest	1324	5.1	68	42.6	0.0	30.9	73.5	<u>43</u>	<u>0</u>	<u>25</u>	<u>68</u>
OG 28 Wog Wog Dry Grass Forest	922	12.9	119	92.4	0.0	0.0	92.4	<u>99</u>	<u>0</u>	<u>0</u>	<u>99</u>
OG 29 Nalbaugh Dry Grass Forest	1936	10.6	205	63.4	0.0	21.5	84.9	<u>64</u>	<u>0</u>	<u>20</u>	<u>84</u>
OG 30 Wallagaraugh Dry Grass Forest	914	8.1	74	44.6	0.0	24.3	68.9	<u>45</u> [^]	<u>0</u>	<u>19</u>	<u>64</u> [^]
OG 31 Hinterland Dry Grass Forest	27586	18.1	4993	75.1	0.1	0.5	75.7	<u>77</u>	<u>0</u>	<u>2</u>	<u>79</u>

Forest Ecosystem	Area of Forest Ecosystem (ha) as at 1999	Percent of Forest Ecosystem as Old Growth as at 1999	Area Old Growth (ha) as at 1999	Percent of Old Growth forest in the CAR Reserve System as at 1999				Percent of Old Growth forest in the CAR Reserve System as at December 2017 ^c			
				Dedicated Reserve	Informal Reserve	Prescription ^b	Total	Dedicated Reserve	Informal Reserve	Prescription ^b	Total
OG 32 Coastal Dry Shrub Forest (<i>E. longifolia</i>)	23400	10.4	2424	64.9	0.7	5.2	70.8	72	0	3	75
OG 33 Coastal Dry Shrub Forest (<i>E. muelleriana</i>)	16136	17.6	2839	78.7	1.5	0.1	80.3	80	1	2	82
OG 34 Brogo Dry Shrub Forest	14144	20.1	2841	62.5	0.1	0.7	63.3	69	0	1	71
OG 35 Escarpment Dry Grass Forest	22004	22.6	4971	60.7	0.2	0.1	61.0	61	0	1	62
OG 36 Dune Dry Shrub Forest	603	19.4	117	61.5	0.0	0.0	61.5	62	0	0	62
OG 37 Coastal Dry Shrub Forest (<i>An. floribunda</i>)	15147	18.5	2799	48.4	1.1	9.6	59.1	49	1	14	63
OG 41 Mountain Dry Shrub Forest (<i>E. fraxinoides</i>)	1864	18.9	353	88.1	0.0	0.0	88.1	88	0	3	91
OG 42 Coastal Dry Shrub Forest (<i>E. obliqua</i>)	21552	8.3	1778	57.0	0.7	26.2	83.9	57	1	19	77
OG 43 Mountain Dry Shrub Forest (<i>E. cypellocarpa</i>)	2479	20.8	516	90.3	0.0	0.0	90.3	90	0	0	91
OG 44 Foothills Dry Shrub Forest	3142	23.8	748	82.5	0.0	0.3	82.8	83	0	5	88
OG 45 Mountain Dry Shrub Forest (<i>E. sieberi</i>)	1915	18.1	346	88.4	0.0	0.0	88.4	89	0	1	90
OG 46 Lowland Dry Shrub Forest	15120	31.0	4687	55.8	4.5	1.2	61.5	57	4	3	65
OG 47 Eden Dry Shrub Forest	17141	25.3	4332	75.8	2.9	0.9	79.6	77	3	2	83
OG 48 Bega Dry Shrub Forest	4455	17.4	776	89.3	0.0	0.0	89.3	93	0	0	93
OG 49 Coastal Dry Shrub Forest (<i>E. agglomerata</i>)	31835	10.6	3380	59.6	2.3	1.5	63.4	60	2	4	66
OG 50 Genoa Dry Shrub Forest	3026	28.1	849	88.9	0.2	0.6	89.7	89	0	0	90
OG 58 Swamp Forest	953	12.7	121	86.0	0.0	7.4	93.4	88	2	7	96
OG 71 Monaro Basalt Grass Woodland	3387	11.4	388	12.4	0.0	0.0	12.4	14	0	4	18
OG 72 Numeralla Dry Shrub Woodland	8240	26.9	2214	13.8	1.4	0.0	15.2	15	0	0	15
OG 73 Monaro Dry Grass Forest	3615	20.2	732	31.7	25.8	0.0	57.5	66	0	0	66
OG 79 Timbillica Dry Shrub Forest	22792	6.7	1525	33.2	2.8	46.4	82.4	33	2	43	78
OG 81 Wadbilliga Dry Shrub Forest	27337	40.6	11101	99.1	0.0	0.0	99.1	99	0	0	99

Forest Ecosystem	Area of Forest Ecosystem (ha) as at 1999	Percent of Forest Ecosystem as Old Growth as at 1999	Area Old Growth (ha) as at 1999	Percent of Old Growth forest in the CAR Reserve System as at 1999				Percent of Old Growth forest in the CAR Reserve System as at December 2017 ^c			
				Dedicated Reserve	Informal Reserve	Prescription ^b	Total	Dedicated Reserve	Informal Reserve	Prescription ^b	Total
OG 82 Wadbilliga Range Ash Forest	1007	39.5	398	100.0	0.0	0.0	100.0	100	0	0	100
OG 84 Wadbilliga Range Wet Forest	3207	39.6	1270	90.0	0.0	0.0	90.0	90	0	0	90
OG 85 Wadbilliga Gorge Dry Forest	7234	27.9	2016	92.3	0.0	0.0	92.3	92	0	0	92
OG 86 Wadbilliga River Valley Forest	1894	28.3	535	90.6	0.0	0.0	90.6	91	0	0	91
Total Area	515 019 ha		98 326 ha								

NOTES ACCOMPANYING TABLE 2

- a. The figures shown in this table are based on modelled information mapped at a scale of 1:25 000 derived during the pre-1750 analysis of vegetation types in the Eden region, and are therefore only approximate.
- b. This comprises those elements of Special Management Zones that are < 40ha and/or < 200m wide and Old Growth forest protected by the Integrated Forestry Operations Approval.
- c. Source: compiled by ABARES from RFA data, including data from CRA reports, IFOAs, NPWS and FCNSW

[^] The figure supplied by ABARES has been amended by DPI to address inconsistencies resulting from changes in spatial analysis systems and processes over time

Rainforest Protection

- 10 ~~All rainforest, as mapped during the Eden CRA and classified according to Keith, Bedward and Smith (1995), *Vegetation of the South East Forests of New South Wales*, NSW National Parks and Wildlife Service, unpublished report, or any replacement agreed to between the two Governments, including a 20m buffer, will be excluded from timber harvesting through the Integrated Forestry Operations Approvals. Forestry Operations are prohibited from all rainforest, including a 20m buffer, by the Integrated Forestry Operations Approval applicable to the Eden region.~~

Old Growth forest

- 10B Forestry Operations are prohibited from all Old Growth forest in the Eden region by the Integrated Forestry Operations Approval.

Additional Protection for Forest Ecosystems

- 11 Forestry Operations are prohibited from rare ~~Rare~~ non-commercial Forest Ecosystems ~~will also be protected from timber harvesting activities by the Integrated Forestry Operations Approvals applicable to the Eden region.~~ These Forest Ecosystems include 20 Bega Dry Grass Forest, 21 Candelo Dry Grass Forest, 71 Monaro Basalt Grass Woodland, 36 Dune Dry Shrub Forest, 38 Southern Riparian Scrub; 39 Northern Riparian Scrub, 40 Riverine Forest and 58 Swamp Forest.
- 11A Forestry Operations are prohibited from threatened ecological communities (TECs) by the Integrated Forestry Operations Approval applicable to the Eden region.
- 12 Under the ~~*Forestry and National Park Estate Act 1998*~~ *National Park Estate (Land Transfers) Act 1998* (NSW), Schedule 5 (~~Crown Land managed by the NSW National Parks and Wildlife Service that are~~ State forests vested in NPW Minister subject to leasehold interests), some Forest Ecosystems will have additional protection from harvesting. These include 58 Swamp Forest, 19 Bega Wet Shrub Forest, 26 Tableland Dry Shrub Forest, 30 Wallagaraugh Dry Grass Forest and 31 Hinterland Dry Grass Forest.

Wilderness

- 13 Almost all (99%) of Wilderness, as defined in the JANIS Reserve Criteria (ie National Wilderness Inventory (Lesslie and Maslen 1995) minimum rating 12 in patches greater than 8 000ha), in the Eden region is protected within Dedicated Reserves under this Agreement.

Management of CAR Values

- 14 Management plans ~~identified in Section 2.3 of the New South Wales *Eden Region Forest Agreement*~~ for Dedicated Reserve and Informal Reserve elements of the CAR Reserve System will clearly identify the CAR Values and the actions being taken in each reserve to appropriately manage and conserve those values.

- 15 As an integral component of managing CAR values New South Wales agrees to implement systematic and targeted fauna and flora surveys in Dedicated Reserves and Informal Reserves to complement surveys carried out under the IFOAs. The extent of survey work undertaken will be subject to available funding.

Protections on Public Land subject to Plantation authorisation

- 16 For Plantations on Public Land, the Plantations and Reafforestation (Code) Regulation 2001 (NSW), contains standards for the protection of soil and water, Biodiversity, and places, objects or items of heritage significance.

THREATENED FLORA, FAUNA LISTED SPECIES AND COMMUNITIES

- 1 Both Parties recognise the range of mechanisms to conserve the habitat of ~~endangered and vulnerable flora and fauna~~ Listed Species and Communities in the Eden region. These include: (i) protection within the CAR Reserve System; (ii) protection of key habitat components using the Integrated Forestry Operations Approval; (iii) protection of key habitats such as rainforest, heaths, swamps and other wet communities, rocky outcrops and ~~rare~~ threatened ecological communities; and (iv) ~~the development, maintenance and implementation of Recovery Plans, Priorities Action Statement projects and Saving our Species conservation projects of Recovery Plans Biodiversity Conservation Programs for species, populations and communities listed under the Threatened Species Conservation Act 1995 Biodiversity Conservation Act 2016 (NSW) and the Endangered Species Protection Act 1992~~ development, maintenance and implementation of relevant Statutory Conservation Planning Documents under the *Fisheries Management Act 1994* (NSW) and for species, populations and communities listed under the EPBC Act, ~~*Environment Protection and Biodiversity Conservation Act 1999* (C'wth)~~. Key species are protected by a combination of reservation and prescription.
- 2 ~~Current priorities~~ Priorities at the signing of the Eden RFA for developing Recovery Plans for threatened forest dependent fauna and flora for the ~~next first~~ five years of this Agreement are provided in Table 1. Parties note that the list at Table 1 is indicative only ~~and timeframes are dependent upon funding~~. These priorities may change and new priorities may arise in response to additional information, funding etc.
- 3 Where NSW Statutory Conservation Planning Documents ~~Recovery Plans~~ under the ~~*Threatened Species Conservation Act 1995*~~ *Biodiversity Conservation Act 2016* (NSW) ~~or the *Fisheries Management Act 1994* (NSW)~~ meet the requirements of the EPBC Act ~~*Endangered Species Protection Act 1992* (C'wth)~~, the Commonwealth will consider adopting them under Section 46 of the EPBC Act ~~*Endangered Species Protection Act 1992* (C'wth)~~.

Threatening Processes

- 4 ~~Threat Abatement Plans under the *Endangered Species Protection Act 1992* (C'wth) for Predation by the Feral Cat and Predation by the European Red Fox (*Vulpes vulpes*) have been finalised and approved by the Minister. Other priorities for Threat Abatement Plans under the Act include Competition and Land Degradation by the European Rabbit, Competition and Land Degradation by the Feral Goat, and Dieback caused by the root rot fungus (*Phytophthora cinnamoni*). A Threat Abatement Plan under the *Threatened Species Conservation Act 1995* (NSW) for Predation by the European Red Fox is due for completion in December 1999. Threatening Processes are managed under Biodiversity Conservation Programs under the *Biodiversity Conservation Act 2016* (NSW) or with Threat Abatement Plans under the EPBC Act or other coordinated programs across land~~

tenure. Some Threatening Processes affecting Forests are mitigated by the settings in the Integrated Forestry Operations Approval applicable to the Eden region.

Table 1: Priority species as at 1999 for preparation of Recovery Plans (~~over next five years~~ showing current status)

Scientific name	Common Name	NSW Status	National Status	<u>Management stream under the NSW Biodiversity Conservation Program</u>	<u>Current status of national recovery plans and conservation advice</u>	<u>Completion Date</u>
<i>Potorous longipes</i>	Long-footed Potoroo	Endangered <u>Critically endangered</u>	Endangered	Partnership	<u>Nationally adopted recovery plan in place 2001 and in force;</u> <u>Conservation advice made 2016</u>	NSW Plan by June 1999, <u>National Plan June 1999</u>
<i>Isoodon obesulus</i>	Southern Brown Bandicoot	Endangered	<u><i>Isoodon obesulus</i> (south-eastern) is listed as Endangered</u>	<u>Site-managed</u>	<u>Conservation Advice made 2016</u>	NSW Plan by Dec 1999
<i>Pseudomys fumeus</i>	Smoky Mouse	Endangered <u>Critically endangered</u>	<u>Endangered</u>	<u>Site-managed</u>	<u>National recovery plan adopted in 2008 and in force.</u>	NSW Plan by Dec 1999
<i>Phascolarctos cinereus</i>	Koala (SE NSW Population)	Vulnerable	<u><i>Phascolarctos cinereus</i> (combined populations of Qld, NSW and the ACT) is listed as Vulnerable</u>	<u>Iconic Species</u>	<u>Conservation Advice made 2012</u>	NSW Plan by Dec 2000
<i>Mixophyes balbus</i>	Stuttering Barred Frog	Endangered	<u>Vulnerable</u>	<u>Landscape</u>	<u>National recovery plan adopted in 2012 and in force</u>	NSW Plan by Dec 1999
<i>Heleioporus australiacus</i>	Giant Burrowing Frog	Vulnerable	<u>Vulnerable</u>	<u>Landscape</u>	<u>Conservation advice made 2014</u>	NSW Plan by Dec 2002

Scientific name	Common Name	NSW Status	National Status	Management stream under the NSW Biodiversity Conservation Program	Current status of national recovery plans and conservation advice	Completion Date
<i>Dasyurus maculatus</i>	Tiger Quoll	Vulnerable	Vulnerable <i>Dasyurus maculatus</i> (SE mainland population) listed as <u>Endangered</u>	<u>Landscape</u>	<u>National recovery plan adopted in 2016 and in force</u>	NSW Plan by June 2001, National Plan July 2002
<i>Lathamus discolor</i>	Swift Parrot	Vulnerable <u>Endangered</u>	Vulnerable <u>Critically Endangered</u>	<u>Landscape</u>	<u>National recovery plan adopted in 2012 and in force; Conservation Advice made in 2016</u>	National Plan complete, NSW plan by Dec 1999
<i>Ninox strenua</i>, <i>Tyto novaehollandiae</i>, <i>Tyto tenebricosa</i>	Large Forest Owls: Powerful Owl, Masked Owl, Sooty Owl	Vulnerable				NSW Plan by June 2000
<i>Ninox strenua</i>	<u>Powerful Owl</u>	<u>Vulnerable</u>	<u>Not listed under the EPBC Act</u>	<u>Landscape</u>	<u>NSW recovery plan for Large Forest Owls adopted in 2006.</u>	
<i>Tyto novaehollandiae</i>	<u>Masked Owl</u>	<u>Vulnerable</u>	<u>Not listed under the EPBC Act</u>	<u>Landscape</u>	<u>NSW recovery plan for Large Forest Owls adopted in 2006.</u>	
<i>Tyto tenebricosa</i>	<u>Sooty Owl</u>	<u>Vulnerable</u>	<u>Not listed under the EPBC Act</u>	<u>Landscape</u>	<u>NSW recovery plan for Large Forest Owls adopted in 2006.</u>	
<i>Xanthomyza phrygia</i>	Regent Honeyeater	Endangered <u>Critically endangered</u>	Endangered <u>Critically endangered</u>	<u>Site-managed</u>	<u>National recovery plan adopted in 2016 and in force; Conservation Advice made 2015</u>	National Plan complete, NSW Plan by Dec 2000

Scientific name	Common Name	NSW Status	National Status	Management stream under the NSW Biodiversity Conservation Program	Current status of national recovery plans and conservation advice	Completion Date
<i>Acacia constablei</i>	Constables Narrabarba Wattle	Vulnerable	Vulnerable	<u>Site-managed</u>	<u>Conservation Advice made 2014</u>	National/NSW Plan by Dec 1999
<i>Acacia georgensis</i>	Dr. George's Bega Wattle	Vulnerable	Vulnerable	<u>Keep-watch</u>	<u>Conservation Advice made 2014</u>	National/NSW Plan by Dec 1999
<i>Eucalyptus imlayensis</i>	Imlay Mallee	Endangered <u>Critically endangered</u>	Vulnerable <u>Endangered</u>		<u>Conservation Advice made 2008</u>	National/NSW Plan by Dec 1999
<i>Eucalyptus parvula</i>	Small-leaved Gum	Vulnerable <u>Endangered</u>	Vulnerable		<u>Conservation Advice made 2008</u>	National/NSW Plan by Dec 2000
<i>Genoplesium rhyoliticum</i>	Rhyolite Midge Orchid	Endangered	Endangered	<u>Site-managed</u>	<u>Conservation Advice made 2014</u>	National/NSW Plan by Dec 1999
<i>Monotoca rotundifolia</i>	Trailing Monotoca	Endangered	<u>Not listed under the EPBC Act</u>	<u>Data-deficient</u>		National/NSW Plan by Dec 2001
<i>Phebalium ralstonii</i>	Ralston's Phebalium	Vulnerable	Vulnerable	<u>Site-managed</u>	<u>Conservation Advice made 2014</u>	National/NSW Plan by Dec 1999
<i>Pomaderris cotoneaster</i>	<u>Cotoneaster</u> <u>Pomaderris</u>	Endangered	Endangered	<u>Site-managed</u>	<u>National recovery plan adopted in 2010 and in force</u>	National/NSW Plan by Dec 2000
<i>Pomaderris elachophylla</i>	Lacy Pomaderris	Endangered	<u>Not listed under the EPBC Act</u>	<u>Partnership</u>		National/NSW Plan by Dec 2000
<i>Viola cleistogamoides</i>	Hidden Violet	Endangered	<u>Not listed under the EPBC Act</u>	<u>Partnership</u>		National/NSW Plan by June 1999
<i>Westringia davidii</i>	<u>David's</u> <u>Westringia</u>	Vulnerable	Vulnerable	<u>Site-managed</u>	<u>Conservation Advice made 2014</u>	National/NSW Plan by Dec 1999
<i>Zieria buxijugum</i>	Box Zieria	Endangered <u>Critically endangered</u>	Endangered	<u>Site-managed</u>	<u>National recovery plan adopted in 2004 and in force; Conservation Advice made 2016</u>	National/NSW Plan by Dec 1999

Scientific name	Common Name	NSW Status	National Status	Management stream under the NSW Biodiversity Conservation Program	Current status of national recovery plans and conservation advice	Completion Date
<i>Zieria formosa</i>	Shapely Zieria	Endangered Critically endangered	Endangered	Site-managed	National recovery plan adopted in 2004 and in force; Conservation Advice made 2016	National/NSW Plan by Dec 1999
<i>Zieria parrisiae</i>	Parris' Zieria	Endangered Critically endangered	Endangered Critically endangered	Site-managed	National recovery plan adopted in 2004 and in force; Conservation Advice made 2018	National/NSW Plan by Dec 1999

Table notes:

(1) **Site-managed:** species can be successfully secured in the wild by carrying out targeted management actions at specific sites

Landscape: generally distributed across large areas and subject to threats at landscape scale

Iconic: species which the community places a high value on and has particular expectations for conservation

Data deficient: there is insufficient knowledge available on the ecology, distribution and/or management requirements to enable a site-managed species project

Partnership: has less than 10% of its population/distribution occurring within NSW

Keep Watch: lower priority for investment in management.

NATIONAL ESTATE VALUES

Protection and Management of National Estate Values

- ~~1 Parties endorse the findings of the Commonwealth/NSW joint study of the National Estate in the Eden region (the Joint Study) and agree that National Estate Values exist as documented in publicly available plots of GIS coverages and the following published documents:~~
 - ~~(a) *JANIS and Natural National Estate Conservation Requirements for the Eden Region*, NPWS Southern Zone CRA Unit;~~
 - ~~(b) *National Estate Extensive Natural Values: Eden CRA Region*, Report undertaken for the NSW CRA/RFA Steering Committee project number NE 36/EH;~~
 - ~~(c) *Places of Geoheritage Significance in NSW CRA Forest Regions*, Osbourne, R. A. L, B. Docker and L. Salem (1998);~~
 - ~~(d) *Identification of Places of Natural History Significance in NSW CRA Forest Regions: 2. Sites of Potential National Estate Value*, Denny, M (1998);~~
 - ~~(e) *Community Heritage Workshop Report, Volumes 1 to 3*, D. Marshall (EA) (1998);~~
 - ~~(f) *Eden CRA Region Overview Thematic History (Non-Indigenous)*, Joan Kent (NPWS) (1997);~~
 - ~~(g) *Eden Forest History and Heritage Assessment (Non-Indigenous), Cultural Heritage Field Survey and Data Validation*, NPWS, project number NE 16/EH (1998);~~
 - ~~(h) *Assessment of Places of Aesthetic Significance in the Eden CRA Region*, EA, project number NA 15/EH (1998).~~
- ~~5 Parties recognise that the extensive and systematic information and regional framework provided by the Joint Study and this Agreement provide a unique regional context for National Estate Values in the Eden region.~~
- ~~6 Parties agree that many of the National Estate Values are adequately reserved in the CAR Reserve System (including its Dedicated Reserve, Informal Reserve and prescription elements). The State will protect in a regional context the full range of National Estate Values on Public Land, through the application of the Forest Management System in accordance with this Agreement, and the implementation of the improvements agreed in Attachment 7.~~
- ~~7 Parties agree that National Estate Values will be managed on the basis of the following principles:~~

- ~~Integrated regional management is the basis for effective conservation of National Estate Values;~~
 - ~~Protection decisions should be based on the extensiveness of each value within the region, taking into account its abundance, spatial and temporal distribution, spatial characteristics, variation and condition;~~
 - ~~Protection decisions should not be based on individual expressions of the value in isolation;~~
 - ~~Protection decisions should consider the sensitivity of each National Estate Value to various types of disturbance, with sensitive natural values having adequate representation in the CAR Reserve System;~~
 - ~~Management in all Public Land tenures should address National Estate Values and make provision for their maintenance in management plans;~~
 - ~~Protection of National Estate Values is achieved by the CAR Reserve System and other legislated protection mechanisms and within State forests through statutory management plans and by active management;~~
 - ~~It is productive, effective and necessary to work with the community to manage heritage values.~~
- 8 ~~Parties endorse the joint preparation of a set of Statewide Guidelines for the Management of Cultural Heritage Values and Places in New South Wales Forests based on the outcomes of the Protecting Cultural Heritage Values and Places in NSW Forests project. Both Parties agree to finalise these guidelines by the end of 1999. When completed New South Wales agrees to manage in accordance with these guidelines, noting the provisions of this Agreement prevail in the case of any inconsistency. The guidelines are based on the principles of the Australia ICOMOS Charter on the Conservation of Places of Cultural Significance (Burra Charter) which provides the framework for the protection of cultural heritage sites and places.~~
- 9 ~~Parties agree to maintain the databases of the values identified in the Joint Study and cooperate in relation to access to the data.~~
- 10 ~~Parties agree that the sensitivity or resilience of each National Estate Value, and the appropriate approach to the management of each value is indicated in Table 1 and subject to Attachment 7.~~

Existing listings

- 11 ~~Parties note that the Australian Heritage Commission (the Commission) has agreed to update the Statements of Significance and condition and description statements for all existing listings to incorporate the results of the Joint Study. Both Parties note that existing National Estate places will remain in the Register of the National Estate where the results of the Joint Study confirm the presence of National Estate Values.~~

Listings Arising From the Joint Study

- 12 ~~Parties note that new listings recommended to the Commission will include National Estate Values protected by reservation, reserve management prescription, site exclusion, consultation processes or other measures appropriate to the value, or which are robust and not affected by harvesting or other off-reserve management regimes or activity.~~
- 13 ~~Parties note that the Commission will work in cooperation with New South Wales in delineating places for National Estate listing. The identification of these areas will be based on the following principles:~~
 - ~~New listings in Dedicated Reserves and Informal Reserves, the boundaries of which are unlikely to change, should be distinct places and may be based on any National Estate Values;~~
 - ~~Listing of other National Estate places outside the CAR Reserve System will be based on robust values and those values that are protected by forest management prescription. Areas of contiguous values will be listed as a single National Estate place;~~
 - ~~Boundaries for listing National Estate places outside the CAR Reserve System will be based on identified values and will follow natural topographic features and/or roads as appropriate. In areas where a National Estate Value overlaps an Informal Reserve, but also continues outside that reserve, the full coverage of the value will be listed and it will be recognised that a portion of this value is protected.~~
- 14 ~~For places arising from the Joint Study, only places identified by the above principles will be listed in the Register of the National Estate.~~
- 15 ~~Parties note that the identification and assessment of National Estate Values for the CRA has been completed with the exception of Indigenous heritage. Parties note that the Commission will continue to consult with New South Wales and Indigenous communities in an effort to finalise the identification and assessment of Indigenous heritage places and values.~~
- 16 ~~Parties note that in the Eden region some National Estate Values were dealt with adequately through the assessment of other values. These values are well represented in the CAR Reserve System through the conservation of other National Estate Values or of CAR Values. Other National Estate Values were considered by experts not to be present in the region or were not above threshold for consideration as National Estate in any known sites in the region. These values include vegetation succession (A.2), and fauna and flora species richness (A.3). Some values, being localised, are covered by protection mechanisms agreed in the RFA. See Table 1 for further details.~~

Future Listings

- 17 ~~Parties note that the Commission does not intend to undertake any further regional studies of forests in the Eden region.~~

- 18 ~~Parties note that the Commission confirms that, based on the Joint Study, there is no evidence to identify additional extensive National Estate Values in the forested areas of the Eden region and that it therefore does not anticipate listing additional large places in the region.~~
- 19 ~~Parties note that the Commission will refer future nominations to them. The Parties agree to work cooperatively and in a timely fashion in considering whether such nominations will be recommended to the Commission for listing. Both Parties are to compare the nominations with the existing agreed Eden National Estate database, and to consider any new research or information provided.~~
- 20 ~~Parties will jointly agree on any future recommendations to the Commission for listing. Parties note that the Commission will work cooperatively with New South Wales on the detail of any consequent listings that may arise.~~
- 21 ~~Parties agree that all National Estate Values will be considered in forest management decisions and note that the advice of the Commission will be sought in relation to proposed actions by the Commonwealth which are outside the scope of this Agreement and which might adversely affect National Estate Values in the Eden region. This includes any proposed actions that may affect National Estate Values in areas outside the CAR Reserve System and which have not been listed on the Register of the National Estate. Parties note that the Commission has agreed to take into account the undertakings in this Agreement in providing its advice, and will provide such advice in a regional context.~~
- 22 ~~Parties note that the Commission may delegate preparation of section 30 advice with respect to National Estate in the Eden region to an appropriate official in a New South Wales Agency. This delegation would be limited to the Eden region, and those operations that affect those aspects of the forest estate documented in the CRA.~~

Table 1. Protection of National Estate Values on Public Land

Category 1: Values that are adequately protected at a regional level in the Dedicated Reserve or Informal Reserve components of the CAR Reserve System established under this Agreement.

National Estate Values	Sensitivity ^a and resilience ^b to forestry activities covered by the RFA	Percentage of value on Public Land in reserves			Existing and/or off-reserve protection mechanisms	Additional agreed actions under the Eden RFA
		Dedicated Reserve	Informal Reserve	Total		
Wilderness (A.2, B.1)^c	High sensitivity to unnatural disturbance. Low resilience to forestry activities.	99	-	99	<i>Wilderness Act 1977.</i>	NPWS Environmental Management System (by April 2001)
Old Growth Forest (A.2 & B.1)^c Important Fauna Habitat (A.2) ^d	High sensitivity to logging, grazing, unnatural fire and other forestry activities. Low resilience to forestry activities. A2-Old Growth B1 (Rare)-Old Growth—See Table 2 in Attachment 1	76	1	77	<i>Threatened Species Conservation Act 1995;</i> <i>Environmental Planning and Assessment Act 1979;</i> <i>National Parks and Wildlife Act 1974;</i> <i>Endangered Species Protection Act 1992;</i> <i>Native Vegetation Conservation Act 1997;</i> <i>Integrated Forestry Operations Approvals, Forest Management Zoning; and Management Plans.</i>	Regional ESFM Plan (by April 2000); Native Forest Management System (by April 2001); NPWS Environmental Management System (by April 2001)
Flora and Fauna Refugia (A.1 & A.2) Primitive and Relictual Species (A1) ^d Representative Wetlands (D.1) ^d Important Fauna Habitat (A.2) ^d	High sensitivity to logging, grazing, unnatural fire and other forestry activities. Low resilience to forestry activities.	77	1	78	<i>Threatened Species Conservation Act 1995;</i> <i>Environmental Planning and Assessment Act 1979;</i> <i>National Parks and Wildlife Act 1974;</i> <i>Endangered Species Protection Act 1995;</i> <i>Integrated Forestry Operations Approvals, Forest Management Zoning; and Management Plans.</i>	Regional ESFM Plan (by April 2000); Native Forest Management System (by April 2001); NPWS Environmental Management System (by April 2001); NSW Biodiversity Strategy

National Estate Values	Sensitivity ^a and resilience ^b to forestry activities covered by the RFA	Percentage of value on Public Land in reserves			Existing and/or off-reserve protection mechanisms	Additional agreed actions under the Eden RFA
		Dedicated Reserve	Informal Reserve	Total		
Rare Vegetation Communities (B.1)^c Representative Vegetation (D.1) ^d Remnant Vegetation (A.2) ^d	High sensitivity to logging, grazing, unnatural fire and other forestry activities. Low resilience to forestry activities.	48	4	52	<i>Threatened Species Conservation Act 1995;</i> <i>Environmental Planning and Assessment Act 1979;</i> <i>National Parks and Wildlife Act 1974;</i> <i>Endangered Species Protection Act 1992;</i> <i>Native Vegetation Conservation Act 1997;</i> Integrated Forestry Operations Approvals, Forest Management Zoning, and Management Plans.	Regional ESFM Plan (by April 2000); Native Forest Management System (by April 2001); NPWS Environmental Management System (by April 2001)
Natural Landscapes (A.2 & B.1)	High sensitivity to logging, grazing, unnatural fire and other forestry activities. Low resilience to forestry activities.	77	1	78	<i>Heritage Act 1977, Wilderness Act 1977.</i>	Regional ESFM Plan (by April 2000); Native Forest Management System (by April 2001); NPWS Environmental Management System (by April 2001)
Undisturbed Catchments (A2 & B1)	High sensitivity to logging, grazing, unnatural fire and other forestry activities. Low resilience to forestry activities.	93	-	93	<i>Heritage Act 1977, Wilderness Act 1977.</i>	Regional ESFM Plan (by April 2000); Section 2.5 (Wild Rivers) of the New South Wales-Eden Region Forest Agreement; Native Forest Management System (by April 2001); NPWS Environmental Management System (by April 2001)

NOTES ACCOMPANYING TABLE 1

^a Sensitivity—to disturbance, relates to extent of loss or diminution in a value due to the effects of disturbance.

^b Resilience—relates to the extent of likely recovery of a diminished value, and to the time and management effort required to achieve this recovery.

^c JANIS values for which there were specific numerical targets.

^d Criteria in plain type-face are values which were assessed indirectly as part of the assessment of the criteria in bold type-face.

Category 2: Values that are adequately protected at a regional level through the Dedicated Reserve or Informal Reserve components of the CAR Reserve System established under this Agreement and existing off reserve protection mechanisms

National Estate Values	Sensitivity ^a and resilience ^b to forestry activities covered by the RFA	Percentage of value on Public Land in reserves			Existing off-reserve protection mechanisms	Additional agreed actions under the Eden RFA
		Dedicated Reserve	Informal Reserve	Total		
Centres of Endemism – Flora and Fauna (A.1)	Value is dependent on individual species response. Species sensitive to logging, grazing, and unnatural fire are at particular risk.	51	-	51	<i>Threatened Species Conservation Act 1995;</i> <i>Environmental Planning and Assessment Act 1979;</i> <i>National Parks and Wildlife Act 1974;</i> <i>Endangered Species Protection Act 1992;</i> Integrated Forestry Operations Approvals, Forest Management Zoning, and Management Plans.	Regional ESFM Plan (by April 2000); Native Forest Management System (by April 2001); NPWS Environmental Management System (by April 2001); NSW Biodiversity Strategy
Primitive and Relictual Flora (A.1)	High sensitivity to logging, grazing, unnatural fire and other forestry activities. Low resilience to forestry activities.	73	3	75	<i>Threatened Species Conservation Act 1995;</i> <i>Environmental Planning and Assessment Act 1979;</i> <i>National Parks and Wildlife Act 1974;</i> <i>Endangered Species Protection Act 1992;</i> Integrated Forestry Operations Approvals, Forest Management Zoning, and Management Plans.	Regional ESFM Plan (by April 2000); Native Forest Management System (by April 2001); NPWS Environmental Management System (by April 2001); NSW Biodiversity Strategy
Disjunct Flora (A.1)	Value is dependent on individual species response. Species sensitive to logging, grazing, and unnatural fire are at particular risk.	64	2	66	<i>Threatened Species Conservation Act 1995;</i> <i>Environmental Planning and Assessment Act 1979;</i> <i>National Parks and Wildlife Act 1974;</i> <i>Endangered Species Protection Act 1992;</i> Integrated Forestry Operations Approvals, Forest Management Zoning, and Management Plans.	Regional ESFM Plan (by April 2000); Native Forest Management System (by April 2001); NPWS Environmental Management System (by April 2001); NSW Biodiversity Strategy

National Estate Values	Sensitivity ^a and resilience ^b to forestry activities covered by the RFA	Percentage of value on Public Land in reserves			Existing off-reserve protection mechanisms	Additional agreed actions under the Eden RFA
		Dedicated Reserve	Informal Reserve	Total		
Vegetation Community Diversity (A3)	Value is dependent on individual community. Communities sensitive to logging, grazing, and unnatural fire are at particular risk.	57	1	58	<i>Threatened Species Conservation Act 1995;</i> <i>Environmental Planning and Assessment Act 1979;</i> <i>National Parks and Wildlife Act 1974;</i> <i>Endangered Species Protection Act 1992;</i> <i>Native Vegetation Conservation Act 1997;</i> Integrated Forestry Operations Approvals, Forest Management Zoning, and Management Plans.	Regional ESFM Plan (by April 2000); Native Forest Management System (by April 2001); NPWS Environmental Management System (by April 2001); NSW Biodiversity Strategy
Research, Type Localities, Teaching and Benchmark Sites (C.1)	Value is dependent on individual site purpose. Sites sensitive to logging, grazing, and unnatural fire are at particular risk.	29	-	29	<i>Threatened Species Conservation Act 1995;</i> <i>Crown Lands Act 1989;</i> <i>Heritage Act 1977;</i> <i>Soil Conservation Act 1938;</i> <i>Environmental Planning and Assessment Act 1979;</i> <i>Native Vegetation Conservation Act 1997;</i> <i>Protection of the Environment Operations Act 1997;</i> <i>Clean Water Act 1970.</i>	Regional ESFM Plan (by April 2000); Native Forest Management System (by April 2001); NPWS Environmental Management System (by April 2001)
Geoconservation Values (A1, A2, A.3, B.1, C.1, C.2, D.1, H.1)	Values are generally not sensitive to most forest uses, however some surface values are sensitive to soil disturbance and fire.	22	1	23	<i>Crown Lands Act (1989);</i> <i>Heritage Act 1977;</i> <i>Soil Conservation Act 1938;</i> <i>Environmental Planning and Assessment Act 1979;</i> <i>Native Vegetation Conservation Act 1997;</i> <i>Protection of the Environment Operations Act 1997;</i> <i>Clean Water Act 1970.</i>	Regional ESFM Plan (by April 2000)

National Estate Values	Sensitivity ^a and resilience ^b to forestry activities covered by the RFA	Percentage of value on Public Land in reserves			Existing off-reserve protection mechanisms	Additional agreed actions under the Eden RFA
		Dedicated Reserve	Informal Reserve	Total		
Historic Values (A.3, A.4, B.2, C.2, D.2, F.1, & H.1)	Sensitive to moderately sensitive dependant on the integrity of the site and extant fabric.	33	5	38	<i>Heritage Act 1977;</i> <i>National Parks and Wildlife Act 1974;</i> <i>Environmental Planning and Assessment Act 1979;</i> Forest Management Zones, Codes of Practice, and Forest Management Plans.	Cultural Heritage Management Guidelines (by end 1999); Regional ESFM Plan (by April 2000); Native Forest Management System (by April 2001); Joint NPWS/SFNSW Regional Recreation and Tourism Plans (by April 2001); NPWS Environmental Management System (by April 2001)
Social / Community Heritage Value (G.1)	Sensitive to moderately sensitive dependant on nature of association.	70	-	70	<i>Heritage Act 1977;</i> <i>National Parks and Wildlife Act 1974;</i> Forest Management Zones, Codes of Practice, and Forest Management Plans.	Cultural Heritage Management Guidelines (by end 1999); Regional ESFM Plan (by April 2000); Joint NPWS/SFNSW Regional Recreation and Tourism Plans (by April 2001); NPWS Environmental Management System (by April 2001)
Aesthetic Value (E.1)	Moderately sensitive dependant on the nature of the aesthetic experience and the type of feature.	79	-	79	<i>Heritage Act 1977;</i> <i>National Parks and Wildlife Act 1974;</i> Forest Management Zones, Code of Practice, and Forest Management Plans.	Cultural Heritage Management Guidelines (by end 1999); Regional ESFM Plan (by April 2000); Native Forest Management System (by April 2001); Joint NPWS/SFNSW Regional Recreation and Tourism Plans (by April 2001); NPWS Environmental Management System (by April 2001)

National Estate Values	Sensitivity ^a and resilience ^b to forestry activities covered by the RFA	Percentage of value on Public Land in reserves			Existing off-reserve protection mechanisms	Additional agreed actions under the Eden RFA
		Dedicated Reserve	Informal Reserve	Total		
Rare Flora (B.1) Flora Species at the Limits of Their Range (A.1) ^d	Value is dependent on individual species response. Species sensitive to logging, grazing, and unnatural fire are at particular risk.	Not Applicable	Not Applicable	Not Applicable	<i>Threatened Species Conservation Act 1995;</i> <i>Environmental Planning and Assessment Act 1979;</i> <i>National Parks and Wildlife Act 1974;</i> <i>Endangered Species Protection Act 1992;</i> Integrated Forestry Operations Approvals, Forest Management Zoning, and Management Plans.	Regional ESFM Plan (by April 2000); Native Forest Management System (by April 2001); NPWS Environmental Management System (by April 2001); NSW Biodiversity Strategy
Rare Fauna (B.1) Disjunct Fauna (A.1) ^d Fauna Species at the Limits of Their Range (A.1) ^d	High sensitivity to logging, grazing, unnatural fire and other forestry activities. Medium resilience to forestry activities.	Not Applicable	Not Applicable	Not Applicable	<i>Threatened Species Conservation Act 1995;</i> <i>Environmental Planning and Assessment Act 1979;</i> <i>National Parks and Wildlife Act 1974;</i> <i>Endangered Species Protection Act 1992;</i> Integrated Forestry Operations Approvals, Forest Management Zoning, and Management Plans.	Regional ESFM Plan (by April 2000); Native Forest Management System (by April 2001); NPWS Environmental Management System (by April 2001); NSW Biodiversity Strategy

NOTES ACCOMPANYING TABLE 1

^a Sensitivity— to disturbance, relates to extent of loss or diminution in a value due to the effects of disturbance.

^b Resilience—relates to the extent of likely recovery of a diminished value, and to the time and management effort required to achieve this recovery.

^c JANIS values for which there were specific numerical targets.

^d Criteria in plain type face are values which were assessed indirectly as part of the assessment of the criteria in bold type face.

ATTACHMENT 4 NOT USED
(clause 37)

MILESTONES

Clause	Action	Timeline
5	The Parties to determine the process for extending the Agreement for a further period	As part of the third five-yearly review
17	The Parties to develop and consider regional development initiatives to be funded from unspent Commonwealth and State funds committed under the South East Forest Agreement	Within six months of signing this Agreement.
37	Parties to report annually on the achievement of milestones in this Agreement	Annually for the first five years
40	The Parties to determine the mechanism for the five-year review	Before the end of the five-year review period
46(b)	New South Wales to complete and publish plans of management for areas dedicated under the <i>National Parks and Wildlife Act 1974</i> (NSW)	By 1 January 2002
46(c)	New South Wales to complete and publish a Regional ESFM Plan for State forests	By 1 April 2000
46(d)	New South Wales to implement the Forest Management Zoning system for the Eden region	By 1 October 1999
46 (f)	New South Wales to develop and implement an inventory system for regrowth forests and review the calculation of Sustainable Yield, using methods consistent with Attachment 11 and the principles and processes used in the Forest Resource and Management Evaluation System (FRAMES)	In time for the first five-yearly review.
46(g)	New South Wales to grant an Integrated Forestry Operations Approval covering the Eden region.	Within three months of signing
46(g)	New South Wales to develop and implement environmental management systems	Within five years of signing
49	New South Wales to report annually to Parliament on compliance with any Integrated Forestry Operations Approval for the Eden region and the New South Wales <i>Eden Region Forest Agreement</i> , and to furnish a copy to the Commonwealth	Annually from 1999
52 (d)	Both Parties to further develop, review, and if necessary revise Sustainability Indicators	In time for the first five-yearly review

Clause	Action	Timeline
56	New South Wales to produce a code of practice for Timber Harvesting of native forest on Private Lands	By the first five-yearly review
86	New South Wales to review legislation and policies relevant to the allocation and pricing of hardwood logs from State forests as part of the Competition Principles Agreement	Before the end of 1999
87	New South Wales to establish a Research Liaison Committee and publish a list of research priorities	Within 12 months of signing
89	New South Wales to prepare a Compendium of New South Wales Forest Research	By the first five-yearly review
92 and 93	New South Wales and the Commonwealth to develop a data agreement and lodge archival copies of data	Within six months of signing
Att 1 Point 4	New South Wales to prepare plans of management for Crown Reserves	By 1 January 2002
Att 1 Point 7	New South Wales to establish all Dedicated Reserve and Informal Reserve components of the CAR Reserve System	Within six months of signing
Att 2 Table 1	New South Wales to develop Recovery Plans for species listed in Table 1	Within five years of signing
Att 3 Point 8	Both Parties to finalise Statewide Guidelines for the Management of Cultural Heritage Values and Places	End of 1999
Att 5 Point 1(p)	New South Wales to publish a State of Parks report	By April 2000
Att 5 Point 2(b)	New South Wales to publish the document Ecologically Sustainable Forest Management for the Eden RFA Assessment.	Within six months of signing
Att 5 Point 2(e)	New South Wales to document the basis for silvicultural practices and publish silvicultural guidelines for commercial forest types.	By 31 March 2000
Att 5 Point 2(d)	New South Wales to publish the results from the Yambulla and Tantawangalo Research Catchments	By the year 2000
Att 5 Point 2(e)	New South Wales to publish the results from the Eden Burning Study	By the first five-yearly review
Att 5 Point 2(f)	New South Wales to document and publish a description of the NSW Forest Management System covering Public and Private Lands	In time for the first five yearly review

Clause	Action	Timeline
Att 5 Point 2(g)	New South Wales to publish a description of the FRAMES system referred to in clause 46 (f)	Within three months
Att 5 Point 2(h)	New South Wales to publish a description of the methods and results of calculating Sustainable Yield on Public Land.	By the first five-yearly review
Att 5 Point 2(h)	New South Wales to publish independent audits of Sustainable Yield as outlined in Attachment 11	For the second and subsequent five-yearly reviews
Att 5 Point 2(i)	New South Wales to table in each House of Parliament an annual report on the New South Wales <i>Eden Region Forest Agreement</i> in accordance with the <i>Forestry and National Park Estate Act 1998</i> (NSW) which will include an ESFM report and the outcomes of compliance with any Integrated Forestry Operations Approval for the region	Annually from 1999
Att 7 Point 12	New South Wales to incorporate codes of practice that address bush and other fires within Regional ESFM Plans and plans of management for areas dedicated under the <i>National Parks and Wildlife Act 1974</i> (NSW)	By the first five-yearly review
Att 7 Point 13	New South Wales to establishing a process, including public reporting, for regular audits of compliance and reviews of Codes of Practice, Eco-Field Guides and/ Regional Prescriptions	By December 2002
Att 7 Point 13	New South Wales to undertake audits as described above.	By the first and subsequent five-yearly reviews of the Agreement
Att 11 Point 1	The Parties to commission, complete and publish a review of the systems and processes used, and the Sustainable Yield calculated from Public Land as a result of the New South Wales review of Sustainable Yield described in clause 46 (f)	By the first five-yearly review
Att 11 Point 2	New South Wales to undertake, complete and publish independent audits of Sustainable Yield	In time for the second and subsequent five-yearly reviews.
Att 11 Point 5	New South Wales to establish a continuous FRAMES development program for the Eden region consistent with the Statewide FRAMES	By the first five-yearly review

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

~~PUBLIC REPORTING AND CONSULTATIVE MECHANISMS~~

~~Existing Commitments~~

~~1 The following processes currently include public reporting and consultative mechanisms relevant to the management of The Eden region's forests :~~

- ~~(a) preparation and amendment of Forest Agreements under the *Forestry and National Park Estate Act 1998* (NSW);~~
- ~~(b) preparation and amendment of Regional ESFM Plans under the Forestry Regulation 1974 (NSW) under the *Forestry Act 1916* (NSW);~~
- ~~(c) preparation and amendment of plans of management under the *National Parks and Wildlife Act 1974* (NSW);~~
- ~~(d) preparation and amendment of Integrated Forestry Operations Approvals under the *Forestry and National Park Estate Act 1998* (NSW);~~
- ~~(e) preparation and review of Codes of Practice;~~
- ~~(f) preparation, amendment and review of District Bushfire Management Committee plan of operations and Bush Fire Risk Management Plans (*Rural Fires Act 1997* (NSW));~~
- ~~(g) activities associated with the implementation of the *Threatened Species Conservation Act 1995* (NSW);~~
- ~~(h) activities associated with the implementation of the *Wilderness Act 1987* (NSW);~~
- ~~(i) nomination, preparation and possible contraventions of Recovery Plans and Threat Abatement Plans prepared under the *Endangered Species Protection Act 1992* (C'wth);~~
- ~~(j) listing of places on the Register of the National Estate under the *Australian Heritage Commission Act 1975* (C'wth);~~
- ~~(k) publication of State of the Environment reports including reporting against performance measures, Sustainability Indicators, audits, public participation, research and reviews;~~
- ~~(l) consultation with the Aboriginal community in relation to Aboriginal cultural heritage information;~~
- ~~(m) catchment management committees~~

- ~~(n) production of annual ESFM Reports on progress for meeting targets in Regional ESFM Plans and reporting on criteria, indicators and targets for the Eden region in accordance with the New South Wales *Eden Region Forest Agreement*~~
- ~~(o) production of annual Environmental and Social Values Report at a statewide level on the progress and performance of State Forests of NSW in accordance with the New South Wales *Eden Region Forest Agreement*~~
- ~~(p) publication of a New South Wales State of Parks report by April 2000~~
- ~~(q) production of an annual report for the New South Wales *Eden Region Forest Agreement* with respect to Ecologically Sustainable Forest Management in the region, and compliance with any Integrated Forestry Operations Approval for the region. As required by the *Forestry and National Park Estate Act 1998* (NSW).~~

Additional reporting and consultative mechanisms

2 Additional reporting and consultative mechanisms to be implemented by the State include:

- ~~(a) development of public participation mechanisms through the introduction of new partnerships (for example, the International Model Forest Network);~~
- ~~(b) publishing the document Ecologically Sustainable Forest Management for the Eden RFA Assessment within six months;~~
- ~~(c) Document the basis for silvicultural practices and publish silvicultural guidelines for commercial forest types by the 31 March 2000.~~
- ~~(d) publishing the results from the Yambulla and Tantawangalo Research Catchments by the year 2000;~~
- ~~(e) publishing the results from the Eden Burning Study by the first five yearly review;~~
- ~~(f) documenting and publishing a description of the New South Wales Forest Management System covering Public and Private Lands in time for the first five-yearly review.~~
- ~~(g) publishing within three months a description of the FRAMES system referred to in clause 46 (f) .~~
- ~~(h) publishing by the first five yearly review a description of the methods and results of calculating Sustainable Yield on Public Land, and publishing in time for subsequent five yearly reviews independent audits of Sustainable Yield, as outlined in Attachment 11.~~
- ~~(i) from 1999 the New South Wales government will table in each House of Parliament an annual report on its *Eden Region Forest Agreement* which will include an ESFM report and the outcomes of compliance with any Integrated Forestry Operations Approval for the region.~~

RESEARCH PRIORITIES

- 1 The Parties agree to hold annual discussions on research themes, coordination and potential future directions.
- 2 New South Wales will prepare for each five-yearly review, a compendium of New South Wales Forest research that will provide a bibliography of research in progress, as well as published and unpublished works.
- 3 Research priorities for this Agreement will be updated in each five-yearly Progress Report and discussed at annual meetings.
- 4 The Parties agree to include a summary of forest related research in each five-yearly Progress Report and include an update on current research themes.
- 5 Current research themes include:
 - Forest ecology and sustainability, including flora, fauna, soil and water conservation;
 - Forest health and biosecurity;
 - Forest Products innovation and value adding;
 - Forest resource assessment and security;
 - Forest carbon, bioenergy and biofuels;
 - Climate change impacts and adaptive management;
 - Effectiveness of management prescriptions;
 - Socio-economic values of forest based industries;
 - Cultural values and cultural use;
 - Fire ecology;
 - Long-term water quality and quantity impacts associated with Forestry Operations; and
 - Matters of National Environmental Significance.
- 1 ~~The major priority of future research in New South Wales will be an understanding of environmental impacts and the development of appropriate mechanisms to monitor and continually improve the sustainability of forest management practices. Accordingly, statewide research will continue on the following themes:~~

- ~~(a) silviculture;~~
- ~~(b) flora and fauna conservation;~~
- ~~(c) soil and water conservation;~~
- ~~(d) fire ecology;~~
- ~~(e) stem defect and wood quality in regrowth forests;~~
- ~~(f) climate change;~~
- ~~(g) biological inventory;~~
- ~~(h) value added end use;~~
- (i) Sustainability Indicators.

ATTACHMENT 7

(clauses 44, 46(g) and (h)(g), 95.8, 95.9 and Attachment 3 Attachments 1 and 2)

CONTINUAL IMPROVEMENTS TO OF THE NEW SOUTH WALES² FOREST MANAGEMENT SYSTEMS FRAMEWORK

New South Wales will ~~further~~ implement, adapt and improve its Forest Management Framework System across forest management agencies and land tenures by:

1. NSW National Parks and Wildlife Service ~~developing~~ maintaining an ~~Environmental Management System~~ environmental management system (EMS) or equivalent management system demonstrating ESFM, for lands dedicated under the *National Parks and Wildlife Act 1974* (NSW) consistent with the following broad principles:
 - an appropriate environmental policy should be in place;
 - the environmental aspects arising from the organisation's past, existing or planned activities, products or services should be identified to determine the environmental impacts of significance;
 - relevant legislative and regulatory arrangements should be identified;
 - priorities should be identified and appropriate environmental objectives and targets set;
 - a structure and program(s) to implement the policy and achieve objectives and targets should be established;
 - planning, monitoring, corrective action, auditing and review activities should be facilitated to ensure both that the policy is complied with and that the ~~environmental management system~~ EMS or equivalent management system remains appropriate;
 - the system should be capable of adapting to changing circumstances.
2. ~~State Forests of NSW developing a Native Forest Management System as an EMS, with the objective of achieving system certification comparable with the ISO 14000 series~~ Forestry Corporation of NSW maintaining a Forestry Corporation of NSW Hardwood Forest Management System as an EMS and maintaining EMS certification under ISO14001 or a demonstrated equivalent environmental management system.
3. ~~Adopting the New South Wales Biodiversity Strategy, taking into account the issues raised during its public consultation phase~~ Implementing the New South Wales Biodiversity Strategy or any subsequent biodiversity strategy which complements ESFM.
4. ~~Establishing Regional Vegetation Management Plans~~ Implementing a native vegetation regulatory map and regulatory framework under the *Local Land Services Act 2013* (NSW) which are coordinated together with other management plans, and

~~which documents allow for specific activities to occur under Codes of Practice that~~
comply with Regulatory Instruments.

5. Improving the coordination and effective use of resources allocated to research for ESFM in New South Wales.
6. Providing ongoing formal public participation processes to raise awareness and understanding of ESFM and how it can be achieved in New South Wales forests.
7. ~~Developing and implementing an~~ Implementing information management systems to facilitate the sharing of data for the use by all agencies, including local government, involved in the management of forested land.
8. Improving the cooperation and coordination between New South Wales Government agencies so as to achieve integrated management for conservation, wood production, and other values in Forests on both Public Land and Private Land ~~both public and private forests.~~
- 8A Developing and implementing a community awareness program to build understanding of ESFM and clearly relate these to management requirements for conservation and to the Regulatory Instruments governing activities in Forests on both Public Land and Private Land.
9. Improving administrative arrangements to ensure ~~Ecologically Sustainable Forest Management~~ ESFM on private forests including providing technical advice, extension services and research including assistance in the estimation of Sustainable Yield.
10. Maintaining and enhancing competency based training for field staff and ~~forest operators~~ staff or contractors undertaking Forestry Operations in flora and fauna identification and management, heritage management, soil and water protection, silvicultural training, inventory and management information systems, and Aboriginal cultural awareness and Aboriginal site identification. ~~and product segregation.~~
11. ~~Developing~~ Maintaining a Regional ESFM Plans or equivalent instrument which includes the ESFM strategy for the Eden region consistent with the New South Wales Eden Region Forest Agreement, any applicable Integrated Forestry Operation Approval applicable to the Eden region, and statutory requirements, and including:
 - Specification and description of the range of values and processes to be managed, including objectives and targets of management;
 - Descriptions of and links to Regulatory Instruments, standard operating procedures and guides or manuals ~~Codes of Practice, ESFM plans, Eco-Field Guides and associated silvicultural prescriptions;~~
 - Determination of Sustainable Yield ~~of wood values;~~

- Ongoing arrangements for monitoring activities specified in the plan and reporting against plan objectives and targets;
 - Processes for regular reviews of the plans involving public consultation.
12. ~~Incorporating by the first five yearly review within Regional ESFM Plans and plans of management under the *National Parks and Wildlife Act 1974* (NSW), provisions that address bush and other fires to ensure ecologically sustainable management of the forest estate. These plans will be consistent with the NSW Biodiversity Strategy and any Bush Fire Risk Management Plans. Integrating bush fire management, including hazard reduction burning activities, across tenure via co-ordinated Bush Fire Management Plans under the *Rural Fires Act 1997* (NSW).~~
13. ~~Establishing a process, including public reporting, for regular audits of compliance and reviews of Codes of Practice, Eco-Field Guides and/ Regional Prescriptions by December 2002 and undertake audits at first and subsequent five yearly reviews of the Agreement. This process is to be included in any environmental management system, including the SFNSW Native Forest Management System. Integrating pest animal and weed control activities across tenure via Regional Strategic Pest Animal Management Plans and Regional Strategic Weed Management Plans, which have been developed to support regional implementation of the *Biosecurity Act 2015* (NSW) and NSW Biosecurity Strategy.~~
14. ~~Granting Maintaining an Integrated Forestry Operations Approval under the *Forestry and National Park Estate Act 1998* *Forestry Act 2012* applicable to for the Eden region, noting that the Integrated Forestry Operations Approval will include the following:~~
- terms under which Forestry Operations may legally occur;
 - conservation for ~~Environment and Heritage Values~~ environment values to levels of achievement consistent with Attachments ~~1, 2 and 3~~ 1 and 2;
 - measures for biodiversity conservation, environmental protection and conservation of soil and water protection and threatened fish protection;
 - ~~procedures for auditing and reporting compliance with the terms of the Integrated Forestry Operations Approval, including documentation requirements;~~
 - linkages to prescribed fire management arrangements; and
 - measures for the recording and collection of data to inform adaptive management and continual improvement of the Integrated Forestry Operations Approval.
 - ~~procedures for providing information to reviews and processes for incorporating results into a subsequent Integrated Forestry Operations Approvals.~~

15. The Parties note that procedures for reviewing Integrated Forestry Operations Approvals are set out in the ~~Forestry and National Park Estate Act 1998~~ Forestry Act 2012 (NSW).
16. The Parties note that the terms of an Integrated Forestry Operations Approval will have primacy over other elements of the ~~SPNSW Native Forestry Corporation of NSW Hardwood~~ Forest Management System. The Parties recognise that the ~~SPNSW Native Forestry Corporation of NSW Hardwood~~ Forest Management System (including ~~Codes of Practice, Eco-Field Guides,~~ the Regional ESFM Plan, ~~the order of works plan~~ the plan of operations, and harvesting plans), will be the mechanism for implementing the terms of the Integrated Forestry Operations Approval on State forest.

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

- Criterion 1: Conservation of biological diversity
- Ecosystem diversity
 - Species diversity
 - Genetic diversity
- Criterion 2: Maintenance of productive capacity of forest ecosystems
- Criterion 3: Maintenance of ecosystem health and vitality
- Criterion 4: Conservation and maintenance of soil and water resources
- 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

A framework for development of these criteria and indicators is described in the document, *~~A Framework of Regional (Sub-National) Level Criteria and Indicators of Sustainable Forest Management in Australia~~* (Department of Primary Industries and Energy 1998) *Australia's Sustainable Forest Management Framework of Criteria and Indicators 2008-Policy Guidelines* (Commonwealth of Australia, 2008).

**MANAGING LANDS OF SIGNIFICANCE TO INDIGENOUS ABORIGINAL
PEOPLE**

- 1 New South Wales agrees to continue to manage CAR Reserve System ~~reserve and State forest on Public Land~~ lands with significance to ~~Indigenous~~ Aboriginal people according to the following principles:
 - ~~It is recognised by both the Commonwealth and State Government that the sum of the cultural heritage of the Aboriginal people of New South Wales is not confined to archaeological sites and artefacts but may include natural values such as flora, fauna and landforms.~~
 - It is appreciated by both Parties that the Aboriginal people of NSW have a spiritual, social, cultural and economic relationship with their traditional lands and waters, sky, ceremonial and viewing corridors and songlines, including natural values such as flora, fauna and landforms.
 - The Parties recognise that the cultural heritage of the Aboriginal peoples of NSW is a living cultural heritage, and intrinsic to their well-being.
 - The Parties recognise that the cultural heritage of the Aboriginal peoples of NSW comprises both intangible elements (such as beliefs, knowledge and practices) and tangible elements (such as objects, landforms, and ancestral remains).
 - ~~The Parties recognise are aware of the aspirations Aboriginal people have in regards to ownership and/or management of traditional of lands and the rights of Aboriginal Land Councils under the *Aboriginal Land Rights Act 1983* (NSW) for certain Crown lands to be returned to Aboriginal peoples, and are committed to a working relationship with Aboriginal communities for co-operative management of Government managed lands as agreed which may include lands managed by NSW National Parks and Wildlife Service and State Forests.~~
 - Both Parties appreciate that the *Native Title Act 1993* (Cth) provides opportunities for Aboriginal people to make application to the Federal Court for their native title rights to be determined and to negotiate Indigenous Land Use Agreements with the NSW Government for the management of Public Land in their native title area.
 - The Parties recognise the rights Aboriginal people have in regards to management of traditional lands, and are committed to a working relationship with Aboriginal communities for co-operative design of relevant strategies and policies and co-operative management of Government managed lands as agreed, which may include lands managed by NSW National Parks and Wildlife Service and the Forestry Corporation of NSW.

- An integral part of this commitment to co-operative management is the transmission of culture to provide opportunity increase in opportunities for local Aboriginal people to gain valuable land management access training and subsequent to gain employment, where possible, to ensure that Aboriginal people can continue to strategically manage effectively participate in the management of their traditional country, where that country includes Forests on Public Land.
- The New South Wales Government has provided for Aboriginal people to own lands reserved under the *National Parks and Wildlife Act 1974* (NSW) that are of cultural significance to them through the *National Parks and Wildlife Amendment (Aboriginal Ownership) Act 1996* (NSW). Both Parties ~~appreciate~~ acknowledge that there are National Parks and reserves within the Eden region that may meet the terms of the ~~Act~~ *National Parks and Wildlife Act 1974* (NSW), and actively advocate the assessment of the Eden region for this purpose.
- Both Parties support initiatives between Government agencies (both State and Local) and Aboriginal communities, that will both strategically manage and preserve New South Wales' rich cultural heritage, and ensure that ~~all~~ development the maintenance and enhancement of the CAR reserve Reserve System ~~appropriately~~ considers Indigenous Aboriginal interests and values.
- The Parties will, with Aboriginal stakeholders, identify funding opportunities to support Aboriginal participation in Forest Management, in particular any Forest Estate areas identified as of special significance to Aboriginal people in the Eden region, for example Working on Country and Indigenous Protected Area programs.
- Aboriginal parties will be invited to participate in any new partnership arrangement evolved out of this Agreement for the management of the CAR reserves Reserve System.
- The management arrangements for access to and use of Ben Boyd National Park and Nadgee Nature Reserve will be resolved by a formal process between the NSW National Parks and Wildlife Service and Aboriginal people.
- The Parties recognise that ~~Aboriginal people may~~ common law holders of native title rights and interests, and registered claimants for determinations of native title rights and interests, under the *Native Title Act 1993* (Cth) may have the opportunity to obtain or maintain right to access to and use certain Government managed lands for the purposes of cultural practice recreational, as well as traditional values and uses, and ceremonial purposes, and that opportunities may exist for the commercial development of areas of cultural/economic significance. This includes access to Forest Products.
- The NSW Government recognises that opportunities exist for Aboriginal people in the commercial development of areas of economic significance or in the commercial use of Forest Products, and agrees to respond to requests from the

Aboriginal community to develop these opportunities, for example through existing training and mentoring programs.

- 2 The Parties agree to use best endeavours to meet and exceed government Aboriginal employment and procurement targets in the Eden RFA region, particularly in relation to public Forests and cultural heritage management.

Management of additional areas of National Park

- 2 ~~The creation of 33 000 hectares of National Parks additions in the Eden region, including the addition of 7 760 hectares to the Brogo Wilderness and the declaration of the new 15 950 hectares Yowrie Wilderness is a key outcome. The need is recognised for additional NSW National Parks and Wildlife Service staff to be employed in the management of the additional reserve areas, including four Aboriginal staff to specifically manage areas of significance to the Aboriginal community. Fourteen positions including four Aboriginal staff are expected to be employed in cultural heritage and joint management initiatives, supported by \$1.2 million per annum over five years funded by the New South Wales Government.~~

**PROPOSED EMPLOYMENT AND INDUSTRY DEVELOPMENT
INITIATIVES**

1. ~~Consistent with clause 98 the following proposed employment and industry development initiatives will be given priority for consideration. The indicative funding requirements and employment benefits outlined below have been developed by New South Wales.~~

Eden Recovery Mill

- 2 ~~Tablelands Sawmills Pty Ltd currently operates hardwood sawmills at Bombala and Cooma and is undertaking restructuring of sawmilling in the region following the CRA process. This initiative will see Tablelands Sawmills develop a new recovery sawmill at Eden, utilising Quota Sawlogs and non quota Sawlogs, kilns drying and other processes to maximise production of solid wood products, to maximise value-adding opportunities. The recovery sawmill will be constructed on the old Boral sawmill site in Eden and will employ workers from the existing Tablelands sawmills at Cooma and Bombala.~~

~~*Indicative funding requirements :* \$12 million for the project which would include a significant contribution from industry.~~

~~*Employment benefit at indicative funding levels:* 44 positions in total, which would include 4 additional jobs in sawmilling when the recovery operation is fully implemented.~~

Export of Pulplogs from Bombala Plantations

- 3 ~~This project, which commenced operation in January 1999, provides for a short-term harvesting and haulage subsidy for thinning the 34 000 hectare softwood plantation at Bombala and exporting the pulplogs to Indonesia, Korea and Japan. The project utilises the new log export facilities at Port Kembla and will provide maximum regional benefits as well as creating employment opportunities including opportunities for displaced timber workers.~~

~~*Indicative funding requirements:* \$1.333 million per annum over three years.~~

~~*Employment benefit at indicative funding levels:* 30 new positions.~~

Commercial Regrowth Thinning

- 4 ~~Opportunities exist in the Eden region to expand the mechanised thinning of regrowth native forest. This initiative would provide financial assistance to enable transfer of activities from mature stand harvesting to commercial regrowth thinning. Financial assistance would be required for a period of five years enabling sufficient growth of the productive forest to enable operations on a fully commercial basis after this time.~~

Indicative funding requirements: \$2.0 million over 5 years.

Employment benefit at indicative funding levels: 5 positions.

Sustainable Sawlog Production (Thinning and Fertilising)

- 5 Since 1996 State Forests of NSW has undertaken a pilot project in the Eden Management Area to undertake thinning of young regrowth stands using brushcutters and chainsaws. The results indicate that this work is beneficial in promoting the future volume and value of Sawlogs and other high value log products. This forest management initiative would extend this thinning program.

Indicative funding requirements: \$700 000 per annum over five years

Employment benefit: 11 new positions for five years.

Resource Inventory

- 6 It is a fundamental requirement that further resource inventories be undertaken to continually monitor the extent and growth of the regrowth timber resource in the Eden region. This is and will be used to support ongoing management of the timber production forest to include regrowth stands so that identification of their timing as a source of future Sawlog supplies is achieved.

Indicative funding requirements : \$1 million over 5 years

Employment benefit at indicative funding levels: 4 new positions for five years.

Aboriginal Community Development

- 7 There is a clear need to provide Aboriginal communities with increased opportunities to pursue traditional cultural activities, cultural heritage management and new economic ventures. This initiative will provide jobs in the Aboriginal community through training and use of Aboriginal cultural heritage management skills. However, development of suitable infrastructure is important to meet the needs of the community and to undertake cultural heritage management activities. This initiative recognises the need for funding in order to plan on-site works before such ventures could become self-funding.

Indicative funding requirements: \$150 000 over 2 years.

Employment benefit at indicative funding levels: Would develop jobs in the local Aboriginal community, via the provision of suitable training and infrastructure requirements.

Training in Environmental Management

- 8 State Forests of NSW and the industry are developing a further series of training courses in environmental management that will meet national competency standards. The training course will be designed to underpin the Environmental Management System (EMS) to be implemented by State Forests. The courses will focus on a 'continuous improvement' objective via a specific contractor skill

~~improvement strategy. The courses under development will complement timber workers' existing training, by incorporating flora and fauna management, archaeology and cultural heritage. It is intended that all industry personnel will undertake this training over a two year period. Financial assistance in the form of seed funding would be necessary for the development and delivery of the courses and to ensure that they are self sustaining in the longer term.~~

~~*Indicative funding requirements:* \$1 million over a two year period.~~

~~*Employment benefit at indicative funding levels:* Although considered employment neutral, there would be a need for administrators and course facilitators for the duration of the training.~~

SUSTAINABLE YIELD SYSTEMS AND PROCESSES

- 1 ~~The Parties agree to commission a review of the systems and processes used, and the Sustainable Yield calculated from Public Land as a result of the New South Wales review of Sustainable Yield described in clause 46 (f), to be completed and published in time for the first five yearly review. The Parties agree that Sustainable Yield calculations and the method and processes used, are important in realising ESFM on the State forest and Crown-timber land estate.~~
- 1A The Parties agree that FRAMES provides a sound basis for volume allocations at the strategic level and will be used to estimate Sustainable Yield. Further information on FRAMES and its history and implementation can be found in the document *Forest Resource and Management Evaluation System (FRAMES) – A Report on its Development and Implementation to 30 June 2016* (FCNSW).
- 2 ~~New South Wales will undertake independent audits of Sustainable Yield to be completed and published in time for each subsequent five yearly review New South Wales will review and update Sustainable Yield calculations from State forest at least once every five-year review period, or more frequently on an as needs basis. Sustainable Yield calculations will be based on modelling with the goal of yielding the maximum non-declining yield of High Quality Logs over a minimum period of 100 years.~~
- 3 ~~Reviews and audits carried out in accordance with paragraphs 1 and 2 shall have regard to the commitments in paragraph 5. New South Wales will commission an independent audit of Sustainable Yield calculations at least once every five-yearly review period having regard to the elements in item 5.~~
- 3A New South Wales will make publicly available the independent audit of Sustainable Yield calculations by publication on the website of the relevant department or agency. Sustainable Yield calculations will address relevant Forest Products for the Eden region, which may include High Quality Logs, Low Quality Logs, Pulpwood and Other Wood Products.
- 4 ~~Any changes in the volumes specified in clause 73 volume allocations to the timber and forest-based industries will be based on Sustainable Yield and be consistent with modelling using FRAMES or an equivalent system.~~
- 5 ~~New South Wales will establish a continuous FRAMES development program for the Eden region consistent with the Statewide FRAMES and including the following elements before the first five yearly review New South Wales will maintain a continual improvement program for FRAMES including the following elements:~~
 - Establishing processes for appropriate internal reviews and audits of Sustainable Yield as part of the Forestry Corporation of NSW Hardwood Forest Management System.

- Document and review systems, processes, models and databases used in the calculation of Sustainable Yield specifically:
 - growth models and growth model inputs;
 - inventory plot currency and measurement;
 - spatial inputs that determine the modelled net harvest area;
 - silviculture, product recovery, yield tables and modelling assumptions to ensure that the modelled outputs reflect current practices and actual yields;
 - resource risk management aspects and mitigations (e.g. changes to the model due to resource loss through fire, changes to legislation or Regulatory Instruments that alter access to the resource and invalidate current modelling assumptions, or other impacts associated with climate change); and
 - monitor and publish a reconciliation of predicted versus actual Forest Products yields in the third and fifth years of every five-year period.
- ~~Continuous monitoring of predicted versus actual annual product yields and component measures as described in Section 3.5 of the New South Wales Eden Region Forest Agreement;~~
- ~~Increasing the number and coverage of permanent growth plots to cover an appropriate range of sites, as described in Section 3.1 of the New South Wales Eden Region Forest Agreement;~~
- ~~Continuing permanent growth plot measurement, updating growth models and development of new models to reflect changing silviculture and thinning regimes;~~
- ~~Implementing an ongoing system of strategic inventory plot measurement as described in section 3.5 of the New South Wales Eden Region Forest Agreement;~~
- ~~Implementing a harvest monitoring and mapping program that progressively improves estimates of net harvestable area and informs monitoring and reporting against Sustainability Indicators as described in Attachment 9 of the New South Wales Eden Region Forest Agreement;~~
- ~~Implementing a system to validate simulation models and carry out sensitivity analyses to help determine the likely error associated with the estimate of Sustainable Yield;~~
- ~~Implementing a repeatable process for scheduling Sustainable Yield that optimises sustainable use objectives consistent with the New South Wales Eden Region Forest Agreement;~~

- ~~Implementing a process to take into account the risk of fire, changes in Integrated Forestry Operations Approvals and other potential risks in calculating Sustainable Yield;~~
- ~~Documenting systems, processes, models and databases used in the calculation of Sustainable Yield;~~
- ~~Establishing processes for appropriate internal reviews and audits of Sustainable Yield as part of the SFNSW Native Forest Management System.~~

ATTACHMENT 12
(clauses ~~32-53A~~, 55, 64, 64A and Attachment 1)

CONSERVATION MECHANISMS ON PRIVATE LAND

1. Both Parties agree that CAR Values on Private Land are complementary to the CAR Reserve System identified on Public Land.
2. Both Parties agree that in complementing the CAR Reserve System on Public Land, conservation on Private Land can only be voluntary.
- 2A Both Parties recognise that for Private Land to be included in the CAR Reserve System, the conservation mechanism (as outlined in point 5) applied must be legally binding and in-perpetuity.
3. Both Parties agree that the ~~principles that~~ following objectives should apply to the voluntary ~~protection~~ conservation of CAR Values on Private Land ~~are as follows~~:
 - seek to maximise protection of agreed CAR Values;
 - that the processes are clearly understood by the community;
 - ~~are~~ that real partnerships are developed;
 - that the outcomes will provide benefits for all parties; and
 - that actions must be strategic and integrated.
4. Both Parties agree that the most important elements in any mechanism designed to achieve conservation management of Forests on private forested land ~~Private Land~~ in the Eden region are:
 - effectiveness of the outcomes;
 - ownership of the process;
 - simplicity of the process;
 - clarity of roles of the participants;
 - certainty of the outcomes;
 - flexibility in the approaches adopted; and
 - equity between participants.
5. Both Parties agree that a range of conservation mechanisms are applicable to Private Land. These may include mechanisms which are legally binding and in-perpetuity, or non-legally binding and/or fixed term, such as:
 - voluntary options under the Conservation Partners Program;

- ~~Voluntary Conservation Agreements~~;
 - landholder initiated agreements;
 - noncontractual voluntary agreements;
 - fee for service;
 - voluntary acquisition;
 - fixed term common law contract;
 - in perpetuity common law contract;
 - community grants;
 - property management plans;
 - voluntary land and water management plans; and
 - other mechanisms that may be developed to suit individual landholders or situations.
6. Both Parties agree that capacity building within the private landholder estate to support individual and community decision making are prerequisites to the voluntary processes outlined above.
7. Forest Ecosystems that require conservation on Private Land have been listed and prioritised in Table 1.
8. ~~NSW will establish a Regional Vegetation Committee in the Eden region and provide it with funding to provide for the conservation of Forest Ecosystems that are rare or non-existent on Public Lands. Short term employment positions are expected to be available over two years. The areas of priority Forest Ecosystems and Non-Forest Ecosystems in the CAR Reserve System on Private Land as at June 2016 are provided in Table 1A.~~

Table 1 Priorities for the CAR Reserve System on Private Land

Priority for voluntary protection of Forest Ecosystems <u>on Private Land</u>		
High Priority	Moderate Priority	Low Priority
<i>Forests</i>		
20 Bega Dry Grass Forest	1 Dry Rainforest	22A <u>73</u> Monaro Dry Grass Forest
21 Candelo Dry Grass Forest	71 Monaro Basalt Grass Woodland	
40 Riverine Forest	36 Dune Dry Shrub Forest	
<i>Non-Forests</i>		
23 Monaro Grassland	39 Northern Riparian Scrub	
60 Floodplain Wetlands		

Table 1A Area of priority Forest Ecosystems and Non-Forest Ecosystems in the Eden RFA region CAR Reserve System on Private Land as at June 2016

<u>Forest Ecosystem</u>	<u>Total Ecosystem Area (hectares)</u>	<u>Area in CAR Reserve System on Private Land (hectares)</u>	<u>Proportion in CAR Reserve System on Private Land as at 30 June 2016 (%)</u>
20 Bega Dry Grass Forest	3,808	63	1.7
21 Candelo Dry Grass Forest	1,463	5	0.3
40 Riverine Forest	65	0	0
1 Dry Rainforest	42	0	0
71 Monaro Basalt Grass Woodland	3,387	2	0.1
36 Dune Dry Shrub Forest	603	10	1.7
73 Monaro Dry Grass Forest	3,615	0	0
<u>Non-Forest Ecosystem</u>			
73 Monaro Grassland	331	0	0
60 Floodplain Wetlands	516	0	0
39 Northern Riparian Scrub	485	2	0.4

It should be noted that these are priorities only for protection by voluntary conservation mechanisms.

Rainforest Protection

9. Rainforest is protected from Forestry Operations in accordance with the Private Native Forestry Code of Practice.

Old Growth forest

10. Old Growth forest is protected from Forestry Operations in accordance with the Private Native Forestry Code of Practice.

Additional Protection for Forest Ecosystems

11. Under the Private Native Forestry Code of Practice, Forestry Operations in and adjacent to specified landscape features must comply with requirements to protect these features. This includes requirements to protect endangered ecological communities, endangered populations, vulnerable ecological communities, wetlands, heathland, rocky outcrops and steep slopes.
12. The Private Native Forestry Code of Practice contains standards for the protection of threatened ecological communities and threatened species.

Protections on Private Land subject to Plantation authorisation

13. For Plantations on Private Land, the Plantations and Reafforestation (Code) Regulation 2001 (NSW), contains standards for the protection of soil and water, biodiversity, and places, objects or items of heritage significance.

DATA ACCESS PRINCIPLES

1. Introduction

The intention of these principles is to ensure that the data used in the NSW Regional Forest Agreements (RFAs) is readily accessible and available to assist in the development and ongoing implementation of the RFA. It is not generally intended that the data will be used as a mechanism for obtaining income for either government.

This document is intended to provide procedures for issues related to data access, distribution, ownership and custodianship for the NSW CRA/RFA process.

This document expands on the data related principles described in the Scoping Agreement for the NSW RFA. Where an interpretation of a Scoping Agreement principle is made the Scoping Agreement is referred to.

The Scoping Agreement does not explicitly deal with access to software tools that will be used in the NSW CRA/RFA. Access to software tools by agencies and other stakeholders will be dealt with by the Steering Committee on a case by case basis.

Non-government participants will have access to data in accordance with this document until the signing of the relevant RFA. In all instances data will be provided to non-government participants at avoidable cost only.

The issue of ongoing access to data by non-government participants beyond the signing of the RFA will be addressed as part of the development of the RFA in accordance with the principles set out in this document.

2. Definitions

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

<i>Archived Data:</i>	These data includes source, derived and assessment data which was used to develop the RFA, and shall be accompanied by metadata. The Data Archive is designed to ensure base line data is available for undertaking RFA reviews. Access shall be consistent with the principles contained in this document and arranged through the custodian.
<i>Assessment Data:</i>	All assessment and integration project outputs and products required to complete the NSW Regional Forest Agreements (as determined by the Joint Steering Committee).
<i>Avoidable Cost:</i>	Cost of supply or transfer. The cost incurred in supplying or transferring the information, which would not have been incurred had the transaction not taken place.
<i>Custodian:</i>	A custodian of data, or component of that data, is an individual or organisation having the responsibility to ensure that the data is collected and maintained according to specifications and

	priorities determined by consultation with the user community, and made available to the community under conditions and in a format that conform with established standards and policies (eg ANZLIC Guidelines for Custodianship, 1998).
<i>Data Availability:</i>	Access and exchange of data via electronic and other means and with the knowledge and advice of the custodian subject to a data agreement.
<i>Data Licence Agreement:</i>	A document which authorises the use of a data set or a number of datasets for a specified purpose. The Licence agreement will also specify any restrictions on the use of the data sets.
<i>Derived Data:</i>	This includes data which is obtained by analysis, modelling, aggregation or other complex manipulation of data. A derived data set can have either source data or other derived data sets as inputs to its creation.
<i>Existing Data:</i>	Data and/or data sets that existed in either Commonwealth or NSW State agencies prior to commencement of assessment or integration projects.
<i>Metadata:</i>	Information about data or datasets including descriptions or specifications of source data or derived information. Metadata are to be recorded in a standard format.
<i>Owner:</i>	The individual organisation or jurisdiction that holds the intellectual property rights over a particular set of information or data.
<i>Software Licence:</i>	A document authorising the use of Software for either general use or for specified purposes.
<i>Software:</i>	Systems, programs and other software tools to be used in assessments (CRAs) and negotiation/integration.
<i>Source Data:</i>	Data which is not obtainable from other data or derivable by combining other data sets.
<i>Trustee:</i>	The individual or organisation holding and maintaining a data set for CRA/RFA use. The trustee may hold and distribute data on behalf of the custodian for CRA/RFA purposes. The responsibilities of the Trustee are only valid prior to the signing of the RFA/s to which the data relates.

3. Metadata

~~The Australia New Zealand Land Information Council (ANZLIC) metadata standards as supplemented for the NSW CRA/RFA process (see CRA Data Manual) will be used to describe all Source Data and Derived Information. Metadata for a given data set is the responsibility of the custodian for that data set and will be freely exchanged in electronic form.~~

~~All Metadata must be approved by the Steering Committee.~~

~~The ANZLIC metadata standard has been adopted as the metadata standard for the NSW CRA/RFA. (Reference: ANZLIC *Guidelines: Core Metadata Elements: Version 1—Metadata for high level land and geographic data directories in Australia and New Zealand*. ANZLIC 1996.).~~

4. — Data Access Categories

~~There are three categories of data access:~~

- ~~i) — Restricted~~
- ~~ii) — Licensed~~
- ~~iii) — Unrestricted~~

~~It is envisaged that, over time, data may be reclassified from one access category to another, subject to the approval of the data owner(s) and the notification of the custodian of this reclassification.~~

5. — Existing Source Data

~~It is the responsibility of each Technical Committee to ensure that every project conforms to the data audit procedures. The Data Audit Process document describes the process to be followed for data audit and accreditation for the NSW RFAs.~~

~~All source data will be described by standard metadata preferably supplied by the provider.~~

~~Existing access arrangements imposed by the custodian shall apply to existing source data. Where source data is used as an input to a derived dataset, access to the derived dataset shall be consistent with the principles outlined in section 7 of this document.~~

~~Where a need is demonstrated, existing source data will be exchanged between participants subject to a data agreement and to any confidentiality provisions which limits its usage beyond that specifically agreed to for the purposes of the RFA.~~

~~Release of existing source data will be determined by the Steering Committee in accordance with section 19d of the Scoping Agreement.~~

6. — Newly Funded Data

~~The NSW Scoping Agreement states:~~

~~“Where the Commonwealth contributes funds for data collection or collation, the new and enhanced data will be considered jointly owned and New South Wales agrees to provide this data to the Commonwealth electronically in map and tabular form as appropriate.” (clause 22)~~

~~Furthermore, it is the responsibility of the Steering Committee to “agree on the ownership of all data and priorities for data exchange” (clause 6).~~

~~Therefore, in accordance with the principles of the Scoping Agreement, all information whose collection and collation is jointly funded by the Commonwealth and the State for the implementation, monitoring or reporting of the RFA, wherever it is prepared in a form capable of ownership, will become jointly owned unless otherwise agreed by the joint Commonwealth and NSW Steering Committee (see Single Ownership of Newly Funded Data below).~~

~~Details of custodianship, management, maintenance, access and use will be agreed to on a case by case basis, according to whether data is classified as 'Restricted', 'Licensed' or 'Unrestricted'. Each of these categories has different content, management, maintenance access and use as detailed below. The classification of each dataset will be agreed on a case by case basis and will apply to the datasets agreed for the purposes of the RFA.~~

~~Assessment data consisting of newly funded data will be freely exchanged and available to the non-custodian Government and stakeholders for the purpose of the RFA and subject to any confidentiality provisions contained in the Scoping Agreement (SA para 20 refers).~~

~~All newly funded source data will be described by standard metadata.~~

Jointly Owned Newly Funded Data

Restricted Data

- ~~• Restricted data is data which is considered sensitive by a data owner(s) and is only available to third parties by agreement of both owners on a case by case basis.~~
- ~~• The State and Commonwealth governments will agree on the appointment of a single custodian to manage, maintain and release the data.~~
- ~~• A non-custodian owner will be provided with an up to date copy of the data on request.~~

~~Except where both data owners agree, Restricted Data may only be used for:~~

- ~~• RFA purposes (to be defined)~~
- ~~• Provision of advice to State or Commonwealth Ministers~~
- ~~• Fulfilling statutory obligations that do not relate to the RFA~~

~~Access to Restricted Data by third parties will be subject to users entering into a formal licence agreement with the custodian. It will be the custodian's responsibility to obtain the agreement of both owners before the data may be released.~~

~~The custodian will maintain a register of all data transfers which will be available to either government.~~

Licensed Data

- Licensed data will be available to third parties under a licence agreement with the custodian.
- The State and Commonwealth governments will agree on the appointment of a single Custodian to manage, maintain and release the data.
- A non-custodian owner will be provided with an up-to-date copy of the data on request.

Licensed data may be used:

- by the Commonwealth or State for any internal government purpose; or
- by any third party upon request.

The custodian will maintain a register of all data transfers which will be available to either government.

Unrestricted Data

- Unrestricted data is freely available to the public without restriction.
- The State and Commonwealth governments will agree on the appointment of a single custodian to manage, maintain and release each dataset.

Unrestricted data and products may be used:

- 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 New South Wales and the Crown in Right of the Commonwealth of Australia”.

Singly Owned Newly Funded Data

Where the RFA process has funded only the enhancement of, or minor additions to, existing data there may be a case for granting single ownership of the new and enhanced data to the owner of the existing data. In such instances the Data Owner will instruct the custodian to grant the other government a licence agreement in accordance with the data classification.

7. Derived Data

It is recognised that derived data relates to those coverages and products used at the time of Integration and not any later modifications of those data.

Derived data will customarily be jointly owned by the Commonwealth and NSW governments subject to the agreement of the custodian (or custodians in the case of multiple source data layers) and the lead agency involved in its derivation.

~~The custodian of the derived data will be agreed to by both governments subject to the agreement of the custodian of the source data and the lead agency~~

~~involved in its derivation.~~

~~Both governments agree to negotiate in good faith to resolve the issues of ownership, custodianship and access to the data.~~

~~Derived data will fall into three access categories, namely restricted data, licensed data and unrestricted data.~~

~~Restricted Derived Data~~

- ~~• Restricted data is data which is considered sensitive by a source data owner or the lead agency responsible for the derivation of the data. It is only available to third parties by agreement of both owners on a case-by-case basis.~~
- ~~• The State and Commonwealth governments will agree on the appointment of a single custodian to manage, maintain and release the data.~~
- ~~• A non-custodian owner will be provided with an up-to-date copy of the data on request.~~

~~Except where both data owners agree, Restricted data may only be used for:~~

- ~~• RFA purposes (to be defined);~~
- ~~• Provision of advice to State or Commonwealth Ministers;~~
- ~~• Fulfilling statutory obligations that do not relate to the RFA.~~

~~Access to Restricted data by third parties will be subject to users entering into a formal licence agreement with the custodian. It will be the custodian's responsibility to obtain the agreement of both owners before the data may be released.~~

~~Licensed Derived Data~~

- ~~• Licensed Derived data will be available to third parties by agreement with the custodian.~~
- ~~• The State and Commonwealth governments will agree on the appointment of a single Custodian to manage, maintain and release the data.~~
- ~~• A non-custodian owner will be provided with an up-to-date copy of the data on request.~~

~~Licensed Derived Data may be used:~~

- ~~• by the Commonwealth or State for any internal government purpose; or~~
- ~~• by any third party upon request.~~

~~Access to Licensed Derived data by third parties will be subject to users entering into a formal licence agreement signed by the custodian. The custodian will maintain a register of all data transfers which will be available to either government on request.~~

~~Each of the agreed derived data sets is to be described by metadata by the dataset creator and as approved by the Steering Committee.~~

~~Assessment data consisting of derived data sets and products will be freely exchanged and available to the non-custodian government and stakeholders for the purpose of the RFA and subject to any confidentiality provisions contained in the Scoping Agreement (SA para 20 refers).~~

~~During the RFA process, the provision and presentation of derived information to third parties will be determined by the Steering Committee.~~

~~Issues relating to the intellectual property of derived data sets will be~~

~~addressed in a fashion consistent with that outlined above on a case by case basis consistent with clause 19 (d) of the Scoping Agreement.~~

Unrestricted Derived Data

- ~~• Unrestricted derived data is freely available to the public without restriction.~~
- ~~• The State and Commonwealth governments will agree on the appointment of a single custodian to manage, maintain and release each dataset.~~

~~Unrestricted Derived Data and products may be used:~~

- ~~• 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 New South Wales and the Crown in Right of the Commonwealth of Australia”.~~

8. Assessment Data

~~For each study in the RFA process, the Steering Committee will agree on what data sets (draft and final) will be required to enable the RFA to be developed.~~

~~This assessment data will usually comprise both derived data and source data, for example, fauna and flora models, woody/non-woody cover and the planning unit layer.~~

~~Some data may also be required to provide context for the integration phase of the process.~~

~~Where necessary, agreement may be needed from the relevant Technical Committee on how these derived information sets are expressed as products. An example would be a map showing a number of classes at a particular scale.~~

~~Assessment data will be released for distribution as final draft with endorsement of the relevant Technical Committee. To be considered a final draft, a data set will include metadata to the agreed standard.~~

~~The final data to be used in integration and options development must be approved by the Steering Committee with advice of the Technical Committees.~~

~~Assessment data will normally be available to all relevant parties to the CRA/RFA at the completion of the relevant project, subject to paragraph 19(d) outlined in the Scoping Agreement and other appropriate sections of this document.~~

~~9. Participant access to works in progress~~

~~The release of draft data is generally discouraged due to difficulties directly related to the incomplete nature of the dataset. These difficulties include decreased data integrity and issues that arise from having more than one representation of the same theme. However, it is recognised that there are a number of instances where it appropriate for some groups or individuals to obtain access to draft datasets.~~

~~Approval by Chairs of Technical Committee~~

~~Generally, approval for the release of draft data shall be decided on a case by case basis by the Co-Chairs of the technical committee responsible for the project to which the draft data relates.~~

~~Draft data may be released:~~

- ~~• to test or prototype an approach, or to trial formatting and data conversion techniques (N.B. Data is to be used for testing purposes only, and not used to derive a product for use in the CRA/RFA process); or~~
- ~~• to satisfy statutory requirements not related to the RFA (e.g. use of fauna records to assist SFNSW in setting fauna management prescriptions as part of harvest plan preparation).~~

~~If the release of draft data is approved, data may be released to:~~

- ~~• agency personnel, stakeholders or consultants who are actively involved in the conduct of the project (i.e. performs compilation, collation, validation, interpretation or analyses tasks) to which the data relates, or a project reliant on the draft data for testing purposes; and/or~~
- ~~• agency personnel who are reliant on the draft data to satisfy statutory requirements on behalf of the agency requesting the draft data.~~

~~Approval by Chairs of Data Management Group~~

~~In circumstances where a project is dependent on the output data from other projects to facilitate its completion, release of an incomplete dataset may increase the risk of having two diverging datasets for the same theme. Requests for the release of draft data in such cases shall be determined by the Co-Chairs of the CRA Data Management Group.~~

~~Project managers should consider the following issues before requesting release of draft data for such purposes (the Co-Chairs will also base their decision on consideration of these issues):~~

- ~~• the consequences for the project of the requesting agency of not receiving the draft data;~~
- ~~• the scope for the project to wait for the completed dataset; and~~
- ~~• the likelihood of two diverging datasets for the same theme occurring and the impact on the CRA/RFA process of such an occurrence.~~

~~Where access to draft data is approved the Data Trustee will provide access and a data licence agreement for the draft data. The Data Trustee will make the data available to the recipient:~~

- ~~• as early as possible after the request;~~
- ~~• in electronic form;~~
- ~~• with metadata attached (as per the CRA Data Manual) including information indicating the limitations of the particular version; and;~~
- ~~• appropriate advice on the use of the data~~

10. — Data Licence

~~Unless otherwise agreed by the owner(s) of the data, all data distributed to third parties or for use within the RFA process will be accompanied by a data licence covering access and use. The custodian of the data will issue the licence. For use within the RFA it would be expected that the Trustee of the data set would co-ordinate the issue of the licence and distribution of the data set.~~

~~Following the signing of the RFA, unless other processes are established, data access and issue of licences will be the direct responsibility of the custodian.~~

11. — Data Request Form

~~The NSW RFA Request for Data form (Attachment 1) should be forwarded to the data custodian and, if approved, a data licence will be supplied.~~

12. — RFA Data Archive

~~The intention and purpose of the RFA Data Archive is to ensure baseline data is available for undertaking RFA reviews, not for general access.~~

~~The RFA Data Archive will include copies of all information, including metadata, required for the purposes of meeting Regional Forest Agreement obligations and undertaking RFA assessments (as determined by the Steering Committee). Where possible the data will be stored in a published format (e.g. shapefile, RTF, HTML). The~~

~~Archive will include a list of the data, custodian and access category and will be finalised for each RFA region prior to signing the RFA.~~

~~Prior to the signing of the Regional Forest Agreement the responsible agencies will lodge an electronic copy of the relevant information products used in the RFA process in the Archive. Copies of the data will be held at two State and two Commonwealth locations. When this is prevented for existing source data (through provisions of Clauses 19c and 19d of the Scoping Agreement) the data must be archived by the custodian in a manner satisfactory to both governments. This form of remote archiving of data should be avoided wherever possible.~~

Management and Maintenance of the RFA Data Archive

~~The managers of the NSW copy of the RFA Data Archive will be State Forests of New South Wales and NSW National Parks and Wildlife Service.~~

~~The managers of the Commonwealth copies of the RFA Data Archive will be Environment Australia—Department of Environment, and Department of Primary Industries and Energy.~~

~~All archiving of data must provide appropriate security and continuing recoverability of data (preferably by CD ROM).~~

Use of the RFA Data Archive

~~The governments will have access to all data in the Archive as baseline data for RFA review purposes:~~

- ~~• to meet obligations described in the Regional Forest Agreement;~~
- ~~• to meet statutory obligations; and~~
- ~~• for the purposes associated with the provision of advice to State or Commonwealth Ministers.~~

~~Data from the archive will be accessible, via the custodian, consistent with the principles in this document.~~

~~Data in the Archive will not be changed unless to correct an error occurring during the archiving process, in which case all data archives held by governments must be notified and updated by the custodian.~~

~~Access to data from the Archive by non-government participants will be restricted. Requests for access will be dealt with on a case-by-case basis in consultation with the custodian.~~

~~The Data Archive will not otherwise be accessible to third parties.~~

13. Data Access to Non-RFA Participants

~~Data access to non RFA participants will be addressed on a case by case basis, consistent with appropriate sections of this document, using the Data Request Form (attached), through the custodian.~~

~~14. Participant Access to Assessment Data Post RFA Signing~~

~~Not later than one month after the signing of the RFA, each participant will delete or cause not to be accessed all copies of data which they do not own but were provided with for RFA purposes.~~

~~A copy of the Licensed and Unrestricted Access data as archived will be supplied to all participants subject to the provisions of Clause 19d of the Scoping Agreement.~~

~~15. Contacts~~

~~Correspondence should be marked to the attention of the GIS Manager in the relevant agency.~~

~~NSW National Parks and Wildlife Service~~

~~PO Box 1967~~

~~HURSTVILLE NSW 2220~~

~~Ph: 02 9585 6444~~

~~State Forests of NSW~~

~~Bldg 2, 423 Pennant Hills Road~~

~~PENNANT HILLS NSW 2120~~

~~Ph: 02 9980 4100~~

~~Department of Agriculture, Fisheries and Forestry – Bureau of Rural Sciences~~

~~PO Box E11~~

~~BARTON ACT 2600~~

~~Ph: 02 6272 4689~~

~~Environment Australia, Department of Environment~~

~~GPO Box 787~~

~~CANBERRA ACT 2600~~

~~Ph: 02 6274 1051~~

**PRINCIPLES OF ECOLOGICALLY SUSTAINABLE FOREST
MANAGEMENT (ESFM)**

Principle 1: Maintain or increase the full suite of forest values for present and future generations across the NSW native forest estate

- The principle of intergenerational equity (that in meeting the needs of the present generation, the ability of the future generations to meet their own needs is not compromised) is embodied in this principle.
- Ensure that ESFM at the regional and smaller scales is implemented by ecologically appropriate planning and operational practices, and that ESFM targets are set and indicators of performance are monitored.
- Ensure the long-term maintenance of the full range of values of the NSW existing forest estate. The intention is to maintain or increase not only the full range of values, but also the magnitude or level at which those values are maintained or increased.
- Encourage the increased production of plantation-grown timber and the social and economic benefits flowing from this increased production to supplement the wood supply from native forests.

Aims for values include

A Biodiversity

- Biological diversity of forests at the ecosystem, species and genetic levels where biological diversity includes natural patterns of ecosystems, species and gene pools in time and space.
- Address the requirements of vulnerable species.
- Assist with the recovery of threatened species, and maintain the full range of ecological communities at viable levels.
- Protect landscape values through the careful planning of operations and the reservation of appropriate patches and corridors of vegetation.

B The productive capacity and sustainability of forest ecosystems

- Maintain ecological processes within forests (such as the formation of soil, energy flows and the carbon, nutrient and water cycles, fauna and flora communities and their interactions).
- Maintain or increase the ability of forest ecosystems to produce biomass whether utilised by society or as part of nutrient and energy cycles.

- Ensure the rate of removal of any forest products is consistent with ecologically sustainable levels.
- Ensure the deleterious effects of activities/disturbances which threaten forests, forest health or forest values are minimised.

C Forest ecosystem health and vitality

- Reduce or avoid threats to forest ecosystems from introduced diseases, exotic plants and animals, unnatural regimes of fire or flooding, wind shear, land clearing and urbanisation.
- Promote good environmental practice in relation to pest management.
- Ensure the deleterious effects of activities/disturbances within forests, their scale and intensity, including their cumulative effects are minimised.
- Restore and maintain the suite of attributes (ecological condition, species composition and structure of native forests) where forest health and vitality have been degraded.

D Soil and water

- Maintain the chemical and biological functions of soils by protecting soils from unnatural nutrient losses, exposure, degradation and loss.
- Maintain the physical integrity of soils by protecting soils from erosion, mass movement, instability, compaction, pulverisation and loss.
- Protect water quality (physical, chemical, biological) by measures controlling disturbance resulting from forest activities.
- Identify and maintain at appropriate levels, water yield and flow duration in catchments.

E Positive contribution of forests to global geochemical cycles

- Maintain the positive contribution of forests to the global geochemical cycle (includes climate, air and water quality and deposition).

F Long-term social and economic benefits

- Maintain and enhance, on an ecologically sustainable basis, production of wood and wood products, including value adding, investment and resource security.
- Provided it is ecologically sustainable, set, maintain or enhance the level of use of non-wood products and uses, including bee-keeping, grazing, mining, recreation and tourism, reliable water supply.

- Maintain and enhance, on an ecologically sustainable basis, the provision of employment and community needs such as economic diversification, investment skills, education, jobs stability, training and Indigenous needs.
- Encourage the establishment and use of plantation forests on existing cleared land to expand social and economic values.
- Maintain and enhance the intangible social welfare benefits which forests provide.

G Natural and cultural heritage values

- Protect social, natural and cultural heritage values and sites, including aesthetic, landscape, historic, cultural, educational, scenic, spiritual and scientific values, including Indigenous values and sites.

Principle 2 Ensure public participation, access to information, accountability and transparency in the delivery of ESFM.

- Ensure public participation in decision-making processes at local, regional and State and Federal levels.
- Ensure comprehensive, timely and reasonable public access to information.
- Ensure transparency, openness and accountability in decision making processes and performance.

Principle 3 Ensure legislation, policies, institutional framework, codes, standards and practices related to forest management require and provide incentives for ecologically sustainable management of the native forest estate.

Establish a process for shared management and administration, recognising the customary and traditional rights of Indigenous people, and the interests of private landholders and other stakeholders in an area's management.

Principle 4 Apply precautionary principles for prevention of environmental degradation

The incorporation of the precautionary principle into decision making has been endorsed by State and Commonwealth Governments (Commonwealth of Australia 1992 p. 49, IGAE 1992) and is defined as *'where there are threats of serious or irreversible environmental damage, lack of full scientific certainty should not be used as a reason for postponing measures to prevent environmental degradation. In the application of the precautionary principle, public and private decisions should be guided by:*

- *careful evaluation to avoid, wherever practicable, serious or irreversible damage to the environment; and*
- *an assessment of the risk-weighted consequences of various options.'*

Principle 5 Apply best available knowledge and adaptive management processes

ESFM would utilise the concept of adaptive management and ~~continuous~~ continual improvement based on best science and expert advice and targeted research on critical gaps in knowledge, monitoring or evaluation.

ANNEXURE 2 CLEAN VERSION OF THE AMENDED REGIONAL FOREST AGREEMENT

REGIONAL FOREST AGREEMENT

for the

EDEN REGION

of

NEW SOUTH WALES

between

THE COMMONWEALTH OF AUSTRALIA

&

THE STATE OF NEW SOUTH WALES

AUGUST 1999 (includes 2018 VARIATION)

Eden Regional Forest Agreement

THIS AGREEMENT is made on the 26th day of August 1999

BETWEEN

THE STATE OF NEW SOUTH WALES, (“New South Wales” or “the State”), and
THE COMMONWEALTH OF AUSTRALIA (“the Commonwealth”).

Recitals

WHEREAS:

Purpose of Agreement

- A. This Regional Forest Agreement (RFA) establishes the framework for the management of the forests of the Eden region. Parties are committed to ensuring the Agreement is durable and the commitments are delivered to ensure effective conservation, sustainable forest management and industry stability outcomes.
- B. This Agreement is a Regional Forest Agreement, for the purposes of the *Export Control Act 1982* (Cth), the *Regional Forest Agreements Act 2002* (Cth) and the *Environment Protection and Biodiversity Conservation Act 1999* (Cth). As such the Agreement :
- (a) identifies areas in the region that the Parties believe are required for the purposes of a Comprehensive, Adequate and Representative Reserve System, and provides for the conservation of those areas; and
 - (b) provides for the ecologically sustainable management and use of forested areas in the region; and
 - (c) is for the purpose of providing long-term stability of forests and forest industries; and
 - (d) has regard to studies and projects carried out in relation to all of the following matters that are relevant to the region:
 - (i) environmental values, including Old Growth, Wilderness, endangered species, National Estate Values and World Heritage Values;
 - (ii) Indigenous heritage values;
 - (iii) economic values of forested areas and forest industries;
 - (iv) social values (including community needs); and

(v) principles of Ecologically Sustainable Forest Management.

- C. 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:

“Aboriginal” for the purposes of this agreement means the First Peoples of NSW;

“Agreement” means all parts of this Agreement between the Commonwealth of Australia and the State of New South Wales and includes the Attachments to this Agreement;

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

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

“CAR Values” means the conservation values as described by the JANIS Reserve Criteria;

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

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

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

“Comprehensive Adequate and Representative Reserve System” or **“CAR Reserve System”** means areas under any of the following categories of land tenure - as described in the JANIS Report - Dedicated Reserves, Informal Reserves and other areas on Public Land protected by Regional Prescriptions (eg under any Integrated Forestry Operation Approval applicable to the Eden region), and areas of Private Land 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;

“Competition Principles Agreement” means the agreement of the same name updated by the Council of Australian Governments in 2007;

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

“Crown Land” means land that is vested in the Crown or was acquired under the Closer Settlements Acts as in force before their repeal, not in either case being:

- (a) land dedicated for a public purpose; or
- (b) land that has been sold or lawfully contracted to be sold and in respect of which the purchase price or other consideration for the sale has been received by the Crown;

“Dedicated Reserve” means a formal reserve equivalent to International Union for the Conservation of Nature and Natural Resources (IUCN) Protected Area Management Categories I, II, III, or IV as defined by the IUCN Commission for National Parks and Protected Areas (1994). The status of Dedicated Reserves is secure, requiring action by the New South Wales Parliament or in accordance with New South Wales legislation for reservation or revocation. In New South Wales, Dedicated Reserves include, but are not limited to, parks under the *National Parks and Wildlife Act 1974* (NSW), flora reserves under the *Forestry Act 2012* (NSW), and areas mapped as Special Protection Zone (FMZ 1), under the NSW Forest Management Zoning system. Further information is provided in Attachment 1;

“Ecologically Sustainable Forest Management” or **“ESFM”** means forest management and use in accordance with the specific objectives and policies for ecologically sustainable development as detailed in the *National Forest Policy Statement* and as further described in Attachment 14;

“Environment and Heritage Values” means values assessed as part of the CRA. These included Biodiversity, Forest Ecosystems, Old Growth forests, Wilderness, endangered species, National Estate Values, World Heritage Values and Indigenous heritage values;

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

“Extractive Material” means sand, gravel, clay, soil, turf, rock, stone or similar substances, not being a Mineral as defined in this Agreement;

“Extractive Operation” means the winning of Extractive Material, or, an industry or undertaking (not including Mining), which depends for its operations on the winning of Extractive Material from the land upon which it is carried on;

“Five-yearly Review Scoping Agreement” means a scoping agreement between the Commonwealth of Australia and the State of New South Wales for each five-yearly review, including any agreed priorities, procedures and funding arrangements for the conduct of the five-yearly review;

“Forest” means a Forest Ecosystem listed in Table 1 of Attachment 1; the land on which a Forest Ecosystem listed in Table 1 of Attachment 1 occurs; or a Plantation of trees for timber production. The carrying out of Forestry Operations on an area does not prevent it from remaining a Forest;

“Forest Agreement” means a Forest Agreement as defined in the *Forestry Act 2012* (NSW);

“Forestry Corporation of NSW” or **“FCNSW”** means the Forestry Corporation of NSW, a State Owned Corporation under the *State Owned Corporations Act 1989* (NSW);

“Forestry Corporation of NSW Hardwood Forest Management System” means the system of policies, processes and procedures used by Forestry Corporation of NSW to ensure forest activities achieve ESFM, including a system of monitoring, audit and management review that allows for continual improvement and adaptive management and maintaining environmental management system certification under ISO 14001 or a demonstrated equivalent environmental management system;

“Forest Ecosystem” means, for the purposes of the Agreement, a forest ecosystem as defined in the JANIS Report. Forest Ecosystems in the Eden region are listed in Attachment 1 of this Agreement;

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

“Forest Management” means the management and administration of all Forests including State forest, national parks, other conservation reserves or Crown land, private native forest and Plantations;

“Forest Management Framework” means the New South Wales suite of legislation, regulations, other regulatory instruments and guidance. The elements of the framework are described in the report entitled ‘*Overview of the New South Wales Forest Management Framework*’ as published by the NSW Government and as amended from time to time;

“Forest Management Zoning” or **“FMZ”** is a land classification system which sets out, in map format, management intent across State forest. It is based on the “Components of the CAR System” in the JANIS Report, to clearly differentiate between those areas of State forest which are specifically set aside for conservation purposes (and utilising statutory protection in some cases) and those areas which are available for timber harvesting and other activities. The system is described in the document *Managing our forests sustainably: Forest Management Zoning in NSW State Forests*, State Forests of NSW [1999] and as amended from time to time;

“Forestry Operations” means:

- (a) logging operations, namely, the cutting and removal of timber from land for the purpose of timber production;
- (b) forest products operations, namely, the harvesting of Forest Products that are of economic value;
- (c) on-going forest management operations, namely, activities relating to the management of land for timber production such as thinning, bush fire hazard reduction and other silvicultural activities; and
- (d) transport of Forest Products;

“Forest Products” means timber and forest products as defined in the *Forestry Act 2012* (NSW);

“Forest Resource and Management Evaluation System” or “FRAMES” means the Forestry Corporation of NSW statewide forest resource inventory, growth modelling, simulation and harvest scheduling system for New South Wales’ public hardwood forest resource. ;

“Harvesting Exclusions Zone” or “FMZ3A” means the zone of the name ‘Zone 3A – Harvest Exclusions’ under the NSW Forest Management Zoning system;

“High Quality Logs” means logs which are suitable for high-value solid log products such as poles, piles and girders as well as logs suited for processing into sawn timber or veneer;

“Indigenous” means the Aboriginal and Torres Strait Islander peoples of Australia. ‘Indigenous’ is used in this document to mirror its use in Commonwealth legislation. Otherwise ‘Aboriginal’ is used to refer to the First Peoples of NSW.

“Informal Reserve” means a reserve that contains and is managed for Environment and Heritage Values which contribute to the CAR Reserve System and meets the principles for Informal Reserves as described in the JANIS Report. In New South Wales, it includes, but is not limited to, areas mapped as Special Management Zone (FMZ 2), which meet the size and design criteria for Informal Reserves, under the NSW Forest Management Zoning system. Further information is provided in Attachment 1;

“Integrated Forestry Operations Approval” or “IFOA” means an Integrated Forestry Operations Approval as defined in the *Forestry Act 2012* (NSW);

“ISO 14001” means *AS/NZS ISO 14001: 2015, Environmental Management Systems: Requirements with guidance for use*, Standards Australia (as amended from time to time);

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

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

“Listed Species and Communities” means species and communities listed in accordance with Part 13 of the EPBC Act, *Biodiversity Conservation Act 2016* (NSW) or *Fisheries Management Act 1994* (NSW), including threatened and endangered species, threatened ecological communities, migratory species and other listed categories (or equivalent);

“Low Quality Logs” means undersize or defective log sections that do not meet a high quality specification but are still suitable for processing into sawn timber or veneer;

“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, including:

- (a) World Heritage Values of declared World Heritage Places;
- (b) National Heritage Values of National Heritage Places;
- (c) ecological character of Ramsar Wetlands;
- (d) listed species and communities in 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 substance prescribed by the regulations of the *Mining Act 1992* (NSW) as a mineral or petroleum as prescribed under the *Petroleum (Onshore) Act 1991* (NSW), and includes coal, oil shale and petroleum but does not include uranium;

“Mineral Exploration” means prospecting under an authority or other title under either the *Mining Act 1992* (NSW) or the *Petroleum (Onshore) Act 1991* (NSW);

“Mining” means mining under an authority or other title under the *Mining Act 1992* (NSW) and includes production of petroleum under the *Petroleum (Onshore) Act 1991* (NSW);

“Mining Operations” means operations or works carried out in the course of Mining, or Mineral Exploration;

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

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

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

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

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

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

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

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

“NSW National Parks and Wildlife Service” or **“NPWS”** means the New South Wales National Parks and Wildlife Service;

“NSW RFAs Scoping Agreement” means the Scoping Agreement for New South Wales Regional Forest Agreements between the Commonwealth and the State of New South Wales signed on 25 January 1996;

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

“Other Wood Products” means timber that is not processed as a high quality, low quality or Pulpwood log, including firewood, biomaterial and fencing products;

“Parties” means the State of New South Wales and the Commonwealth of Australia;

“Party” means a Party to this Agreement;

“Plantations” means intensively managed stands of trees of either native or exotic species, created by the regular placement of seedlings or seed, but not principally for the purpose of the production of food or any other farm produce other than timber;

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

“Progress Report” means a report prepared by the Parties on the performance of this Agreement for each five-yearly review;

“Public Land” means lands of the New South Wales Crown;

“Pulpwood” means logs cut and prepared primarily for the manufacture of wood pulp;

“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;

“Recovery Plan” means a recovery plan made or adopted under the EPBC Act, or an equivalent instrument made under the *Biodiversity Conservation Act 2016* (NSW), or the *Fisheries Management Act 1994* (NSW) ;

“Regional ESFM Plan” means a plan covering State forests in the region that has the status of a management plan under the *Forestry Act 2012* (NSW) and meeting additional requirements under the Forestry Regulation 2012 (NSW);

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

“Regional Prescriptions” means those prescriptions within the Forest Management Framework that are applicable to Forestry Operations in the Eden region. These prescriptions include but are not limited to silvicultural prescriptions and environment protection measures covered by Regulatory Instruments, Forest Management Zoning, and Aboriginal and non-Aboriginal cultural heritage guidelines;

“Regulatory Instruments” means the State’s suite of statutory and regulatory tools used to achieve ESFM for Forestry Operations currently in place (or as amended from time to time), including, but not limited to:

- Integrated Forestry Operations Approval applicable to the Eden region under the *Forestry Act 2012* (NSW);
- Forestry Regulation 2012 made under the *Forestry Act 2012* (NSW);
- Plantations and Reafforestation (Code) Regulation 2001 made under the *Plantations and Reafforestation Act 1999* (NSW);
- Private Native Forestry Code of Practice for Southern NSW, 2008;

“Sawlog” means logs which are suitable for processing into sawn timber;

“Special Management Zone” or **“FMZ 2”** means the zone of the name ‘Zone 2 – Special Management’ as described under the NSW Forest Management Zoning system;

“Special Prescription Zone” or **“FMZ 3B”** means the zone of the name ‘Zone 3B – Special Prescription’ as described under the NSW Forest Management Zoning system;

“Special Protection Zone” or **“FMZ 1”** means the zone of the name ‘Zone 1 – Special Protection’ as described under the NSW Forest Management Zoning system

“State forest” means land dedicated as State forest under the *Forestry Act 2012* (NSW);

“Statutory Conservation Planning Document” means a conservation advice, recovery plan, threat abatement plan or wildlife conservation plan made or adopted in accordance with the EPBC Act, or equivalent instruments or programs under the *Biodiversity Conservation Act 2016* (NSW) or the *Fisheries Management Act 1994* (NSW);

“Sustainability Indicators” means qualitative or quantitative measures, at the regional (sub-national) level developed to assess the criteria for sustainable forest management, as described in *Ecologically Sustainable Forest Management Criteria and Indicators for the NSW Forest Agreement regions* (EPA 2017), and as amended from time to time;

“Sustainable Yield” means the long term estimated wood yield from forests that can be maintained from a given region in perpetuity under a given management strategy and suite of sustainable use objectives, as determined using the processes described in Attachment 11, and as amended from time to time;

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

“Threatening Process” means a threatening process listed as a key threatening process under the *Biodiversity Conservation Act 2016* (NSW), *Fisheries Management Act 1994* (NSW) or the EPBC Act in recognition that the process adversely affects or may threaten the survival, abundance or evolutionary development of a native species or ecological community;

“Values Protected by Prescription” means *values protected by prescription* as defined in the JANIS Report and includes areas in the Forest Management Zoning system including those areas in FMZ 2 that do not meet Informal Reserve criteria, FMZ 3A, FMZ 3B and other mapped areas under the IFOA applicable to the Eden region. Further information is provided in Attachment 1;

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

“Wilderness Values” means the values of the same name as defined in the JANIS Report and the NSW RFAs Scoping Agreement between NSW and the Commonwealth;

“Wild Rivers” means a water course, water course network, or a connected network of water bodies, of natural origin and exhibiting natural flow (perennial, intermittent or episodic) in which the biological, hydrological and geomorphological processes associated with the river flow; and the biological, hydrological and geomorphological processes in those parts of the catchment with which the river is intimately linked; have not been significantly altered by modern or colonial society;

“Woodchips and Unprocessed Wood” means goods that are prescribed goods under the *Export Control (Hardwood Wood Chips) Regulations 1996* (Cth) or the *Export Control (Unprocessed Wood) Regulations* (Cth), or would be prescribed goods under those regulations if not for the *Export Control (Regional Forest Agreements) Regulations* (Cth);

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

“World Heritage Nomination” means the submission by the Commonwealth of a nominated area to the UNESCO 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 Place” means a property on the World Heritage List;

“World Heritage Values” has the same meaning as in section 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.

Definition of the region

- 4 The area covered by this Agreement is the Eden region as shown in Map 1 accompanying this Agreement.

Duration of Agreement

- 5 This Agreement takes effect on 26 August 1999 and, unless earlier terminated in accordance with clause 99, 100, 101 or 102, will remain in force until 26 August 2039, or until a later date pursuant to clauses 6A and 6B.
- 6 The process for extending the Agreement for a further period was determined jointly by the Parties as part of the third five-yearly review.
- 6A Subject to clause 6B, upon the satisfactory completion of each five-yearly review in accordance with clause 8M, the Agreement will be extended for a further five years.
- 6B The extension of this Agreement under clause 6A will occur upon the satisfactory completion of the five-yearly review due to commence in 2024 and thereafter upon the satisfactory completion of each subsequent five-yearly review until this Agreement is terminated by the Parties or subsequent extensions of this Agreement are withdrawn in accordance with clause 14C.

Basis of Agreement – National Forest Policy Statement

- 7 The Parties confirm their commitment to the goals, objectives and implementation of the *National Forest Policy Statement* (NFPS) by:
 - (a) Implementing Ecologically Sustainable Forest Management (ESFM);
 - (b) Establishing and maintaining the Comprehensive, Adequate and Representative (CAR) Reserve System;
 - (c) Supporting an internationally competitive wood production and wood products industry through facilitating efficient and sustainable wood production, and wood products industries, based on maximising value-adding opportunities and efficient use of wood resources; and

- (d) Promoting the conservation and management of the private Forest Estate.

Changes to the Agreement

- 8 This Agreement may only be amended with the consent, in writing, of both Parties. Parties agree to work cooperatively to address any differences between them as to the interpretation or implementation of the Agreement.

Monitoring the Agreement

General monitoring

- 8A. The implementation of this Agreement is monitored through the five-yearly reviews and the annual meetings between the Parties in the periods between the five-yearly reviews. Further:
- (a) The Parties agree to maintain open communication on matters relating to the implementation of this Agreement, including raising and responding to issues at any time.
 - (b) The Parties agree that for efficiency and consistency with prior practices, the timing of monitoring and reporting of the North East and Southern RFAs will be aligned with this Agreement and will complement NSW and national forest reporting.
 - (c) The Parties agree that the assessment process, the consultation undertaken in early 2018 and the results of the monitoring of Sustainability Indicators in *A report on progress with implementation of the New South Wales Regional Forest Agreements: Second and third five-yearly reviews July 2004 – June 2014*, November 2017 constitute the five-yearly review that was due in 2019.
 - (d) The next five-yearly review required by this Agreement will commence in 2024.
 - (e) New South Wales agrees to develop and maintain a coordinated Monitoring, Evaluation and Reporting Plan, including the identification of research priorities, within the broader Forest Management Framework across relevant forest management tenures and to support RFA outcomes reporting for ESFM.

Annual meetings

- 8B. The Parties agree to hold annual officials-level, bi-lateral meetings in the years between each five-yearly review to monitor the implementation of the Agreement and discuss any matters or issues that arise.
- 8C An online statement will be made publicly available on the outcomes of the meeting.

Five-yearly reviews

Five-yearly review process

- 8D. A review of the performance of this Agreement is to commence during the last year of each five year period during the term of the Agreement (the five-yearly review) with the release of the Five-yearly Review Scoping Agreement.
- 8E. The purpose of the five-yearly review is to examine New South Wales' Forest Management to demonstrate Ecologically Sustainable Forest Management, including to:
- (a) demonstrate adaptive Forest Management in accordance with the RFA;
 - (b) demonstrate how the Parties have provided for the protection of Matters of National Environmental Significance, including identifying trends and the status of Matters of National Environmental Significance, in accordance with the RFA;
 - (c) demonstrate how relevant Statutory Conservation Planning Documents have been implemented as part of the Forest Management Framework;
 - (d) demonstrate how social and economic benefits of forestry and other forest uses are being achieved;
 - (e) evaluate current and future research priorities across the Forest Estate; and
 - (f) assess the extent to which key findings and/or recommendations for preceding five-yearly reviews have been addressed.
- 8F. The Parties will prepare a Progress Report addressing the items listed at clause 8E including across key environmental, social and economic indicators (Sustainability Indicators). As such, the Progress Report will be a key source of information in the five-yearly reviews under this Agreement.

Conduct of five-yearly review

- 8G. Five-yearly reviews are to be conducted by an independent person or body jointly appointed by the Parties in accordance with the Five-yearly Review Scoping Agreement.
- 8H. In conducting the five-yearly review, the independent person or body will:
- (a) take into account public comments;
 - (b) use and take into account the relevant Progress Report;
 - (c) use and take into account the document titled '*Overview of the New South Wales Forest Management Framework*', as updated from time to time;
 - (d) develop and submit to the Parties a report detailing the five-yearly review process and its findings and recommendations, within three months of commencement.
- 8I. 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 8H (d) in each House of the Parliament within 15 sitting days of that House after the report is provided to the Minister.

- 8J. The Parties will consider the five-yearly review recommendations and publish a joint government response to the recommendations within six months of receiving the review report.
- 8K. The Parties will make a determination of satisfactory performance under this Agreement in the joint government response. If satisfactory performance is not determined, the Parties will include in the joint government response a list of remedial actions and when they will be delivered. The subsequent five-yearly review process will assess whether remedial actions have been delivered.
- 8L. The purpose of the five-yearly review process under this Agreement is not to re-negotiate the Agreement.

Satisfactory completion of 5 yearly review

- 8M. A five-yearly review will be satisfactorily completed upon the public release of the joint government response to the review report, which is to include identified remedial actions pursuant to clause 8K. The five-year extension pursuant to clauses 6A and 6B will then take effect, unless the joint government response identifies that there are outstanding remedial actions from a previous five-yearly review that have not been delivered to the satisfaction of both Parties, in which case the five-year extension will not take effect until a supplementary joint government response demonstrating the completion of the outstanding remedial actions has been released.

Requirement for an audit

- 8N. Either Party may initiate an audit, if in the opinion of the initiating Party, there has been, or is likely to be, an adverse finding or outcome relating to this Agreement, whether or not the outcome relates to non-compliance or likely non-compliance with the Agreement.
- 8O. Before an audit process commences, the initiating Party must notify and consult with the other Party on the following:
 - (a) the initiating Party's reason for initiating the audit or review;
 - (b) the scope and criteria for the audit, and
 - (c) the appointment of an independent auditor.
- 8P. An audit may include:
 - (a) an examination of the operation of this Agreement over a particular period of time; or
 - (b) preparation of an audit report which addresses the criteria specified by the initiating Party.
- 8Q. An audit should be conducted in the most efficient and effective manner possible to address the opinion of and concerns identified by the initiating Party.
- 8R. The Parties agree to cooperate fully in any audit.

- 8S The initiating Party may publish any report produced under clause 8P(b), provided the initiating 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.
- 8T The costs of an audit will be borne by the initiating Party.

Dispute Resolution

- 9 The Parties agree that if a dispute arises between the Parties regarding this Agreement it must be resolved expeditiously in accordance with the provisions of clauses 10 to 14.
- 10 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 10 to 14.
- 11 If a notice is served under clause 10 the Parties must attempt to settle the dispute within 14 days. At the expiration of that 14 days and, if agreed, any additional period the Parties must appoint a mediator to conduct a mediation concerning the matter or issue in dispute.
- 12 If the dispute is not settled under clause 11 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.
- 13 The costs of a mediator appointed under clauses 11 or 12 are to be shared equally between the Parties.
- 14 Each of the Parties agrees to use its best endeavours to resolve the dispute through mediation.

Withdrawal from extension process

- 14A. If there is no resolution or agreement on a dispute in accordance with clauses 9 to 14 (including the failure of mediation), either the Commonwealth Minister responsible for forestry (in consultation with the Commonwealth Minister responsible for the environment) or New South Wales Minister(s) responsible for the environment and/or forestry may send to the other Party and publish a written notice of its intention, unless the dispute is resolved, to withdraw from the extension process in clauses 6A and 6B .

- 14B. Any notice under clause 14A above must specify the time period in which the other Party must address the dispute.
- 14C. 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 New South Wales Minister(s) responsible for the environment and/or forestry may write to the other Party's government giving notice confirming the effective date of withdrawal from the extension process in clauses 6A and 6B.
- 14D. In the event either Party withdraws from the extension process in clauses 6A and 6B, negotiation of any subsequent extension to this Agreement will only be considered following the satisfactory completion of the penultimate five-yearly review (that is, the five-yearly review prior to the final five years of the Agreement's duration).
- 14E. In the event the Parties subsequently extend this Agreement subject to clause 14D and pursuant to clause 8M, the extension process in clauses 6A and 6B will not apply to the extended Agreement unless otherwise agreed by the Parties.

Notices

- 15 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
52 Martin Place
SYDNEY NSW 2000

THE COMMONWEALTH

The Secretary
Department of Agriculture and Water Resources
18 Marcus Clarke Street
CANBERRA ACT 2600

PART 2

- 16 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. Where there are references in this Part to obligations which are referred to in Part 3 and are intended to be legally binding, they are only included in Part 2 insofar as they provide context and for the sake of completeness. The inclusion of references to these legally binding obligations in Part 2 does not derogate from the Parties intent that they be legally binding in Part 3.

FUNCTIONING OF THE AGREEMENT

- 17 NOT USED

Relationship to Statutory Obligations

- 18 This Agreement cannot impose on either Party or a third party any obligation that is inconsistent with Australia's international obligations, or a law of the Commonwealth or of New South Wales.
- 19 Neither Party will seek to use existing or future legislation to undermine or impede this Agreement.
- 20 NOT USED
- 21 NOT USED
- 22 NOT USED
- 23 NOT USED
- 24 NOT USED
- 25 The Commonwealth notes that its obligations under the EPBC Act to promote protection of Listed Species and Communities will involve ongoing cooperative work with New South Wales agencies concerning the Eden region.

Matters of National Environmental Significance

- 25A New South Wales will use best endeavours to ensure that the Forest Management Framework provides for the protection of Matters of National Environmental Significance.
- 25B The Parties agree that research, monitoring, reporting, evaluation and the communication of findings are important to support decision making with regard to Matters of National Environmental Significance.
- 25C New South Wales will use best endeavours to continue to improve research, monitoring, reporting, evaluation and communication mechanisms as part of its Forest Management Framework in accordance with clause 44.

- 25D The Parties agree that the monitoring, audit, reporting and review processes set out in this Agreement provides an assurance that the Forest Management Framework takes into account the protection of Matters of National Environmental Significance.

Listed Species and Communities, including threatened flora and fauna

- 25E New South Wales will use best endeavours to ensure that the Forest Management Framework provides for the protection of Listed Species and Communities.

- 25F The Parties, recognising that priorities can change in light of new information, will continue to consult on the priorities for:

- (a) Listed Species and Communities, Forest Ecosystems, and Threatening Processes (further information at Attachment 2);
- (b) the preparation of all Statutory Conservation Planning Documents relevant to this Agreement; and
- (c) research on Listed Species and Communities, Forest Ecosystems, and Threatening Processes.

- 25G New South Wales will use best endeavours to ensure that any new or altered elements of the Forest Management Framework are developed and implemented over the term of the Agreement for Listed Species and Communities to:

- (a) provide for the maintenance of the relevant species;
- (b) have a sound scientific basis;
- (c) give consideration to relevant determinations made by the New South Wales Threatened Species Scientific Committee or Fisheries Scientific Committee;
- (d) be consistent with relevant Statutory Conservation Planning Documents; and
- (e) take note of public comment.

- 25H New South Wales will use best endeavours to ensure that the State's Statutory Conservation Planning Documents and Regulatory Instruments that include management actions, prescriptions or protections for Listed Species and Communities in accordance with the Forest Management Framework, will:

- (a) be maintained, implemented and updated on an as needs basis to provide ongoing protection for Listed Species and Communities; and
- (b) be made publicly accessible.

World Heritage Places

- 26 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 World Heritage Place pursuant to section 42 of the EPBC Act.

- 27 The Parties agree to participate in the assessment of any future World Heritage Places consistent with the Australian World Heritage Intergovernmental Agreement.
- 28 The Parties agree that any World Heritage Nominations involving any part of the Forest Estate in the Eden region will be from areas within the Dedicated Reserve elements of the CAR Reserve System.
- 29 NOT USED

National Heritage Places

- 29A. New South Wales will use best endeavours to ensure that the Forest Management Framework provides for the protection of National Heritage Values of National Heritage Places in accordance with National Heritage Management Principles.

Commonwealth Heritage Places

- 29B. New South Wales will use best endeavours to ensure that the Forest Management Framework provides for the protection of Commonwealth Heritage Values through the management of Commonwealth Heritage Places in accordance with Commonwealth Heritage Management Principles.

Ramsar Wetlands

- 29C. The Parties acknowledge that the Forest Management Framework 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, including having regard to Ramsar Wetland information sheets and Ramsar Wetland ecological character descriptions; and
 - (c) management of the relevant threatened ecological communities listed in Schedule 2 of the *Biodiversity Conservation Act 2016* (NSW) or listed under the *Fisheries Management Act 1994* (NSW).

Export controls

- 30 The Parties note that current Commonwealth export arrangements provide that, after 31 December 1999, exports of Woodchips and Unprocessed Wood from native forests can occur from areas covered by an RFA, without the need for a licence under the *Export Control Act* (1982) (Cth).

31 The Parties note that no controls under the *Export Control Act 1982* (Cth) or any other export control law within the meaning of the *Regional Forest Agreements Act 2002* (Cth) will apply to Woodchips and Unprocessed Wood sourced from the Eden region while this Agreement is in place.

32 NOT USED

Integrated Forestry Operations Approval applicable to the Eden region

33 New South Wales confirms that relevant Regulatory Instruments, such as the Integrated Forestry Operations Approval, for all or part of the Eden region are parts of the New South Wales Forest Management Framework and are means by which New South Wales will implement obligations arising from this Agreement.

34 NOT USED

35 NOT USED

36 NOT USED

37 NOT USED

38 NOT USED

39 NOT USED

40 NOT USED

41 NOT USED

ECOLOGICALLY SUSTAINABLE FOREST MANAGEMENT (ESFM)

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

- (a) The establishment and maintenance of the CAR Reserve System;
- (b) Efficient and sustainable wood production and wood products industries based on maximising value-adding opportunities and efficient use of wood resources; and
- (c) An integrated, complementary and strategic Forest Management Framework capable of responding to new information, including climate change risks and adaptation responses.

43 The Parties recognise that the NSW Forest Management Framework is designed to produce effective outcomes for fauna, flora, soil and water conservation, and heritage values on State forests and provides a sound basis for implementation and continual improvement of such to achieve ESFM.

- 44 New South Wales confirms its commitment to the ongoing implementation and achievement of ESFM on both Public Land and Private Land through the continued implementation and improvements to its Forest Management Framework and adaptive management in accordance with the ESFM principles in Attachment 14.

Monitoring and reporting on Ecologically Sustainable Forest Management

- 45 The Parties recognise that:

- (a) the Forest Management Framework is enhanced by adaptive management and continuing mechanisms to monitor, report and review the sustainability of forest management policies and practices;
- (b) fostering stakeholder understanding of ESFM in NSW is important; and
- (c) a range of processes and instruments exist which provide for public participation and consultation, as outlined in the summary document titled '*Overview of the New South Wales Forest Management Framework*'.

- 46 New South Wales undertakes to:

- (a) Review and update the summary document titled '*Overview of the New South Wales Forest Management Framework*', which describes the Forest Management Framework at a given point in time, as a minimum for each five-yearly review period;
- (b) Use best endeavours to ensure that plans of management are developed and implemented for Dedicated Reserves under the *National Parks and Wildlife Act 1974* (NSW) and for flora reserves under the *Forestry Act 2012* (NSW) ensuring review and revision on a regular basis;
- (c) Implement the Regional ESFM Plan applicable to the Eden region (currently the *Forest Management Plan for the Coastal Forests of NSW* (FCNSW 2016)) – or an equivalent instrument – ensuring review and revision on a regular basis;
- (d) Ensure that the Forest Management Zoning system for the Eden region is maintained, implemented and reviewed on a regular basis;
- (e) Manage cultural values, both Aboriginal and non-Aboriginal, in the Eden region, in accordance with guidelines developed by New South Wales to meet the requirements in the EPBC Act, *National Parks and Wildlife Act 1974* (NSW) and the *Heritage Act 1977* (NSW), as amended from time to time, or as provided in future State legislation protecting and recognising Aboriginal culture and heritage or non-Aboriginal cultural heritage;
- (f) Manage availability of timber resources for the State forest estate in accordance with Sustainable Yield estimates calculated using FRAMES or an equivalent, including to:
 - (i) take account of climate risks and adaptation responses;

- (ii) ensure that FRAMES or an equivalent for the Eden region is maintained and continually improved and provide periodic reviews of wood product yields as documented in Attachment 11;
 - (iii) undertake and make publicly available an independent review of Sustainable Yield estimates for the Eden region during each five-yearly review period;
- (g) Maintain for the duration of this Agreement an Integrated Forestry Operations Approval covering the Eden region, consistent with Attachments 1, 2 and 7;
- (h) Maintain and implement a management system for public Forests that meets the criteria for an environmental management system meeting the requirements of ISO 14001 and demonstrates ESFM;
- (i) Identify and integrate relevant climate risks and adaptation responses into the monitoring, evaluation and reporting requirements in Regional ESFM Plans and plans of management under the *National Parks and Wildlife Act 1974* (NSW);
- (j) Ensure that there is a transparent, systematic and credible process for investigating alleged environmental incidents reported by members of the public in relation to Forestry Operations on Public and Private Land and that information about regulatory actions are made publicly available where appropriate; and
- (k) Establish and maintain a coordinated forum for stakeholder engagement.

Sustainability Indicators

46A Pursuant to clause 8F, the State will continue to publicly report on the results of monitoring of Sustainability Indicators every five years to align with and inform the five-yearly reviews required under this Agreement and reporting will be under the headings of the Montreal Process Criteria in Attachment 8.

47 The Parties recognise that the document *Ecologically Sustainable Forest Management Criteria and Indicators for the NSW Forest Agreement regions* (EPA 2017) is consistent with *Australia's Sustainable Forest Management Framework of Criteria and Indicators 2008 – Policy Guidelines* (Commonwealth of Australia 2008) developed by the Montreal Process Implementation Group for Australia (MIG).

48 New South Wales agrees to review and revise its Sustainability Indicators to align with any relevant review of Sustainability Indicators at a national level.

49 NOT USED

50 NOT USED

51 NOT USED

52 NOT USED

Private Land

53 The Parties reaffirm their commitments made in the *National Forest Policy Statement (1992)* to the conservation and management of the private Forest Estate. The Parties note that Forestry Operations on Private Land in New South Wales are undertaken in accordance with the Private Native Forestry Code of Practice. The Parties note that New South Wales has provisions under the *Local Land Services Act 2013* (NSW) for native vegetation retention controls to regulate the clearance of native forest on Private Land.

53A New South Wales confirms that the CAR Reserve System is being maintained and implemented through this Agreement, including Attachment 12, and that conservation levels achieved will not subsequently be used as a basis for preventing timber harvesting in accordance with the Private Native Forestry Code of Practice applying to the Eden region being carried out on Private Lands. Consistent with clause 18 this is not to be interpreted as preventing voluntary conservation measures and mechanisms to protect CAR Values on Private Land.

53B The Parties will use best endeavours to ensure any changes to the Regional Prescriptions applied to Private Land will not subsequently lead to a net deterioration in Environment and Heritage Values on Private Land.

53C The Parties recognise that Values Protected by Prescription on Private Land will be protected during Forestry Operations by adherence to Regulatory Instruments including the Private Native Forestry Code of Practice applying to the Eden region.

54 The Parties recognise the Private Native Forestry Code of Practice, applying to Forestry Operations on Private Land in the Eden region, which requires Forestry Operations to be consistent with ESFM practices.

55 CAR Values which are priorities for the CAR Reserve System and which occur on Private Land will be dealt with by the principles and mechanisms outlined in Attachments 1 and 12. Parties agree the values listed at Attachment 12 can be managed consistently with the JANIS Reserve Criteria through a range of mechanisms, with the consent of the Private Land Owner, as specified in Attachment 12. Priorities for protection of Forest Ecosystems as at 1999 are given in Table 1 of Attachment 12.

55A 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 that will facilitate the voluntary participation by Private Land 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.

56 NOT USED

57 NOT USED

58 NOT USED

59 NOT USED

60 NOT USED

61 NOT USED

62 NOT USED

THE CAR RESERVE SYSTEM

63 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 identified in Attachment 1.

63A The Parties agree that the CAR Reserve System will continue to support the long-term conservation and protection of Environment and Heritage Values, including Listed Species and Communities.

64 The Parties agree that the CAR Reserve System as identified on Map 1 and presented in Attachment 1 and Attachment 12, and as amended from time to time, satisfies the JANIS Reserve Criteria. Each element of the CAR Reserve System will be administered in accordance with New South Wales legislation.

64A The Parties agree that the CAR Reserve System established in accordance with this Agreement (including as it has been progressively added to and as further defined in Attachment 1 and Attachment 12), comprises:

- (a) Dedicated Reserves; and
- (b) Informal Reserves; and
- (c) areas with CAR Values Protected by Prescription; and
- (d) Private Land with CAR Values protected under secure management arrangement by agreement with Private Land Owners.

Action to manage the CAR Reserve System on public land

65 New South Wales agrees to implement, manage and conserve the CAR Reserve System described in Attachment 1 and identified on Map 1.

65A The State will manage and conserve the Dedicated Reserve and Informal Reserve elements of the CAR Reserve System consistent with its obligations in relation to the relevant statutory principles and values of reservation set out in Part 4, Division 2 of the *National Parks and Wildlife Act 1974* (NSW), or obligations under the *Forestry Act 2012* (NSW).

65B The Parties agree that through the acquisition of Private Land (by voluntary sale), transfer of lands of the Crown, or transfer of land from an existing reserve tenure to one of higher conservation protection status, enhancements to the CAR Reserve System could occur. Both Parties agree to use best endeavours to prevent such enhancements to the CAR Reserve System from impeding access to State forest lands.

65C In the incorporation into the CAR Reserve System of lands of the Crown over which a licence or occupational permit is held NSW will:

- confirm the presence of CAR Values needed for reservation;
- through consultation, take into consideration any existing interests in the land of the licence or permit holder;
- ensure where practicable that suitable transition arrangements apply; and
- ensure that practical and legal access remains available where such access to adjacent private, licensed or leased land currently crosses or falls within land to be added to the CAR Reserve System under this Agreement.

66 The Parties agree to ensure changes to the CAR Reserve System 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 1999, noting that minor changes to the levels of representation or protection of identified CAR Values may occur as a result of actions that are in accordance with this Agreement.

66A New South Wales will:

- (a) discuss with and notify the Commonwealth of any proposed changes to the CAR Reserve System that will significantly impact Forestry Operations, wood supply to industry, or change the Sustainable Yield of the region by more than one per cent;
- (b) not make any changes to the CAR Reserve System that would reduce the total percentage for each Forest Ecosystem, non-forest ecosystem or Old Growth forest below the targets set in the JANIS Report, noting that minor changes may occur as a result of actions that are in accordance with this Agreement; and
- (c) use best endeavours to not reduce the Dedicated Reserve component of the CAR Reserve System to below the level of protection as at December 2017 as contained in Attachment 1 Clause 5 to this Agreement noting that minor changes may occur as a result of actions that are in accordance with this Agreement.

66B The State will maintain public records indicating the location, extent and purpose of any amendment to those elements of the CAR Reserve System in Informal Reserves or

Values Protected by Prescription categories and the net impact that any amendments have on CAR Values.

Environment and Heritage Values

Protection of Environment and Heritage Values

67 The Parties agree to maintain the levels of protection of Environment and Heritage Values in a regional context; however, minor changes to the levels of protection of individual values may occur as a result of changes to the CAR Reserve System in State forest.

67A The Parties agree that the CAR Reserve System, established in accordance with this Agreement, and the application of the Forest Management Framework, protects Environment and Heritage Values.

Climate change

67B The State agrees to manage its Forests in accordance with the NFPS objectives and policies as they relate to climate change, adaptation and carbon.

67C The Parties acknowledge:

- (a) climate change is driving more extreme weather events that will impact on Forest Management, including Biodiversity and Listed Species and Communities, resource availability, and risk management for projected increases in frequency and magnitude of hazards including fire, floods, storms, sea level rise and heatwaves;
- (b) integrating climate change adaptation into Forest Management is required to build resilience and manage climate risks and meet the objectives of ESFM; and
- (c) the need to manage Forests to maintain or enhance the contribution of all elements of the Forest Estate to the effective management of carbon within the carbon cycle.

Environmental processes within forests

67D The State agrees to manage its Forests in accordance with the NFPS objectives and policies as they relate to water supply and catchment management and implement Forest Management practices that seek to:

- (a) ensure the availability of reliable, high-quality water supplies from forested land and to protect catchment values;
- (b) minimise soil compaction and soil disturbance to encourage healthy forest growth and minimise downstream impacts.

INDUSTRY STABILITY

- 68 The Parties agree that State forest outside the CAR Reserve System is available for timber harvesting in accordance with this Agreement and the laws of New South Wales.
- 69 The Parties will use best endeavours to ensure that any changes to the total area of State forest or areas excluded from timber harvesting or Regional Prescriptions applied to State forest will not lead to a net deterioration in the capacity to supply wood from the Eden region.
- 70 In recognition of the contribution of timber and forest-based industries to the New South Wales' economy, the Parties intend that this Agreement will support future growth and development of New South Wales' industries associated with Forests and timber products specifically through:
- (a) certainty of resource access for the timber and forest-based industries;
 - (b) encouraging increased production of Plantation-grown timber to supplement wood supply from native Forests;
 - (c) facilitating timber and forest-based industries growth and development, in areas such as:
 - skills retention and workforce development;
 - research, innovation and extension;
 - strategic marketing, communications and education;
 - essential and strategic infrastructure;
 - resource management and access; and
 - regulatory modernisation;
 - (d) skills retention and workforce development; research, innovation and extension; strategic marketing, communications and education; essential and strategic infrastructure; resource management and access; and regulatory modernisation; providing for other forest based industries, including:
 - security of access to the Mining industry by continuing to recognise defined land tenures which allow for Mineral Exploration and Mining subject to the requirements of State and Commonwealth legislation; and
 - facilitating economic opportunities for tourism and recreation.
- 71 As part of providing greater security of access to forest resources, the Commonwealth will not prevent enterprises obtaining, using or exporting the quantities of timber, Woodchips and Unprocessed Wood products sourced from the Eden region in accordance with this Agreement.
- 72 New South Wales will implement Sustainable Yield in accordance with Attachment 11 to this Agreement.

- 72A New South Wales will ensure Sustainable Yield is calculated and managed consistent with the ESFM principles at Attachment 14.
- 73 New South Wales agrees to make Forest Products available to timber and Forest-based industries, at volumes no greater than Sustainable Yields for the Eden region, as amended from time to time and determined in accordance with Attachment 11.
- 74 NOT USED
- 75 NOT USED
- 76 New South Wales agrees that the timber volumes made available under this Agreement will be reviewed using the processes described in clause 46 (f) and in accordance with the provisions of this Agreement. Any additional sustainable timber volumes identified in this way will be made available to industry provided this is consistent with this Agreement, including the provisions relating to ESFM, and that there are no adverse environmental effects, including deleterious effects on CAR Values or Matters of National Environmental Significance.
- 77 Wherever possible New South Wales will enhance silvicultural programs and reforestation works to improve the productive capacity of State forests.
- 78 NOT USED

ABORIGINAL CULTURE AND HERITAGE

- 79 New South Wales agrees to maintain, implement and regularly review guidelines and other measures to ensure the appropriate management of Aboriginal heritage including the maintenance of traditional historic uses and values, and to facilitate ongoing involvement of Aboriginal people in the management of natural and cultural values of relevant forested land of the Eden region. The principles to be applied are at Attachment 9.
- 79A The Parties agree that the Forest Management Framework provides a framework for the protection of Aboriginal cultural heritage values that aligns with the NSW legislative framework for Aboriginal cultural heritage management, including in relation to consultation and ongoing involvement with Aboriginal people and managing the impacts of Forestry Operations on Aboriginal cultural heritage values.
- 79B The Parties commit to ongoing involvement of Aboriginal people in Forest Management and as required by the Aboriginal Cultural Heritage Advisory Committee (or any successor) in relation to protection of significant sites and places.
- 80 This Agreement is not intended to influence either current or future native title claims in any way. The Parties acknowledge that if any implementation of this Agreement affects any native title rights and interests such implementation must be in accordance with the *Native Title Act 1993* (Cth).

80A The Parties recognise that Aboriginal Land Councils in NSW can claim land vested in the Crown to compensate Aboriginal persons for historic dispossession of land and to support their social and economic development under the *Aboriginal Land Rights Act 1983* (NSW). Under section 36AA of the *Aboriginal Land Rights Act 1983* (NSW), Aboriginal Land Councils can also negotiate Aboriginal Land Agreements. The Parties agree that during the life of this Agreement its provisions do not restrict the rights of Aboriginal Land Councils to make land claims or have existing land claims determined over land the subject of this Agreement, or negotiate rights to use and enjoy such land as part of an Aboriginal Land Agreement under the *Aboriginal Land Rights Act 1983* (NSW).

80B In acknowledging the ongoing aspirations of Aboriginal persons to future ownership and/or roles in the management of Crown lands, the State agrees, so far as possible, not to transfer Public Land the subject of this Agreement to any other entity or authority unless:

(a) if the land includes land for which a claim has been made under the *Aboriginal Land Rights Act 1983* (NSW), written consent for the transfer of the land has been given by:

(i) the Local Aboriginal Land Council for the Local Aboriginal Land Council area (as defined in that Act) in which the land is located, and

(ii) where the claim is made by the New South Wales Aboriginal Land Council, the New South Wales Aboriginal Land Council, and

(b) in any other case, the State has given notice of its intent to transfer the land to the New South Wales Aboriginal Land Council, and to the Local Aboriginal Land Council within whose constituted area the land is situated.

80C The Parties recognise the *United Nations Declaration on the Rights of Indigenous Peoples*, including the right for the Aboriginal people of New South Wales to practise and revitalise their cultural traditions and customs. This includes the right to maintain, protect and develop their cultural traditions and customs.

PLANTATIONS

81 The Parties note that export controls on the export of Woodchips and Unprocessed Wood sourced from New South Wales Plantations have been removed in accordance with the *Export Control Act 1982* (Cth).

81A The Parties encourage the establishment and use of Plantation forests on existing essentially cleared land to generate social and economic values.

OTHER FOREST USES

82 The Parties agree that Forest uses other than timber production will be determined in accordance with New South Wales legislation with due regard for 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.

Mineral Exploration and Mining Operations

- 83 The Parties recognise that under the *National Parks and Wildlife Act 1974* (NSW), issuing of new Mineral Exploration and Mining titles is not permitted (except by Act of Parliament) in national parks or historic sites, nature reserves, State game reserves, karst conservation reserves, Aboriginal areas and regional parks.
- 84 The Parties agree that Mining Operations are permitted within parts of the CAR Reserve System to the extent permitted by relevant State or Commonwealth legislation. In addition to any requirements for the protection of Matters of National Environmental Significance under the EPBC Act, a condition of Mining Operations in Informal Reserves and areas with Values Protected by Prescription is that: CAR Values that are compatible with those Mining Operations be maintained; and for CAR Values not compatible with those Mining Operations, conservation be provided for elsewhere. Where a Mining Operation is not compatible with that part of the CAR Reserve System described as Values Protected by Prescription in Attachment 1, the State will use best endeavours to ensure that conservation of these values is provided for elsewhere.
- 85 New South Wales will ensure that any proposed Mining Operations will be subject to environmental impact assessment (including species impact statements where required) under the provisions of the *Environmental Planning and Assessment Act 1979* (NSW). Mining Operations will be subject to the *Mining Act 1992* (NSW), the *Petroleum (Onshore) Act 1991* (NSW), the *Protection of the Environment Operations Act 1997* (NSW), and the EPBC Act. Mining will be in accordance with an approved Mining Operations Plan and Annual Environmental Management Reports. Rehabilitation of any sites disturbed by Mining Operations will be carried out in accordance with the provisions of the relevant statutes (including the *Environmental Planning and Assessment Act 1979* (NSW) and the *Mining Act 1992* (NSW)).

COMPETITION PRINCIPLES

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

RESEARCH

- 87 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. Parties have outlined themes for further research in Attachment 6.

- 88 The Parties agree to hold discussions on research themes and coordination as part of annual meetings pursuant to clause 8B.
- 89 New South Wales will prepare for each five-yearly review, a compendium of New South Wales Forest research that will provide a bibliography of research in progress as well as published and unpublished works.
- 89A The Parties agree to document relevant Forest research undertaken in each reporting period and to update research themes in each five-yearly Progress Report.
- 90 The Parties agree to consult each other in the development of joint research projects that may affect the Agreement and note that the subject themes and priorities may change throughout the duration of the Agreement.
- 91 The Parties agree to make publicly available, wherever possible, research reports relevant to this Agreement.

DATA

- 92 The Parties recognise that the implementation and monitoring of this Agreement depends on appropriate mutual access to and availability of relevant information owned and held by each of them. The Parties agree to manage and provide access to data, including models used to develop and implement this Agreement.
- 93 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.

PART 3

Nature of Obligations under this Part

- 94 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

- 95 New South Wales will for the duration of the Agreement:

95.1 NOT USED

- 95.2 Report annually to the New South Wales Parliament on compliance with any Integrated Forestry Operations Approval applying to the Eden region as required by the *Forestry Act 2012* (NSW) ;

- 95.3 Notify the Commonwealth within 14 days that:

- (a) a copy of the annual report on the Integrated Forestry Operations Approval for the Eden region is available on a relevant State government website;
- (b) a copy of any Integrated Forestry Operations Approval for the Eden region, and any amendments to that document is available on a relevant State government website;
- (c) there has been a termination, suspension or revocation of any Integrated Forestry Operations Approval applying to the Eden region; or
- (d) there has been a termination of any Private Native Forestry Code of Practice applying to the Eden region;

- 95.4 Implement and maintain an Integrated Forestry Operations Approval applicable to the Eden region;

- 95.5 Implement and periodically review the Regional ESFM Plan containing the Ecologically Sustainable Forest Management strategy for State forests in the Eden region made under the *Forestry Regulation 2012* (NSW) under the *Forestry Act 2012* (NSW);

- 95.6 Maintain a forest yield estimation system for State forest and periodically review the calculation of Sustainable Yield consistent with Attachment 11;

- 95.7 Implement and maintain a Private Native Forestry Code of Practice applying to the Eden region;

95.8 Discuss with and notify the Commonwealth on proposed changes of a significant nature to the Forest Management Framework;

95.9 Implement and maintain environmental management systems in accordance with the principles outlined in Attachment 7.

96 The Commonwealth will:

96.1 Not prevent enterprises obtaining, using or exporting timber, Woodchips and Unprocessed Wood products sourced from the Eden region in accordance with this Agreement;

96.2 Recognise that the Forest Management Framework, as amended from time to time and as it applies to the Eden region, demonstrates continual improvement, for the purposes of ESFM and relevant provisions of this Agreement.

Compensation

97 The Parties agree that:

97.1 If to protect the Environment and Heritage Values in native forests and in connection therewith the protection of:

- (a) CAR Values; or
- (b) National Estate Values; or
- (c) World Heritage Values; or
- (d) 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:

- (e) 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 in which mineral exploration and mining is prohibited pursuant to a statutory licence, permit or authority permitting those Mining Operations or Extractive Operations which was in force immediately prior to the announcement of the proposed Commonwealth Action; or,
- (f) 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 or Extractive Materials sourced from land which is not included within the CAR Reserve System or land within that system but not within a Dedicated Reserve in which mineral exploration and mining is prohibited 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,

- (g) 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 clauses 97.2 to 97.20.

97.2 Subject to:

- (a) clauses 97.3, 97.4, 97.5, 97.6, 97.8, 97.9, 97.10, 97.11 and 97.12 the compensation to be paid by the Commonwealth to the State in accordance with clause 97.1 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 97.1 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 97.3, 97.4, 97.5, 97.6, 97.7, 97.8, 97.10, 97.11 and 97.12 the compensation to be paid by the Commonwealth to the State in accordance with clause 97.1 in relation to the prevention by Commonwealth Action of the use of land for Mining Operations or Extractive Operations or the first sale or first commercial use of Mining Products or Extractive Materials 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 97.1 occurred, by any person carrying on Mining Operations or Extractive Operations on the land pursuant to a statutory licence, permit or authority permitting those operations which was in force immediately prior to the announcement of the proposed Commonwealth Action.
- (c) clauses 97.3, 97.6, 97.8, 97.9, 97.11 and 97.12 the compensation to be paid by the Commonwealth to the State in accordance with clause 97.1 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 97.1 occurred, by any person who, immediately before the announcement of the proposed Commonwealth Action, was contracted to construct that road.

- 97.3 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.
- 97.4 The State warrants that no claim will be made in respect of areas where Forestry Operations or Mining Operations or Extractive 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.
- 97.5 The State warrants that no claim will be made in respect of Forest Products or Mining Products or Extractive Materials 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.
- 97.6 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.
- 97.7 To the extent that clause 97.2(b) relates to loss or damage in respect of an exploration licence or assessment lease, 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 or lease relates that is affected by the Commonwealth Action; and
 - (b) up to the loss in market value of that licence or lease resulting from the prevention of the Mining Operations or Extractive Operations.
- 97.8 Any claim made by the State hereunder is to be notified in writing within six months after the loss or damage is sustained.
- 97.9 For the purposes of clauses 97.1(e) and (g), the intention to conduct Forestry Operations, or the intention to construct roads 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.
- 97.10 For the purposes of clause 97.1(f), 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.

97.11 No compensation is payable under clause 97.2 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.

97.12 Clause 97.2 does not apply so as to entitle the State to recover compensation more than once in respect of the same loss or damage.

97.13 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 30 days after the receipt of the 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 10;
- (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 10 to 14 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 1984* (NSW) which are, to the extent permitted by the *Judiciary Act 1903* (C'wlth) and the Commonwealth constitution, incorporated by reference into this Agreement.

97.14 The procedure in relation to any arbitration required by reason of the provisions of clause 97.13 is as follows:

- (a) The Parties must meet to appoint an arbitrator within seven 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 or Territory 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, in accordance with the *Commercial Arbitration Act 1984* (NSW), inform himself or herself, in relation to any matter in such manner as the arbitrator thinks fit; provided that if the arbitrator takes advice from any person who is not a Party to this Agreement as to the matters in issue, 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.

97.15 Unless the Commonwealth appeals the decision of the arbitrator under the *Commercial Arbitration Act 1984* (NSW), and subject to clause 97.18, the Commonwealth undertakes to pay the State the amount of any award made by an arbitrator under clause 97.14 as a debt due to the State, within 60 days of the award.

97.16 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.

97.17 Subject to clause 97.18(b), where the State receives monies as a trustee pursuant to clause 97.16, it will pay those monies to the person who sustained the relevant loss or damage within 30 days.

97.18 (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 97.14 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 10 to 14; 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 the *Commercial Arbitration Act 1984* (NSW).
- (d) Subject to paragraph (e) of this clause, where an arbitration takes place in accordance with sub-paragraph (c)(ii), clauses 97.14 and 97.15 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.

97.19 Where the State:

- (a) has received monies as a trustee pursuant to clause 97.16; 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.

97.20 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 or Extractive Operations, as the case may be, on the land for profit.
- (ii) in relation to Forest Products or Mining Products or Extractive Materials, as the case may be, the owner of any interest in those products.

98 NOT USED

Termination

99 This Agreement may only be terminated by the Commonwealth:

- (a) where the dispute resolution procedures in clauses 10 to 14 have been observed and the State has been given a 90 day period of notice on:
 - (i) a failure by the State to comply with clause 65, being a failure to implement the CAR Reserve System described in Attachment 1 and to manage and conserve the identified CAR Values; or
 - (ii) a failure to comply with clause 33 and 46(a), being a failure to maintain a current New South Wales Forest Agreement that reflects the outcomes of this Agreement throughout the life of this Agreement. The Commonwealth agrees not to terminate this Agreement because of a failure by New South Wales to maintain a Forest Agreement for the Eden region. However, the Parties acknowledge that if the State does not maintain a Forest Agreement covering the Eden region, termination of this Agreement by the Commonwealth would be authorised by s 7 of the *Regional Forest Agreements Act 2002* (Cth); or

- (iii) a failure to comply with clause 46; or
- (iv) a failure to comply with clause 46(f), being a failure to implement the FRAMES inventory in the Eden region and review the calculation of Sustainable Yield ; or

- (v) a failure to comply with clauses 46(g), and (h) and clause;

other than a failure of a minor nature which is not one or part of a series of deliberate or reckless failures of a minor nature; and 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 10 to 14.

100 This Agreement may only be terminated by the State:

- (a) where the dispute resolution procedures in clauses 10 to 14 have been observed and the Commonwealth has been given a 90 day period of notice on:

- (i) NOT USED

- (ii) a failure by the Commonwealth to comply with clause 97, being a failure to pay compensation due under that clause;

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 10 to 14.

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

Notice of intention to review before termination by consent

102 A consent under clause 101 is of no effect, unless:

102.1 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 New South Wales stating that a joint review is being undertaken by the Parties because they intend to terminate the Agreement by consent;

102.2 the Parties have conducted the joint review as in accordance with this clause ;

102.3 the joint review must consider whether the operation of the Agreement has met the goals set out in Recitals A and B ;

102.4 within eight 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 ; and

102.5 if, under clause 8D, a five-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 8D need not be undertaken.

IN WITNESS WHEREOF this Agreement has been signed for and on behalf of the Parties as at the day and year first above written.

SIGNED by

the HONOURABLE JOHN WINSTON HOWARD MP, Prime Minister)

for and on behalf of the Commonwealth of Australia

in the presence of:)

SIGNED by

the HONOURABLE BOB CARR MLA, Premier)

for and on behalf of the State of New South Wales

in the presence of:)

ATTACHMENTS

ATTACHMENT 1

(clauses 2, 42(a), 46(g), 55, 63, 64, 64A, 65, 66, 66A, 84, 95.4, 99(a)(i),
Attachments 7 and 12)

COMPREHENSIVE, ADEQUATE AND REPRESENTATIVE (CAR) RESERVE SYSTEM

- 1 Map 1 and this Attachment identify the CAR Reserve System for the purpose of this Agreement, as amended from time to time.
- 2 The *National Forest Policy Statement* (NFPS) established that the CAR Reserve System will, in the first instance, be selected from Public Land. Provision is also made in the JANIS Reserve Criteria for inclusion of Private Land in the CAR Reserve System, with the agreement of landholders, where the Criteria cannot be met from Public Land.

PUBLIC LAND

- 3 In the Eden region, the CAR Reserve System on lands of the Crown primarily comprises areas established for conservation purposes (eg National Parks and Nature Reserves) and areas reserved for conservation in State forest.

CAR RESERVE SYSTEM COMPONENTS AND PROTECTION MECHANISMS

- 4 The CAR Reserve System on Public Land has the following three components:
 - *Dedicated Reserves*. This comprises reserves established through legislation for conservation purposes such as National Parks, Nature Reserves and Flora Reserves (Special Protection Zone, FMZ 1).
 - *Informal Reserves*. This comprises those parts of the Special Management Zone (FMZ 2) under the Forest Management Zoning system that are greater than 40ha, are more than 200m wide, or are directly adjacent to Dedicated Reserves. It also includes those areas dedicated as State Conservation Areas under the provisions of the *National Parks and Wildlife Act 1974* (NSW) which are managed by the NSW National Parks and Wildlife Service.
 - *Values Protected by Prescription*. These comprise those elements of habitat protected by Regional Prescriptions as detailed in the Integrated Forestry Operations Approval covering the Eden region and areas within the Harvesting Exclusions (FMZ 3A) and Special Prescription Zone (FMZ 3B) under the Forest Management Zoning system that are excluded from harvesting. They also include elements of the Special Management Zone (FMZ 2) that are less than 40ha and less than 200m wide. The Integrated Forestry Operations Approval complements the Dedicated and Informal Reserve network and includes protection of rare non-commercial forest types, Old Growth forest, rainforest and threatened species in all areas that have been identified to be primarily managed for sustainable production.

- 5 As at December 2017, the Dedicated Reserve component of the CAR Reserve System covers 273 000 ha, the Informal Reserve component 4 000 ha and the prescriptive component 20 000 ha. Together the Dedicated Reserve and Informal Reserve components of the CAR Reserve System cover an area of approximately 276 000 ha (about 58% of the Public Land in the region or 34% percent of the entire region).
- 6 Levels of protection for Forest Ecosystems and Old Growth forest achieved in the Dedicated Reserve, Informal Reserve and the Values Protected by Prescription components of the CAR Reserve System are shown in Tables 1 and 2. The tabulated percentage area of these Values Protected by Prescription includes elements of the Special Management Zone (FMZ 2) that are less than 40ha and less than 200m wide, as well as areas of Old Growth forest (and Forest Ecosystems within these areas) that will be managed by the Integrated Forestry Operations Approval.
- 7 The IFOA provides for protection of environmental values in addition to those protected in FMZ 2, FMZ 3A, FMZ 3B, mapped areas under the IFOA, or other CAR Reserves and quantified in Tables 1 and 2. The protections under the IFOA are updated and modified from time to time as a result of the continual improvement process to improve the effectiveness and efficiency of these conditions.

Environment and Heritage Values protected by prescription

- 8 For Environment and Heritage Values that are not included in reserves, the JANIS Reserve Criteria provide for the management of such values through prescriptions. Within the General Management Zone of the Forest Management Zoning system (FMZ 4), Forestry Operations and other activities are permitted. The principal vehicles by which Environment and Heritage Values will be managed within FMZ 4 are:
 - The Integrated Forestry Operations Approval covering the Eden region. This will be the principal vehicle by which environment values are protected through prescription. The Integrated Forestry Operations Approval takes account of the extent of reserved habitat, and balances an operationally efficient timber industry with the need to protect native plants and animals, ecosystems, soils and water.
 - Aboriginal and non-Aboriginal cultural heritage guidelines made in accordance with relevant legislation and amended from time to time. These guidelines provide prescriptions for the management of heritage values that are impracticable to include in reserves in the Eden region.

IDENTIFIED CAR VALUES AND THEIR PROTECTION AFFORDED THROUGH THE RFA

8A Levels of protection for Forest Ecosystems and Old Growth forest achieved in the CAR Reserve System are shown in Tables 1 and 2 of this Attachment as follows:

- Dedicated Reserves; as described in Clause 4 of this Attachment,

- Informal Reserves; as described in Clause 4 of this Attachment,
- Values Protected by Prescription; includes the areas within the Harvesting Exclusions Zone (FMZ 3A), the Special Prescription Zone (FMZ 3B), those areas of the Special Management Zone (FMZ 2) that, due to the size or shape, do not meet the Informal Reserve category outlined above, and mapped areas under the IFOA.

It should be noted that the IFOA affords additional protection over that included in the table.

Forest Management Zoning

9 Within the Forest Management Zoning system, of particular significance for the conservation of Forest Ecosystems and Old Growth forest are:

- *Special Protection Zone (FMZ 1)*. These areas are dedicated and managed to maximise the protection of natural and cultural values. Timber harvesting, removal of Forest Products and materials, grazing by domestic stock, gravel/hard rock quarrying and mineral and petroleum exploration are not generally permitted within this zone.
- *Special Management Zone (FMZ 2)*. These areas are established following public comment and are gazetted and managed for the protection of natural and cultural conservation values where it is not possible or practicable to include them in the Special Protection Zone. Activities not permitted in this zone are similar to the Special Protection Zone except that mineral and petroleum exploration are permitted. Any Mining proposal following from exploration will require standard environmental impact assessment and development approval processes.
- *Harvesting Exclusions Zone (FMZ 3A)*. These are areas where harvesting is excluded but other management and production activities preclude zoning as Special Protection Zone (FMZ 1) or Special Management Zone (FMZ 2). These may be:
 - i) Dedicated leasehold where lease conditions permit activities such as grazing and timber supply for lease fencing etc, and in some cases residency, or
 - ii) Areas identified as important by the Department of Planning and Environment where there are current or imminent petroleum and Mineral Exploration and/or Mining Operations, or
 - iii) Other areas which are excluded from harvesting (eg. Net Harvestable Area (NHA) exclusions) but size, boundaries or management practicabilities preclude designation as FMZ 1 or FMZ 2.
- *Special Prescription Zone (FMZ 3B)*. These areas are established for the protection and management of identified conservation values, whilst also allowing other management and production activities. These activities (which

in some cases includes timber, Forest Product and materials extraction) are minimised in their design and implementation to maintain or enhance the values that the area is zoned to protect. A case by case assessment of these areas will be undertaken to determine which forestry activities can occur. The decision is dependent on the specific values involved.

Table 1. Representative conservation (percentage reservation status as at 1999 and December 2017) of Forest and Non-Forest Ecosystems in the CAR Reserve System in the Eden region based on vegetation mapping to establish the pre-1750 extent of Forest Ecosystems in the region^a.

Forest Ecosystems	Area		Percent Remaining as at 1999	Status ^b	Percent of Forest Ecosystem (pre-1750) extent in the CAR Reserve System as at 1999				Percent of Forest Ecosystem (pre-1750) in the public components of the CAR reserve system, as at December 2017 ^c			
	Pre 1750 (ha)	As at 1999 (ha)			Dedicated Reserves	Informal Reserve ^c	Prescription ^d	Total	Dedicated Reserves	Informal Reserve ^c	Prescription ^d	Total
1 Dry Rainforest*	47	42	88.9	R	62.8	0.0	0.0	62.8	68	0	0	68
2 Myanba Rainforest	333	333	100.0	R	96.7	0.0	0.0	96.7	100	0	0	100
3 Rocky Top Dry Shrub Forest	1188	1188	100.0		86.5	0.3	0.0	86.8	88	0	0	88
4 <i>Acacia sylvestris</i> / Brogo Shrub Rainforest	6673	6288	94.2		54.4	0.0	0.0	54.4	54 [^]	0	0	54[^]
5 Bunga Head Rainforest	7	7	100.0	R	100.0	0.0	0.0	100.0	100	0	0	100
6 Coastal Warm Temperate Rainforest	6466	6390	98.8	V	49.0	1.3	4.4	54.7	61	1	7	70
7 Hinterland Warm Temperate Rainforest	3052	3026	99.2	V	69.7	0.1	0.5	70.3	70 [^]	0	1	71
8 Cool Temperate Rainforest	1053	1053	100.0	R	84.6	0.1	0.7	85.4	86	0	6	91
9 Mountain Wet Layered Forest (<i>E. nitans</i>)	2267	1813	80.0		71.0	0.0	0.4	71.4	75	0	1	76
10 Mountain Wet Layered Forest (<i>E. fastigata</i>)	20033	17940	89.6		46.5	0.2	1.0	47.7	47	0	4	51
11 Tantawangalo Wet Shrub Forest	792	790	99.8	R	91.3	0.0	0.9	92.2	92	0	6	98
12 Mountain Wet Fern Forest	2302	2259	98.1		72.6	1.6	0.8	75.0	73	2	4	78
13 Hinterland Wet Fern Forest	48310	44032	91.1		56.0	0.4	0.6	57.0	58	0	1	59
14 Hinterland Wet Shrub Forest	26967	25875	96.0		32.7	1.8	4.3	38.8	36	1	8	45
15 Mountain Wet Herb Forest	41581	30875	74.3		39.0	0.3	0.6	39.9	39	0	4	44
16 Basalt Wet Herb Forest	14902	12208	81.9		23.2	0.7	0.5	24.4	25	0	2	26
17 Flats Wet Herb Forest	3553	2931	82.5	V	30.8	0.6	0.8	32.2	31	0	2	34
18 Brogo Wet Vine Forest	7850	4306	54.8	V	16.2	0.0	0.0	16.2	18	0	0	18
19 Bega Wet Shrub Forest	47710	16891	35.4	V	7.1	0.1	0.2	7.4	8	0	1	8
20 Bega Dry Grass Forest*	31951	3808	11.9	E	0.7	0.0	0.0	0.7	1	0	0	1
21 Candelo Dry Grass Forest*	17873	1463	8.2	E	0.5	0.0	0.0	0.5	1	0	0	1
24 Subalpine Dry Shrub Forest	95020	26584	28.0	V	3.8	0.1	0.1	4.0	5	0	0	5
25 Sandstone Dry Shrub Forest	1142	822	72.0	R	63.5	0.0	0.0	63.5	64 [^]	0	2	66[^]
26 Tableland Dry Shrub Forest	28045	16114	57.5		20.4	0.2	1.7	22.3	21	0	3	24
27 Waalimma Dry Grass Forest	1324	1324	100.0	R	22.2	0.0	4.9	27.1	23	0	5	28
28 Wog Dry Grass Forest	1304	922	70.7	R	67.6	0.0	0.0	67.7	69	0	0	69
29 Nalbaugh Dry Grass Forest	2597	1936	74.6		27.4	0.8	1.8	30.0	27	1	4	32
30 Wallagaraugh Dry Grass Forest	1663	914	55.0	R	21.8	0.1	7.3	29.2	23	0	7	30
31 Hinterland Dry Grass Forest	32925	27586	83.8		50.2	0.1	1.0	51.3	52	0	2	54

Forest Ecosystems	Area		Percent Remaining as at 1999	Status ^b	Percent of Forest Ecosystem (pre-1750) extent in the CAR Reserve System as at 1999				Percent of Forest Ecosystem (pre-1750) in the public components of the CAR reserve system, as at December 2017 ^c			
	Pre 1750 (ha)	As at 1999 (ha)			Dedicated Reserves	Informal Reserve ^c	Prescription ^d	Total	Dedicated Reserves	Informal Reserve ^c	Prescription ^d	Total
32 Coastal Dry Shrub Forest (<i>E. longifolia</i>)	24520	23400	95.4		36.9	0.5	0.9	38.3	56	0	2	58
33 Coastal Dry Shrub Forest (<i>E. muelleriana</i>)	16298	16136	99.0		57.8	1.2	0.4	59.4	59	0	2	62
34 Brogo Dry Shrub Forest	16124	14144	87.7		34.5	0.1	1.0	35.6	50	0	1	51
35 Escarpment Dry Grass Forest	34571	22004	63.6		27.2	0.1	0.0	27.3	27	0	0	28
36 Dune Dry Shrub Forest*	1018	603	59.3	R	28.8	0.1	0.1	29.0	30	0	0	31
37 Coastal Dry Shrub Forest (<i>An. floribunda</i>)	16150	15147	93.8		33.7	1.1	6.1	40.9	35	1	10	45
40 Riverine Forest*	81	65	80.8	R,E	0.0	0.0	0.0	0.0	0	0	0	0
41 Mountain Dry Shrub Forest (<i>E. fraxinoides</i>)	1865	1864	100.0		83.6	0.0	0.0	83.6	84	0	3	87
42 Coastal Dry Shrub Forest (<i>E. obliqua</i>)	22040	21552	97.8		26.4	0.5	2.8	29.7	27	0	6	33
43 Mountain Dry Shrub Forest (<i>E. cypellocarpa</i>)	2492	2479	99.5		90.8	0.0	0.0	90.8	91	0	1	92
44 Foothills Dry Shrub Forest	3326	3142	94.5		69.9	1.0	0.1	71.0	70	1	3	74
45 Mountain Dry Shrub Forest (<i>E. sieberi</i>)	2024	1915	94.6		53.1	0.2	0.6	53.9	53	0	3	56
46 Lowland Dry Shrub Forest	15977	15120	94.6		45.8	2.0	1.0	48.8	50	2	2	55
47 Eden Dry Shrub Forest	17797	17141	96.3		69.0	1.2	0.6	70.8	71	1	2	75
48 Bega Dry Shrub Forest	4496	4455	99.1		75.3	0.0	0.2	75.5	93	0	0	93
49 Coastal Dry Shrub Forest (<i>E. agglomerata</i>)	32332	31835	98.5		26.0	1.2	1.2	28.4	27	1	6	33
50 Genoa Dry Shrub Forest	3702	3026	81.7		56.1	0.1	0.2	56.4	57	0	4	61
58 Swamp Forest	1080	953	88.3	R	42.3	1.2	8.5	52.0	45	1	33	78
71 Monaro Basalt Grass Woodland*	23442	3387	14.4	V	0.5	0.0	0.0	0.5	1	0	1	1
72 Numeralla Dry Shrub Woodland	11879	8240	69.4	V	4.3	0.3	0.0	4.6	5	0	0	5
73 Monaro Dry Grass Forest*	5412	3615	66.8	V	11.1	15.7	0.0	26.8	39	0	0	39
79 Timbillica Dry Shrub Forest	22917	22792	99.5		15.3	1.1	5.4	21.8	15	1	16	32
81 Wadbilliga Dry Shrub Forest	27347	27337	100.0		98.4	0.0	0.0	98.4	99	0	0	99
82 Wadbilliga Range Ash Forest	1007	1007	100.0	R	100.0	0.0	0.0	100.0	100	0	0	100
84 Wadbilliga Range Wet Forest	3495	3207	91.8		72.6	0.0	0.2	72.8	74	0	0	74
85 Wadbilliga Gorge Dry Forest	7743	7234	93.4		82.5	0.0	0.0	82.5	83^	0	0	83^
86 Wadbilliga River Valley Forest	1899	1894	99.7		89.6	0.0	0.0	89.6	91	0	0	91

Non-Forest Ecosystems	Area		Percent Remaining as at 1999	Status ^b	Percent of Non-Forest Ecosystem (pre-1750) extent in the CAR Reserve System as at 1999				Percent of Non-Forest Ecosystem (pre-1750) extent in the CAR Reserve System as at December 2017 ^e			
	Pre 1750 (ha)	As at 1999 (ha)			Dedicated Reserves	Informal Reserve ^c	Prescription ^d	Total	Dedicated Reserves	Informal Reserve ^c	Prescription ^d	Total
23 Monaro Grassland*	6461	331	5.1	E	0.0	0.0	0.0	0.0	0	0	0	0
38 Southern Riparian Scrub	611	516	84.5	R	47.0	1.7	1.8	50.5	50	2	4	55
39 Northern Riparian Scrub*	761	485	63.7	R	6.6	0.1	0.1	6.8	8	0	0	9
51 Rock Shrub (<i>K. ambigua</i>)	51	51	100.0	R	80.0	0.0	5.4	85.4	80 [^]	0	8	88 [^]
52 Mountain Rock Scrub	202	202	100.0	R	92.2	0.0	0.0	92.2	92 [^]	0	0	92 [^]
53 Montane Heath	1751	1350	77.1	V	32.0	9.7	0.0	41.7	42	0	0	43
54 Mountain Nadgee Heath	371	371	100.0	R	99.8	0.0	0.0	99.8	99 [^]	0	0	99 [^]
55 Coastal Lowland Heath	1676	1630	97.3		90.7	0.0	0.0	90.7	95	0	0	95
56 Swamp Heath	385	385	100.0	R	21.8	5.1	7.7	34.6	22 [^]	6	14	42 [^]
57 Lowland Swamp	2010	1892	94.1		52.8	11.4	11.3	75.5	53	11	15	80
59 Sub-alpine Bog	6634	1869	28.2	R	7.4	0.0	0.2	7.6	8	0	1	9
60 Floodplain Wetlands*	9420	3281	34.8	V	3.6	0.3	0.4	4.3	4	0	1	5
61 Coastal Scrub	2191	1504	68.7	V	52.0	0.0	0.0	52.0	54	0	0	54
63 Estuarine Wetland (<i>M. ericifolia</i>)	3021	930	30.8	R,V	3.6	0.1	0.1	3.8	4	0	0	4
64 Saltmarsh	368	295	80.0	R	20.1	0.2	0.0	20.3	20 [^]	1	0	21 [^]
66 Estuarine Wetland (<i>Av. marina</i>)	56	38	68.9	R	23.1	0.0	0.0	23.1	36	0	0	36
83 Wadbilliga Mallee Heath	3085	3085	100.0	R	99.2	0.0	0.0	99.2	99	0	0	99

NOTES ACCOMPANYING TABLE 1

- The figures shown in this table are based on modelled information mapped at a scale of 1:25 000 derived during the pre-1750 analysis of vegetation types in the Eden region, and are therefore only approximate.
- The status is based on: Rare (R) which has a total current area below 1000 hectares and a target of 100% of its current distribution. Endangered (E) which has < 10% remaining and a target of 100% of its current distribution. Vulnerable (V) which has between 10-30% remaining and a target of 60% of its current distribution. Some values were given their rare, endangered or vulnerable status due to other factors such as range of distribution, patch size and expert opinion on vulnerability. All remaining Forest Ecosystems have a target of 15% of their pre-1750 distribution.
- Informal Reserve includes Special Management Zones that are > 40ha and > 200m wide, or that are adjacent to Dedicated Reserves.
- Tabulated prescriptions include those elements of the Special Management Zone that are < 40ha and/or < 200m wide, and Forest Ecosystems protected by the Integrated Forestry Operations Approval Old Growth prescriptions.
- Source: compiled by ABARES from RFA data, including data from CRA reports, IFOAs, NPWS and FCNSW
- * These Forest Ecosystems have been identified as priorities for protection on Private Land (see Attachment 12).
- = These Forest Ecosystems will have additional protection from the Integrated Forestry Operations Approval.
- [^] The figure supplied by ABARES has been amended by DPI to address inconsistencies resulting from changes in spatial analysis systems and processes over time.

Table 2. Representative conservation of Old Growth forest in the CAR Reserve System as at 1999 and December 2017 in the Eden region^a.

Forest Ecosystem	Area of Forest Ecosystem (ha) as at 1999	Percent of Forest Ecosystem as Old Growth as at 1999	Area Old Growth (ha) as at 1999	Percent of Old Growth forest in the CAR Reserve System as at 1999				Percent of Old Growth forest in the CAR Reserve System as at December 2017 ^c			
				Dedicated Reserve	Informal Reserve	Prescription ^b	Total	Dedicated Reserve	Informal Reserve	Prescription ^b	Total
OG 9 Mountain Wet Layered Forest (<i>E. nitans</i>)	1813	24.5	444	95.9	0.0	0.0	95.9	98	0	0	98
OG 10 Mountain Wet Layered Forest (<i>E. fastigata</i>)	17940	21.7	3895	86.5	0.2	0.6	87.3	87	0	2	89
OG 11 Tantawangalo Wet Shrub Forest	790	26.1	206	97.6	0.0	1.5	99.1	98	0	2	100
OG 12 Mountain Wet Fern Forest	2259	26.2	592	85.6	0.0	0.5	86.1	85	0	1	86
OG 13 Hinterland Wet Fern Forest	44032	21.3	9360	81.4	0.4	0.6	82.4	82	0	1	83
OG 14 Hinterland Wet Shrub Forest	25875	15.1	3917	57.0	3.5	3.3	63.8	59	3	6	67
OG 15 Mountain Wet Herb Forest	30875	18.8	5804	78.4	0.0	0.3	78.7	78	0	3	82
OG 16 Basalt Wet Herb Forest	12208	13.7	1668	59.5	0.4	0.9	60.8	61	0	1	62
OG 17 Flats Wet Herb Forest	2931	9.6	280	60.7	0.4	0.0	61.1	62	0	1	63
OG 18 Brogo Wet Vine Forest	4306	9.5	407	55.6	0.0	0.0	55.6	61	0	0	61
OG 19 Bega Wet Shrub Forest	16891	15.1	2553	42.7	0.3	3.8	46.8	47	0	2	49
OG 20 Bega Dry Grass Forest	3808	7.9	299	15.4	0.0	0.0	15.4	16	0	0	16
OG 21 Candelo Dry Grass Forest	1463	17.3	253	24.5	0.0	0.0	24.5	24	0	0	24
OG 24 Subalpine Dry Shrub Forest	26584	28.2	7486	17.2	0.7	0.1	18.0	21	0	0	22
OG 25 Sandstone Dry Shrub Forest	822	21.5	177	99.4	0.0	0.0	99.4	100	0	0	100
OG 26 Tableland Dry Shrub Forest	16114	9.1	1472	55.0	0.2	21.1	76.3	55	0	17	72
OG 27 Waalimma Dry Grass Forest	1324	5.1	68	42.6	0.0	30.9	73.5	43	0	25	68
OG 28 Wog Dry Grass Forest	922	12.9	119	92.4	0.0	0.0	92.4	99	0	0	99
OG 29 Nalbaugh Dry Grass Forest	1936	10.6	205	63.4	0.0	21.5	84.9	64	0	20	84
OG 30 Wallagaraugh Dry Grass Forest	914	8.1	74	44.6	0.0	24.3	68.9	45 [^]	0	19	64[^]
OG 31 Hinterland Dry Grass Forest	27586	18.1	4993	75.1	0.1	0.5	75.7	77	0	2	79
OG 32 Coastal Dry Shrub Forest	23400	10.4	2424	64.9	0.7	5.2	70.8	72	0	3	75

Forest Ecosystem	Area of Forest Ecosystem (ha) as at 1999	Percent of Forest Ecosystem as Old Growth as at 1999	Area Old Growth (ha) as at 1999	Percent of Old Growth forest in the CAR Reserve System as at 1999				Percent of Old Growth forest in the CAR Reserve System as at December 2017 ^c			
				Dedicated Reserve	Informal Reserve	Prescription ^b	Total	Dedicated Reserve	Informal Reserve	Prescription ^b	Total
<i>(E. longifolia)</i>											
OG 33 Coastal Dry Shrub Forest <i>(E. muelleriana)</i>	16136	17.6	2839	78.7	1.5	0.1	80.3	80	1	2	82
OG 34 Brogo Dry Shrub Forest	14144	20.1	2841	62.5	0.1	0.7	63.3	69	0	1	71
OG 35 Escarpment Dry Grass Forest	22004	22.6	4971	60.7	0.2	0.1	61.0	61	0	1	62
OG 36 Dune Dry Shrub Forest	603	19.4	117	61.5	0.0	0.0	61.5	62	0	0	62
OG 37 Coastal Dry Shrub Forest <i>(An. floribunda)</i>	15147	18.5	2799	48.4	1.1	9.6	59.1	49	1	14	63
OG 41 Mountain Dry Shrub Forest <i>(E. fraxinoides)</i>	1864	18.9	353	88.1	0.0	0.0	88.1	88	0	3	91
OG 42 Coastal Dry Shrub Forest <i>(E. obliqua)</i>	21552	8.3	1778	57.0	0.7	26.2	83.9	57	1	19	77
OG 43 Mountain Dry Shrub Forest <i>(E. cypellocarpa)</i>	2479	20.8	516	90.3	0.0	0.0	90.3	90	0	0	91
OG 44 Foothills Dry Shrub Forest	3142	23.8	748	82.5	0.0	0.3	82.8	83	0	5	88
OG 45 Mountain Dry Shrub Forest <i>(E. sieberi)</i>	1915	18.1	346	88.4	0.0	0.0	88.4	89	0	1	90
OG 46 Lowland Dry Shrub Forest	15120	31.0	4687	55.8	4.5	1.2	61.5	57	4	3	65
OG 47 Eden Dry Shrub Forest	17141	25.3	4332	75.8	2.9	0.9	79.6	77	3	2	83
OG 48 Bega Dry Shrub Forest	4455	17.4	776	89.3	0.0	0.0	89.3	93	0	0	93
OG 49 Coastal Dry Shrub Forest <i>(E. agglomerata)</i>	31835	10.6	3380	59.6	2.3	1.5	63.4	60	2	4	66
OG 50 Genoa Dry Shrub Forest	3026	28.1	849	88.9	0.2	0.6	89.7	89	0	0	90
OG 58 Swamp Forest	953	12.7	121	86.0	0.0	7.4	93.4	88	2	7	96
OG 71 Monaro Basalt Grass Woodland	3387	11.4	388	12.4	0.0	0.0	12.4	14	0	4	18
OG 72 Numeralla Dry Shrub Woodland	8240	26.9	2214	13.8	1.4	0.0	15.2	15	0	0	15
OG 73 Monaro Dry Grass Forest	3615	20.2	732	31.7	25.8	0.0	57.5	66	0	0	66
OG 79 Timbillica Dry Shrub Forest	22792	6.7	1525	33.2	2.8	46.4	82.4	33	2	43	78
OG 81 Wadbilliga Dry Shrub Forest	27337	40.6	11101	99.1	0.0	0.0	99.1	99	0	0	99

Forest Ecosystem	Area of Forest Ecosystem (ha) as at 1999	Percent of Forest Ecosystem as Old Growth as at 1999	Area Old Growth (ha) as at 1999	Percent of Old Growth forest in the CAR Reserve System as at 1999				Percent of Old Growth forest in the CAR Reserve System as at December 2017 ^c			
				Dedicated Reserve	Informal Reserve	Prescription ^b	Total	Dedicated Reserve	Informal Reserve	Prescription ^b	Total
OG 82 Wadbilliga Range Ash Forest	1007	39.5	398	100.0	0.0	0.0	100.0	100	0	0	100
OG 84 Wadbilliga Range Wet Forest	3207	39.6	1270	90.0	0.0	0.0	90.0	90	0	0	90
OG 85 Wadbilliga Gorge Dry Forest	7234	27.9	2016	92.3	0.0	0.0	92.3	92	0	0	92
OG 86 Wadbilliga River Valley Forest	1894	28.3	535	90.6	0.0	0.0	90.6	91	0	0	91
Total Area	515 019 ha		98 326 ha								

NOTES ACCOMPANYING TABLE 2

- The figures shown in this table are based on modelled information mapped at a scale of 1:25 000 derived during the pre-1750 analysis of vegetation types in the Eden region, and are therefore only approximate.
- This comprises those elements of Special Management Zones that are < 40ha and/or < 200m wide and Old Growth forest protected by the Integrated Forestry Operations Approval.
- Source: compiled by ABARES from RFA data, including data from CRA reports, IFOAs, NPWS and FCNSW

^ The figure supplied by ABARES has been amended by DPI to address inconsistencies resulting from changes in spatial analysis systems and processes over time

Rainforest Protection

- 10 Forestry Operations are prohibited from all rainforest, including a 20m buffer, by the Integrated Forestry Operations Approval applicable to the Eden region.

Old Growth forest

- 10B Forestry Operations are prohibited from all Old Growth forest in the Eden region by the Integrated Forestry Operations Approval.

Additional Protection for Forest Ecosystems

- 11 Forestry Operations are prohibited from rare non-commercial Forest Ecosystems by the Integrated Forestry Operations Approval applicable to the Eden region. These Forest Ecosystems include 20 Bega Dry Grass Forest, 21 Candelo Dry Grass Forest, 71 Monaro Basalt Grass Woodland, 36 Dune Dry Shrub Forest, 38 Southern Riparian Scrub; 39 Northern Riparian Scrub, 40 Riverine Forest and 58 Swamp Forest.
- 11A Forestry Operations are prohibited from threatened ecological communities (TECs) by the Integrated Forestry Operations Approval applicable to the Eden region.
- 12 Under the *National Park Estate (Land Transfers) Act 1998* (NSW), Schedule 5 (State forests vested in NPW Minister subject to leasehold interests), some Forest Ecosystems will have additional protection from harvesting. These include 58 Swamp Forest, 19 Bega Wet Shrub Forest, 26 Tableland Dry Shrub Forest, 30 Wallagaraugh Dry Grass Forest and 31 Hinterland Dry Grass Forest.

Wilderness

- 13 Almost all (99%) of Wilderness, as defined in the JANIS Reserve Criteria (ie National Wilderness Inventory (Lesslie and Maslen 1995) minimum rating 12 in patches greater than 8 000ha), in the Eden region is protected within Dedicated Reserves under this Agreement.

Management of CAR Values

- 14 Management plans for Dedicated Reserve and Informal Reserve elements of the CAR Reserve System will clearly identify the CAR Values and the actions being taken in each reserve to appropriately manage and conserve those values.
- 15 As an integral component of managing CAR values New South Wales agrees to implement systematic and targeted fauna and flora surveys in Dedicated Reserves and Informal Reserves to complement surveys carried out under the IFOAs. The extent of survey work undertaken will be subject to available funding.

Protections on Public Land subject to Plantation authorisation

- 16 For Plantations on Public Land, the Plantations and Reafforestation (Code) Regulation 2001 (NSW), contains standards for the protection of soil and water, Biodiversity, and places, objects or items of heritage significance.

LISTED SPECIES AND COMMUNITIES

- 1 Both Parties recognise the range of mechanisms to conserve the habitat of Listed Species and Communities in the Eden region. These include: (i) protection within the CAR Reserve System; (ii) protection of key habitat components using the Integrated Forestry Operations Approval; (iii) protection of key habitats such as rainforest, heaths, swamps and other wet communities, rocky outcrops and threatened ecological communities; and (iv) Biodiversity Conservation Programs for species, and communities listed under the *Biodiversity Conservation Act 2016* (NSW) and the development, maintenance and implementation of relevant Statutory Conservation Planning Documents under the *Fisheries Management Act 1994* (NSW) and for species, populations and communities listed under the EPBC Act. Key species are protected by a combination of reservation and prescription.
- 2 Priorities at the signing of the Eden RFA for developing Recovery Plans for threatened forest dependent fauna and flora for the first five years of this Agreement are provided in Table 1. Parties note that the list at Table 1 is indicative only. These priorities may change and new priorities may arise in response to additional information, funding etc.
- 3 Where NSW Statutory Conservation Planning Documents under the *Biodiversity Conservation Act 2016* (NSW) or the *Fisheries Management Act 1994* (NSW) meet the requirements of the EPBC Act, the Commonwealth will consider adopting them under the EPBC Act.

Threatening Processes

- 4 Threatening Processes are managed under Biodiversity Conservation Programs under the *Biodiversity Conservation Act 2016* (NSW) or with Threat Abatement Plans under the EPBC Act or other coordinated programs across land tenure. Some Threatening Processes affecting Forests are mitigated by the settings in the Integrated Forestry Operations Approval applicable to the Eden region.

Table 1: Priority species as at 1999 for preparation of Recovery Plans (showing current status)

Scientific name	Common Name	NSW Status	National Status	Management stream under the NSW Biodiversity Conservation Program	Current status of national recovery plans and conservation advice
<i>Potorous longipes</i>	Long-footed Potoroo	Critically endangered	Endangered	Partnership	Nationally adopted recovery plan in place 2001 and in force; Conservation advice made 2016
<i>Isoodon obesulus</i>	Southern Brown Bandicoot	Endangered	<i>Isoodon obesulus obesulus</i> (south-eastern) is listed as Endangered	Site-managed	Conservation Advice made 2016
<i>Pseudomys fumeus</i>	Smoky Mouse	Critically endangered	Endangered	Site-managed	National recovery plan adopted in 2008 and in force.
<i>Phascolarctos cinereus</i>	Koala (SE NSW Population)	Vulnerable	<i>Phascolarctos cinereus</i> (combined populations of Qld, NSW and the ACT) is listed as Vulnerable	Iconic Species	Conservation Advice made 2012
<i>Mixophyes balbus</i>	Stuttering Barred Frog	Endangered	Vulnerable	Landscape	National recovery plan adopted in 2012 and in force
<i>Heleioporus australiacus</i>	Giant Burrowing Frog	Vulnerable	Vulnerable	Landscape	Conservation advice made 2014

Scientific name	Common Name	NSW Status	National Status	Management stream under the NSW Biodiversity Conservation Program	Current status of national recovery plans and conservation advice
<i>Dasyurus maculatus</i>	Tiger Quoll	Vulnerable	<i>Dasyurus maculatus maculatus</i> (SE mainland population) listed as Endangered	Landscape	National recovery plan adopted in 2016 and in force
<i>Lathamus discolor</i>	Swift Parrot	Endangered	Critically Endangered	Landscape	National recovery plan adopted in 2012 and in force; Conservation Advice made in 2016
<i>Ninox strenua</i>	Powerful Owl	Vulnerable	Not listed under the EPBC Act	Landscape	NSW recovery plan for Large Forest Owls adopted in 2006.
<i>Tyto novaehollandiae</i>	Masked Owl	Vulnerable	Not listed under the EPBC Act	Landscape	NSW recovery plan for Large Forest Owls adopted in 2006.
<i>Tyto tenebricosa</i>	Sooty Owl	Vulnerable	Not listed under the EPBC Act	Landscape	NSW recovery plan for Large Forest Owls adopted in 2006.
<i>Xanthomyza phrygia</i>	Regent Honeyeater	Critically endangered	Critically endangered	Site-managed	National recovery plan adopted in 2016 and in force; Conservation Advice made 2015
<i>Acacia constablei</i>	Narrabarba Wattle	Vulnerable	Vulnerable	Site-managed	Conservation Advice made 2014
<i>Acacia georgensis</i>	Bega Wattle	Vulnerable	Vulnerable	Keep-watch	Conservation Advice made 2014
<i>Eucalyptus</i>	Imlay Mallee	Critically	Endangered		Conservation Advice made

Scientific name	Common Name	NSW Status	National Status	Management stream under the NSW Biodiversity Conservation Program	Current status of national recovery plans and conservation advice
<i>imlayensis</i>		endangered			2008
<i>Eucalyptus parvula</i>	Small-leaved Gum	Endangered	Vulnerable		Conservation Advice made 2008
<i>Genoplesium rhyoliticum</i>	Rhyolite Midge Orchid	Endangered	Endangered	Site-managed	Conservation Advice made 2014
<i>Monotoca rotundifolia</i>	Trailing Monotoca	Endangered	Not listed under the EPBC Act	Data-deficient	
<i>Phebalium ralstonii</i>	Ralston's Phebalium	Vulnerable	Vulnerable	Site-managed	Conservation Advice made 2014
<i>Pomaderris cotoneaster</i>	Cotoneaster Pomaderris	Endangered	Endangered	Site-managed	National recovery plan adopted in 2010 and in force
<i>Pomaderris elachophylla</i>	Lacy Pomaderris	Endangered	Not listed under the EPBC Act	Partnership	
<i>Viola cleistogamoides</i>	Hidden Violet	Endangered	Not listed under the EPBC Act	Partnership	
<i>Westringia davidii</i>	David's Westringia	Vulnerable	Vulnerable	Site-managed	Conservation Advice made 2014
<i>Zieria buxijugum</i>	Box Zieria	Critically endangered	Endangered	Site-managed	National recovery plan adopted in 2004 and in force; Conservation Advice made 2016
<i>Zieria formosa</i>	Shapely Zieria	Critically endangered	Endangered	Site-managed	National recovery plan adopted in 2004 and in force; Conservation Advice made 2016
<i>Zieria parrisiae</i>	Parris' Zieria	Critically endangered	Critically endangered	Site-managed	National recovery plan adopted in 2004 and in force; Conservation Advice made 2018

Table notes:

(1) **Site-managed:** species can be successfully secured in the wild by carrying out targeted management actions at specific sites

Landscape: generally distributed across large areas and subject to threats at landscape scale

Iconic: species which the community places a high value on and has particular expectations for conservation

Data deficient: there is insufficient knowledge available on the ecology, distribution and/or management requirements to enable a site-managed species project

Partnership: has less than 10% of its population/distribution occurring within NSW

Keep Watch: lower priority for investment in management.

ATTACHMENT 3 NOT USED

ATTACHMENT 4 NOT USED

ATTACHMENT 5 NOT USED

RESEARCH PRIORITIES

- 1 The Parties agree to hold annual discussions on research themes, coordination and potential future directions.
- 2 New South Wales will prepare for each five-yearly review, a compendium of New South Wales Forest research that will provide a bibliography of research in progress, as well as published and unpublished works.
- 3 Research priorities for this Agreement will be updated in each five-yearly Progress Report and discussed at annual meetings.
- 4 The Parties agree to include a summary of forest related research in each five-yearly Progress Report and include an update on current research themes.
- 5 Current research themes include:
 - Forest ecology and sustainability, including flora, fauna, soil and water conservation;
 - Forest health and biosecurity;
 - Forest Products innovation and value adding;
 - Forest resource assessment and security;
 - Forest carbon, bioenergy and biofuels;
 - Climate change impacts and adaptive management;
 - Effectiveness of management prescriptions;
 - Socio-economic values of forest based industries;
 - Cultural values and cultural use;
 - Fire ecology;
 - Long-term water quality and quantity impacts associated with Forestry Operations; and
 - Matters of National Environmental Significance.

ATTACHMENT 7
(clauses 46(g) and (h), 95.9, Attachments 1 and 2)

**CONTINUAL IMPROVEMENT OF THE NEW SOUTH WALES FOREST
MANAGEMENT FRAMEWORK**

New South Wales will implement, adapt and improve its Forest Management Framework across forest management agencies and land tenures by:

- 1 NSW National Parks and Wildlife Service maintaining an environmental management system (EMS) or equivalent management system demonstrating ESFM, for lands dedicated under the *National Parks and Wildlife Act 1974* (NSW) consistent with the following broad principles:
 - an appropriate environmental policy should be in place;
 - the environmental aspects arising from the organisation's past, existing or planned activities, products or services should be identified to determine the environmental impacts of significance;
 - relevant legislative and regulatory arrangements should be identified;
 - priorities should be identified and appropriate environmental objectives and targets set;
 - a structure and program(s) to implement the policy and achieve objectives and targets should be established;
 - planning, monitoring, corrective action, auditing and review activities should be facilitated to ensure both that the policy is complied with and that the EMS or equivalent management system remains appropriate;
 - the system should be capable of adapting to changing circumstances.
- 2 Forestry Corporation of NSW maintaining a Forestry Corporation of NSW Hardwood Forest Management System as an EMS and maintaining EMS certification under ISO14001 or a demonstrated equivalent environmental management system.
- 3 Implementing the New South Wales Biodiversity Strategy or any subsequent biodiversity strategy which complements ESFM.
- 4 Implementing a native vegetation regulatory map and regulatory framework under the *Local Land Services Act 2013* (NSW) which together with other management documents allow for specific activities to occur that comply with Regulatory Instruments.
- 5 Improving the coordination and effective use of resources allocated to research for ESFM in New South Wales.

- 6 Providing ongoing formal public participation processes to raise awareness and understanding of ESFM and how it can be achieved in New South Wales forests.
- 7 Implementing information management systems to facilitate the sharing of data for the use by all agencies, including local government, involved in the management of forested land.
- 8 Improving the cooperation and coordination between NSW Government agencies so as to achieve integrated management for conservation, wood production, and other values in Forests on both Public Land and Private Land.
- 8A Developing and implementing a community awareness program to build understanding of ESFM and clearly relate these to management requirements for conservation and to the Regulatory Instruments governing activities in Forests on both Public Land and Private Land.
- 9 Improving administrative arrangements to ensure ESFM on private forests including providing technical advice, extension services and research including assistance in the estimation of Sustainable Yield.
- 10 Maintaining and enhancing competency based training for field staff and staff or contractors undertaking Forestry Operations in flora and fauna identification and management, heritage management, soil and water protection, silvicultural training, inventory and management information systems, and Aboriginal cultural awareness and Aboriginal site identification. .
- 11 Maintaining a Regional ESFM Plan or equivalent instrument which includes the ESFM strategy for the Eden region consistent with any Integrated Forestry Operation Approval applicable to the Eden region, and statutory requirements, and including:
 - Specification and description of the range of values and processes to be managed, including objectives and targets of management;
 - Descriptions of and links to Regulatory Instruments, standard operating procedures and guides or manuals ;
 - Determination of Sustainable Yield ;
 - Ongoing arrangements for monitoring activities specified in the plan and reporting against plan objectives and targets;
 - Process for regular reviews of the plan involving public consultation.
- 12 Integrating bush fire management, including hazard reduction burning activities, across tenure via co-ordinated Bush Fire Management Plans under the *Rural Fires Act 1997* (NSW).
- 13 Integrating pest animal and weed control activities across tenure via Regional Strategic Pest Animal Management Plans and Regional Strategic Weed Management Plans, which have been developed to support regional

implementation of the *Biosecurity Act 2015* (NSW) and NSW Biosecurity Strategy.

14 Maintaining an Integrated Forestry Operations Approval under the *Forestry Act 2012* applicable to the Eden region, noting that the Integrated Forestry Operations Approval will include the following:

- terms under which Forestry Operations may legally occur;
- conservation for environment values to levels of achievement consistent with Attachments 1 and 2;
- measures for biodiversity conservation, soil and water protection and threatened fish protection;
- linkages to prescribed fire management arrangements; and
- measures for the recording and collection of data to inform adaptive management and continual improvement of the Integrated Forestry Operations Approval.

15 The Parties note that procedures for reviewing Integrated Forestry Operations Approvals are set out in the *Forestry Act 2012* (NSW).

16 The Parties note that the terms of an Integrated Forestry Operations Approval will have primacy over other elements of the Forestry Corporation of NSW Hardwood Forest Management System. The Parties recognise that the Forestry Corporation of NSW Hardwood Forest Management System (including the Regional ESFM Plan, the plan of operations, and harvesting plans), will be the mechanism for implementing the terms of the Integrated Forestry Operations Approval on State forest.

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

- Criterion 1: Conservation of biological diversity
- Ecosystem diversity
 - Species diversity
 - Genetic diversity
- Criterion 2: Maintenance of productive capacity of forest ecosystems
- Criterion 3: Maintenance of ecosystem health and vitality
- Criterion 4: Conservation and maintenance of soil and water resources
- 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

A framework for development of these criteria and indicators is described in the document, *Australia's Sustainable Forest Management Framework of Criteria and Indicators 2008-Policy Guidelines* (Commonwealth of Australia, 2008).

MANAGING LANDS OF SIGNIFICANCE TO ABORIGINAL PEOPLE

- 1 New South Wales agrees to continue to manage CAR Reserve System and State forest on Public Land with significance to Aboriginal people according to the following principles:
 - It is appreciated by both Parties that the Aboriginal people of NSW have a spiritual, social, cultural and economic relationship with their traditional lands and waters, sky, ceremonial and viewing corridors and songlines, including natural values such as flora, fauna and landforms.
 - The Parties recognise that the cultural heritage of the Aboriginal peoples of NSW is a living cultural heritage, and intrinsic to their well-being.
 - The Parties recognise that the cultural heritage of the Aboriginal peoples of NSW comprises both intangible elements (such as beliefs, knowledge and practices) and tangible elements (such as objects, landforms, and ancestral remains).
 - The Parties recognise the aspirations Aboriginal people have in regards to ownership of lands and the rights of Aboriginal Land Councils under the *Aboriginal Land Rights Act 1983* (NSW) for certain Crown lands to be returned to Aboriginal peoples .
 - Both Parties appreciate that the *Native Title Act 1993* (Cth) provides opportunities for Aboriginal people to make application to the Federal Court for their native title rights to be determined and to negotiate Indigenous Land Use Agreements with the NSW Government for the management of Public Land in their native title area.
 - The Parties recognise the rights Aboriginal people have in regards to management of traditional lands, and are committed to a working relationship with Aboriginal communities for co-operative design of relevant strategies and policies and co-operative management of Government managed lands as agreed, which may include lands managed by NSW National Parks and Wildlife Service and the Forestry Corporation of NSW.
 - An integral part of this commitment to co-operative management is the transmission of culture to provide opportunity for local Aboriginal people to access training and to gain employment, to ensure that Aboriginal people can effectively participate in the management of their traditional country, where that country includes Forests on Public Land.
 - The New South Wales Government has provided for Aboriginal people to own lands reserved under the *National Parks and Wildlife Act 1974* (NSW) that are of cultural significance to them through the *National Parks and Wildlife Amendment (Aboriginal Ownership) Act 1996* (NSW). Both Parties

acknowledge that there are National Parks and reserves within the Eden region that may meet the terms of the *National Parks and Wildlife Act 1974* (NSW), and actively advocate the assessment of the Eden region for this purpose.

- Both Parties support initiatives between Government agencies (both State and Local) and Aboriginal communities, that will both strategically manage and preserve New South Wales' rich cultural heritage, and ensure that the maintenance and enhancement of the CAR Reserve System considers Aboriginal interests and values.
 - The Parties will, with Aboriginal stakeholders, identify funding opportunities to support Aboriginal participation in Forest Management, in particular any Forest Estate areas identified as of special significance to Aboriginal people in the Eden region, for example Working on Country and Indigenous Protected Area programs.
 - Aboriginal parties will be invited to participate in any new partnership arrangement evolved out of this Agreement for the management of the CAR Reserve System.
 - The management arrangements for access to and use of Ben Boyd National Park and Nadgee Nature Reserve will be resolved by a formal process between the NSW National Parks and Wildlife Service and Aboriginal people.
 - The Parties recognise that common law holders of native title rights and interests, and registered claimants for determinations of native title rights and interests, under the *Native Title Act 1993* (Cth) may have the right to access and use certain Government managed lands for the purposes of cultural practice. This includes access to Forest Products.
 - The NSW Government recognises that opportunities exist for Aboriginal people in the commercial development of areas of economic significance or in the commercial use of Forest Products, and agrees to respond to requests from the Aboriginal community to develop these opportunities, for example through existing training and mentoring programs.
- 2 The Parties agree to use best endeavours to meet and exceed government Aboriginal employment and procurement targets in the Eden RFA region, particularly in relation to public Forests and cultural heritage management.

ATTACHMENT 10 NOT USED

SUSTAINABLE YIELD SYSTEMS AND PROCESSES

- 1 The Parties agree that Sustainable Yield calculations and the method and processes used, are important in realising ESFM on the State forest and Crown-timber land estate.
- 1A The Parties agree that FRAMES provides a sound basis for volume allocations at the strategic level and will be used to estimate Sustainable Yield. Further information on FRAMES and its history and implementation can be found in the document *Forest Resource and Management Evaluation System (FRAMES) – A Report on its Development and Implementation to 30 June 2016* (FCNSW).
- 2 New South Wales will review and update Sustainable Yield calculations from State forest at least once every five-year review period, or more frequently on an as needs basis. Sustainable Yield calculations will be based on modelling with the goal of yielding the maximum non-declining yield of High Quality Logs over a minimum period of 100 years.
- 3 New South Wales will commission an independent audit of Sustainable Yield calculations at least once every five-yearly review period having regard to the elements in item 5.
- 3A New South Wales will make publicly available the independent audit of Sustainable Yield calculations by publication on the website of the relevant department or agency. Sustainable Yield calculations will address relevant Forest Products for the Eden region, which may include High Quality Logs, Low Quality Logs, Pulpwood and Other Wood Products.
- 4 Any changes in volume allocations to the timber and forest-based industries will be based on Sustainable Yield and be consistent with modelling using FRAMES or an equivalent system.
- 5 New South Wales will maintain a continual improvement program for FRAMES including the following elements:
 - Establishing processes for appropriate internal reviews and audits of Sustainable Yield as part of the Forestry Corporation of NSW Hardwood Forest Management System.
 - Document and review systems, processes, models and databases used in the calculation of Sustainable Yield specifically:
 - growth models and growth model inputs;
 - inventory plot currency and measurement;
 - spatial inputs that determine the modelled net harvest area;

- silviculture, product recovery, yield tables and modelling assumptions to ensure that the modelled outputs reflect current practices and actual yields;
- resource risk management aspects and mitigations (e.g. changes to the model due to resource loss through fire, changes to legislation or Regulatory Instruments that alter access to the resource and invalidate current modelling assumptions, or other impacts associated with climate change); and
- monitor and publish a reconciliation of predicted versus actual Forest Products yields in the third and fifth years of every five-year period.

ATTACHMENT 12
(clauses 53A, 55, 64, 64A and Attachment 1)

CONSERVATION MECHANISMS ON PRIVATE LAND

- 1 Both Parties agree that CAR Values on Private Land are complementary to the CAR Reserve System identified on Public Land.
- 2 Both Parties agree that in complementing the CAR Reserve System on Public Land, conservation on Private Land can only be voluntary.
- 2A Both Parties recognise that for Private Land to be included in the CAR Reserve System, the conservation mechanism (as outlined in point 5) applied must be legally binding and in-perpetuity.
- 3 Both Parties agree that the following objectives should apply to the voluntary conservation of CAR Values on Private Land:
 - seek to maximise protection of agreed CAR Values;
 - that the processes are clearly understood by the community;
 - that real partnerships are developed;
 - that the outcomes will provide benefits for all parties; and
 - that actions must be strategic and integrated.
- 4 Both Parties agree that the most important elements in any mechanism designed to achieve conservation management of Forests on Private Land in the Eden region are:
 - effectiveness of the outcomes;
 - ownership of the process;
 - simplicity of the process;
 - clarity of roles of the participants;
 - certainty of the outcomes;
 - flexibility in the approaches adopted; and
 - equity between participants.
- 5 Both Parties agree that a range of conservation mechanisms are applicable to Private Land. These may include mechanisms which are legally binding and in-perpetuity, or non-legally binding and/or fixed term, such as:
 - voluntary options under the Conservation Partners Program;

- landholder initiated agreements;
 - noncontractual voluntary agreements;
 - fee for service;
 - voluntary acquisition;
 - fixed term common law contract;
 - in perpetuity common law contract;
 - community grants;
 - property management plans;
 - voluntary land and water management plans; and
 - other mechanisms that may be developed to suit individual landholders or situations.
- 6 Both Parties agree that capacity building within the private landholder estate to support individual and community decision making are prerequisites to the voluntary processes outlined above.
- 7 Forest Ecosystems that require conservation on Private Land have been listed and prioritised in Table 1.
- 8 The areas of priority Forest Ecosystems and Non-Forest Ecosystems in the CAR Reserve System on Private Land as at June 2016 are provided in Table 1A.

Table 1 Priorities for the CAR Reserve System on Private Land

Priority for voluntary protection of Forest Ecosystems on Private Land		
High Priority	Moderate Priority	Low Priority
<i>Forests</i>		
20 Bega Dry Grass Forest	1 Dry Rainforest	73 Monaro Dry Grass Forest
21 Candelo Dry Grass Forest	71 Monaro Basalt Grass Woodland	
40 Riverine Forest	36 Dune Dry Shrub Forest	
<i>Non-Forests</i>		
23 Monaro Grassland	39 Northern Riparian Scrub	
60 Floodplain Wetlands		

Table 1A Area of priority Forest Ecosystems and Non-Forest Ecosystems in the Eden RFA region CAR Reserve System on Private Land as at June 2016

Forest Ecosystem	Total Ecosystem Area (hectares)	Area in CAR Reserve System on Private Land (hectares)	Proportion in CAR Reserve System on Private Land as at 30 June 2016 (%)
20 Bega Dry Grass Forest	3,808	63	1.7
21 Candelo Dry Grass Forest	1,463	5	0.3
40 Riverine Forest	65	0	0
1 Dry Rainforest	42	0	0
71 Monaro Basalt Grass Woodland	3,387	2	0.1
36 Dune Dry Shrub Forest	603	10	1.7
73 Monaro Dry Grass Forest	3,615	0	0
Non-Forest Ecosystem			
73 Monaro Grassland	331	0	0
60 Floodplain Wetlands	516	0	0
39 Northern Riparian Scrub	485	2	0.4

It should be noted that these are priorities only for protection by voluntary conservation mechanisms.

Rainforest Protection

- 9 Rainforest is protected from Forestry Operations in accordance with the Private Native Forestry Code of Practice.

Old Growth forest

- 10 Old Growth forest is protected from Forestry Operations in accordance with the Private Native Forestry Code of Practice.

Additional Protection for Forest Ecosystems

- 11 Under the Private Native Forestry Code of Practice, Forestry Operations in and adjacent to specified landscape features must comply with requirements to protect these features. This includes requirements to protect endangered ecological communities, endangered populations, vulnerable ecological communities, wetlands, heathland, rocky outcrops and steep slopes.
- 12 The Private Native Forestry Code of Practice contains standards for the protection of threatened ecological communities and threatened species.

Protections on Private Land subject to Plantation authorisation

- 13 For Plantations on Private Land, the Plantations and Reafforestation (Code) Regulation 2001 (NSW), contains standards for the protection of soil and water, biodiversity, and places, objects or items of heritage significance.

ATTACHMENT 13 NOT USED

**PRINCIPLES OF ECOLOGICALLY SUSTAINABLE FOREST
MANAGEMENT (ESFM)**

Principle 1: Maintain or increase the full suite of forest values for present and future generations across the NSW native forest estate

- The principle of intergenerational equity (that in meeting the needs of the present generation, the ability of the future generations to meet their own needs is not compromised) is embodied in this principle.
- Ensure that ESFM at the regional and smaller scales is implemented by ecologically appropriate planning and operational practices, and that ESFM targets are set and indicators of performance are monitored.
- Ensure the long-term maintenance of the full range of values of the NSW existing forest estate. The intention is to maintain or increase not only the full range of values, but also the magnitude or level at which those values are maintained or increased.
- Encourage the increased production of plantation-grown timber and the social and economic benefits flowing from this increased production to supplement the wood supply from native forests.

Aims for values include

A Biodiversity

- Biological diversity of forests at the ecosystem, species and genetic levels where biological diversity includes natural patterns of ecosystems, species and gene pools in time and space.
- Address the requirements of vulnerable species.
- Assist with the recovery of threatened species, and maintain the full range of ecological communities at viable levels.
- Protect landscape values through the careful planning of operations and the reservation of appropriate patches and corridors of vegetation.

B The productive capacity and sustainability of forest ecosystems

- Maintain ecological processes within forests (such as the formation of soil, energy flows and the carbon, nutrient and water cycles, fauna and flora communities and their interactions).
- Maintain or increase the ability of forest ecosystems to produce biomass whether utilised by society or as part of nutrient and energy cycles.

- Ensure the rate of removal of any forest products is consistent with ecologically sustainable levels.
- Ensure the deleterious effects of activities/disturbances which threaten forests, forest health or forest values are minimised.

C Forest ecosystem health and vitality

- Reduce or avoid threats to forest ecosystems from introduced diseases, exotic plants and animals, unnatural regimes of fire or flooding, wind shear, land clearing and urbanisation.
- Promote good environmental practice in relation to pest management.
- Ensure the deleterious effects of activities/disturbances within forests, their scale and intensity, including their cumulative effects are minimised.
- Restore and maintain the suite of attributes (ecological condition, species composition and structure of native forests) where forest health and vitality have been degraded.

D Soil and water

- Maintain the chemical and biological functions of soils by protecting soils from unnatural nutrient losses, exposure, degradation and loss.
- Maintain the physical integrity of soils by protecting soils from erosion, mass movement, instability, compaction, pulverisation and loss.
- Protect water quality (physical, chemical, biological) by measures controlling disturbance resulting from forest activities.
- Identify and maintain at appropriate levels, water yield and flow duration in catchments.

E Positive contribution of forests to global geochemical cycles

- Maintain the positive contribution of forests to the global geochemical cycle (includes climate, air and water quality and deposition).

F Long-term social and economic benefits

- Maintain and enhance, on an ecologically sustainable basis, production of wood and wood products, including value adding, investment and resource security.
- Provided it is ecologically sustainable, set, maintain or enhance the level of use of non-wood products and uses, including bee-keeping, grazing, mining, recreation and tourism, reliable water supply.

- Maintain and enhance, on an ecologically sustainable basis, the provision of employment and community needs such as economic diversification, investment skills, education, jobs stability, training and Indigenous needs.
- Encourage the establishment and use of plantation forests on existing cleared land to expand social and economic values.
- Maintain and enhance the intangible social welfare benefits which forests provide.

G Natural and cultural heritage values

- Protect social, natural and cultural heritage values and sites, including aesthetic, landscape, historic, cultural, educational, scenic, spiritual and scientific values, including Indigenous values and sites.

Principle 2 Ensure public participation, access to information, accountability and transparency in the delivery of ESFM.

- Ensure public participation in decision-making processes at local, regional and State and Federal levels.
- Ensure comprehensive, timely and reasonable public access to information.
- Ensure transparency, openness and accountability in decision making processes and performance.

Principle 3 Ensure legislation, policies, institutional framework, codes, standards and practices related to forest management require and provide incentives for ecologically sustainable management of the native forest estate.

Establish a process for shared management and administration, recognising the customary and traditional rights of Indigenous people, and the interests of private land-holders and other stakeholders in an area's management.

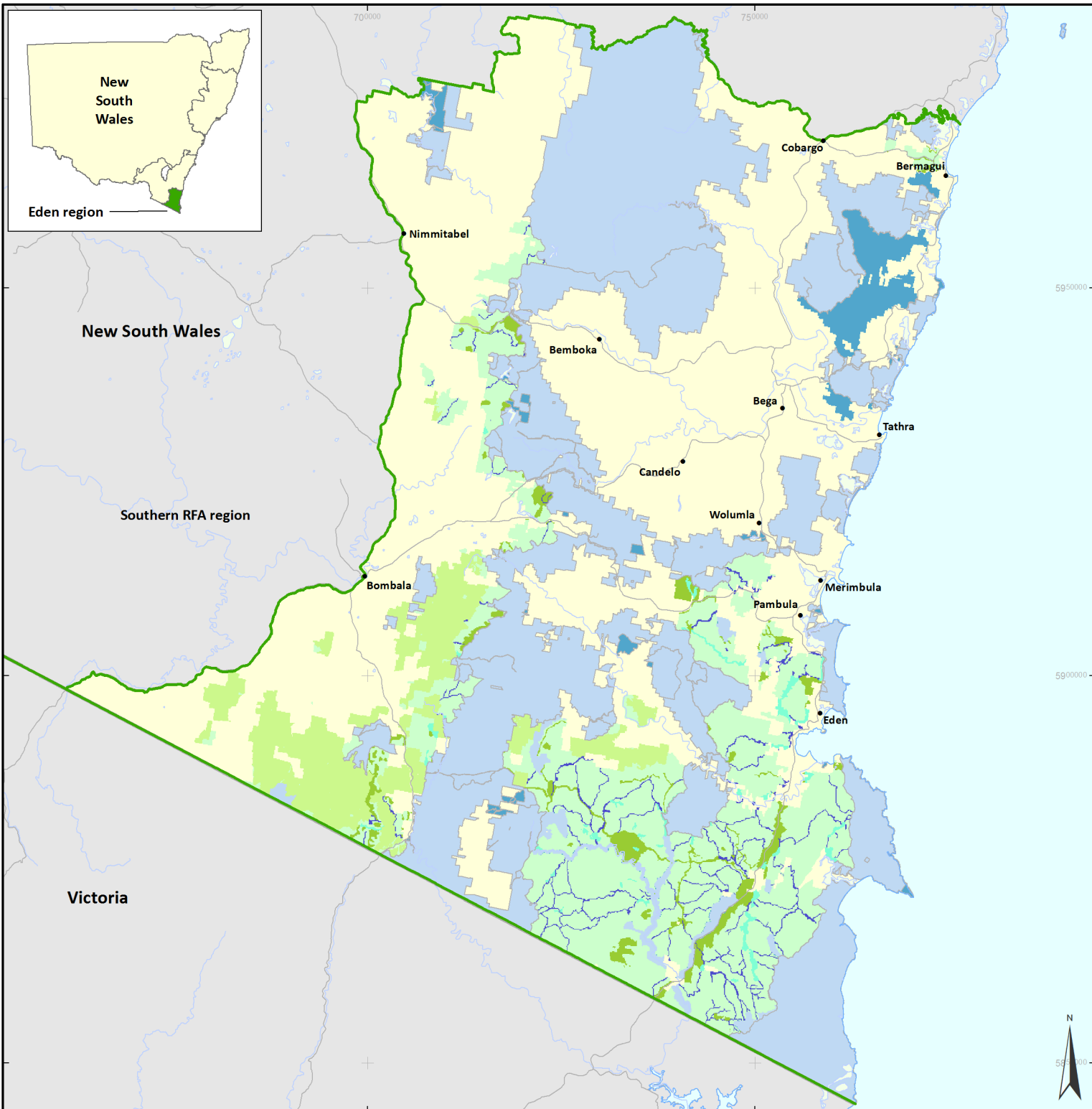
Principle 4 Apply precautionary principles for prevention of environmental degradation

The incorporation of the precautionary principle into decision making has been endorsed by State and Commonwealth Governments (Commonwealth of Australia 1992 p. 49, IGAE 1992) and is defined as *'where there are threats of serious or irreversible environmental damage, lack of full scientific certainty should not be used as a reason for postponing measures to prevent environmental degradation. In the application of the precautionary principle, public and private decisions should be guided by:*

- *careful evaluation to avoid, wherever practicable, serious or irreversible damage to the environment; and*
- *an assessment of the risk-weighted consequences of various options.'*

Principle 5 Apply best available knowledge and adaptive management processes

ESFM would utilise the concept of adaptive management and continual improvement based on best science and expert advice and targeted research on critical gaps in knowledge, monitoring or evaluation.



Australian Government
Department of Agriculture
and Water Resources
ABARES

Map 1: Eden Regional Forest Agreement

Land tenure and forest management zoning including the Comprehensive, Adequate and Representative (CAR) Reserve System on public land at RFA signing and additions to December 2017

Dedicated reserve (NPWS estate and State Forest Formal reserve)

- At RFA signing (August 1999)
- Additions 1999 to 2017

State Forest Informal reserve

- Informal reserve as at 2017

State Forest Reserved by prescriptions

- Reserved by prescriptions as at 2017

State Forest Special prescription zones

- Special prescription zones as at 2017

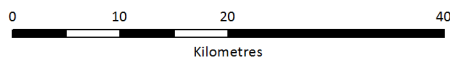
State Forest not in Formal reserve, Informal reserve or Reserved by prescriptions

- Native forest and Hardwood plantation
- Softwood plantation

Other tenure

- Freehold, other Crown land and other tenure

— RFA region boundary



Scale at A4: 1:700,000

Projection: UTM AMG Zone 55

Data sources

RFA boundaries ABARES, from original BRS spatial coverages 1999
NSW NPWS estate NSW Office of Environment and Heritage 2017
State Forest Forestry Corporation of New South Wales 2016

Map compiled by ABARES 2018

Some Dedicated reserve additions were previously Informal reserves, Reserved by prescriptions or Special prescription zones. Additions to Informal reserve, Reserved by prescriptions and Special prescription zones between 1999 and 2017 are not clearly visible at this scale and are not differentiated.