

REGIONAL FOREST AGREEMENT

for

SOUTHERN

NEW SOUTH WALES

between

THE COMMONWEALTH OF AUSTRALIA

&

THE STATE OF NEW SOUTH WALES

April 2001

Southern Regional Forest Agreement

THIS AGREEMENT is made on the _____ day of _____ 2001

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 Southern 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, forest management and forest industry outcomes.
- B. This Agreement is a Regional Forest Agreement, for the purposes of the *Export Control Act 1982* (Cwlth), *Export Control (Hardwood Wood Chips) (1996) Regulations* (Cwlth), and the *Export Control (Regional Forest Agreements) Regulations* (Cwlth). 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 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 regions; 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 regions:
 - (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:

“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* (Cwlth);

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

“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 (eg under Integrated Forestry Operation Approvals), 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;

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

“Codes of Practice” or **“Codes”** means the State’s suite of codes identified in this Agreement or described in the *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)) and the equivalent Code (when it commences) under the *Plantations and Reafforestation Act (1999)*;
- 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 31 December 2001);
- Integrated Forestry Operations Approvals applying to the Southern region; and
- Additional or new Codes identified in the Forest Agreement covering the Southern region;

“Competition Principles Agreement” means the agreement of the same name described in the Compendium of National Competition Policy Agreements, January 1997, National Competition Council;

“Comprehensive Regional Assessment” or **“CRA”** means the assessment process carried out pursuant to Attachment 1 of the 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;

“Data” means all Source Data, Derived Data, Assessment Data, and models listed in the Schedules as defined in Attachment 12 to this Agreement;

“Dedicated Reserve” means a 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* (NSW) (Special Protection Zones under the Forest Management Zoning system);

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

“Eco-Field Guide” means *An Overview of Forest Management in South Coast New South Wales, SFNSW*, (in prep), and *A Field Guide to Forest Management in South Coast New South Wales, SFNSW*, (in prep), and/ or *An Overview of Forest Management in Southern Highlands (Tumut) New South Wales, SFNSW*, (in prep) and *A Field Guide to Forest Management in Southern Highlands (Tumut) New South Wales, SFNSW*, (in prep) and *The Native Forest Silviculture Manual, SFNSW*, (in prep);

“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*;

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

“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;

“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; and, a plantation of trees. The carrying out of a forestry operation on an area does not prevent it from remaining as a Forest.

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

“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 are described in Attachment 1 of this Agreement;

“Forest Management System” means the New South Wales Forest Management System 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). Major elements of the system include Forest 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 identifies management intent across State forest. The system is described in the document *Forest Management Zoning in State Forests*, SFNSW 1999;

“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 products as defined in the *Forestry Act 1916* (NSW);

“Forest Resource and Management Evaluation System” or “FRAMES” means State Forests of New South Wales’ statewide forest resource inventory, growth modelling, simulation and harvest scheduling system for New South Wales’ public native forest resource. This system is documented in the project reports Strategic Inventory, Biometric Models, Yield Simulator, Strategic Yield Scheduler and Application of Protective Measures and Forest Practices into a Quantitative Database for the Southern region;

“Harvesting Exclusions Zone” (Zone 3A) means the zone of the same name in the document *Forest Management Zoning in State Forests*, SFNSW 1999;

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.

"High Quality Large Logs" means High Quality Logs having a centre diameter under bark of at least 40cm;

"High Quality Logs" means logs of 2.4 metres or more in length, which meet the SFNSW specifications for high quality;

"High Quality Small Logs" means High Quality Logs having a centre diameter under bark of less than 40cm;

"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 under the NSW Forest Management Zoning system;

"Integrated Forestry Operations Approval" or "IFOA" means an *Integrated Forestry Operations Approval* or *Integrated Forestry Operations Approvals* as defined in the *Forestry and National Park Estate Act 1998* (NSW);

"ISO 14000 Series" means AS/NZS ISO 14000 series, Environmental Management Systems, Standards Australia, 1996;

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

"JANIS Reserve Criteria" 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;

"Low Quality Logs" means logs that do not meet specifications for High Quality Large Sawlogs or High Quality Small Sawlogs.

"Mineral" means any substance prescribed by the regulations of the *Mining Act 1992* (NSW) as a mineral, and petroleum as prescribed under the *Petroleum (Onshore) Act 1991* (NSW), and includes coal, oil shale and petroleum but does not include uranium;

"Mining" means any operation or work carried out to obtain Minerals;

"Mining Operations" means operations carried out in the course of Mining, or operations authorised by an exploration licence or an assessment lease under the *Mining Act 1992* (NSW) or the *Petroleum (Onshore) Act 1991* (NSW);

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

“Montreal Process Implementation Group” 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 *Australian Heritage Commission Act 1975* (Cwlth);

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

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

“NPWS Environmental Management System” means the system of the same name described in all existing *Forest Agreements*;

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

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

“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;

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

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

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

“Recovery Plan” includes a recovery plan made under the *Environment Protection and Biodiversity Conservation Act 1999* (Cwlth) 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 1999 (NSW) under the *Forestry Act 1916* (NSW);

“Regional Forest Agreement” or **“RFA”** means a Regional Forest Agreement within the meaning of the Export Control (Hardwood Wood Chips) (1996) Regulations (Cwlth);

“Regional Prescriptions” include silvicultural prescriptions and systems, and protection measures covered by the Codes of Practice, Eco-Field Guides and Integrated Forestry Operations Approvals applying to the Southern region;

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

“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;

“SFNSW Native Forest Management System” means the system of the same name described in all existing *Forest Agreements*;

“Special Management Zone” (Zone 2), means the zone of the same name as described in S21A of the *Forestry Act 1916* (NSW) and described in the document *Forest Management Zoning in State Forests*, SFNSW 1999;

“Special Prescription Zone” (Zone 3B) means the zone of the same name in the document *Forest Management Zoning in State Forests*, SFNSW 1999;

“Special Protection Zone” (Zone 1), means the zone of the same name 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* (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;

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

“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;

“Threat Abatement Plan” means a threat abatement plan made under the *Environment Protection and Biodiversity Conservation Act 1999* (Cwlth) or a

threat abatement plan under Part 5 of the *Threatened Species Conservation Act 1995* (NSW);

“**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 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 within the meaning of the Export Control (Hardwood Wood Chips) (1996) Regulations (Cwlth); the Export Control (Regional Forest Agreements) Regulations (Cwlth); and the Export Control (Unprocessed Wood) Regulations (Cwlth);

“**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. It includes agreements commonly referred to as term agreements and wood supply agreements, of more than twelve months duration;

“**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;

“**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.

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 Southern RFA region as shown on Map 1 of this Agreement.

Duration of Agreement

- 5 This Agreement takes effect upon signing by both Parties and, unless earlier terminated in accordance with clauses 110, 111, 112 or 113, will remain in force for 20 years.
- 6 The process for extending the Agreement for a further period will be determined jointly by the Parties as part of the third five-yearly review.

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 Ecologically Sustainable Forest Management (ESFM);
 - (b) Establishing a Comprehensive, Adequate and Representative (CAR) Reserve System;
 - (c) Facilitating the development of an internationally competitive wood production and wood products industry; 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.

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.

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

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

THE COMMONWEALTH

The Secretary
Department of Agriculture,
Fisheries & Forestry - Australia
Edmund Barton Building
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 Inter-Government Forest Agreements

- 17 (a) In relation to the Southern region, this Agreement replaces the *Deferred Forest Agreement*, signed by the Commonwealth and New South Wales Governments on 25 January 1996, and as subsequently amended.
- (b) 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 Southern 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* (Cwlth) have been met.
- 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 4.
- 22 Parties acknowledge that the National Heritage Places Strategy may have implications for the cooperative management of the National Estate and agree to consult on those matters that may impact on the functioning of this Agreement in the development of the Strategy. The Parties note that when implemented, the Strategy may result in either Party seeking to amend those clauses of this Agreement relating to the Register of the National Estate. Any such amendment will be consistent with clauses 18 and 19 of this Agreement.
- 23 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 4 as being agreements and confirmations on the part of the Commission.

- 24 The Commonwealth, in signing the Agreement, confirms that its obligations under the *Environment Protection (Impact of Proposals) Act 1974* (Cwlth) 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.
- 25 The Commonwealth confirms that it has met its obligations in relation to this Agreement under the *Endangered Species Protection Act 1992* (Cwlth) up till 1 July 2000 and since then the *Environment Protection and Biodiversity Conservation Act 1999* (Cwlth), in so far as they were to be performed prior to the date of the commencement of this Agreement.
- 26 The Commonwealth notes that its obligations to promote endangered species protection will involve ongoing cooperative work with New South Wales agencies concerning the Southern region.
- 27 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 Southern region.
- 28 Parties recognise that any areas nominated for World Heritage listing subject to clause 31 will be subject to the provisions of the *Environment Protection and Biodiversity Conservation Act 1999*.
- 29 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 Southern region and that any such nomination will only occur after the fullest consultation and with the agreement of the State.
- 30 The Parties agree that any World Heritage Nomination involving any part of the forest estate in the Southern region will be from within the CAR Reserve System.
- 31 The Parties agree that before any World Heritage Nomination is made:
 - (a) all necessary management arrangements, including joint policy coordination arrangements will be agreed;
 - (b) all related funding issues will be resolved to the satisfaction of both Parties; and
 - (c) the Parties will develop an agreed management plan that is suitable for consideration for bilateral accreditation under section 46 of the *Environment Protection and Biodiversity Conservation Act 1999*.

- 32 The Commonwealth undertakes to use its best endeavours to secure the enactment of legislation which amends the *Environment Protection and Biodiversity Conservation Act 1999* (Cwlth) by inserting definitions of “forestry operations”, “RFA forestry operations” and “RFA or Regional Forest Agreement” identical to those contained in the Regional Forest Agreements Bill (Cwlth) and introduced such legislation into the Parliament of the Commonwealth on 14 August 2000.
- 33 Parties note that no controls under the *Export Control Act 1982* (Cwlth) will apply to hardwood Woodchips or Unprocessed Wood sourced from the Southern region while this Agreement is in place.
- 34 New South Wales confirms that its Forest Agreement covering the Southern region and any Integrated Forestry Operations Approvals applying to all or part of the Southern region will be integral parts of the New South Wales Forest Management System and will be means by which New South Wales will implement obligations and undertakings arising from this Agreement. Consistent with clause 47, NSW agrees to have in place a Forest Agreement covering the Southern region and have granted an Integrated Forestry Operations Approval applying to the Southern region by 30 June 2001.
- 35 The Parties note that until a Forest Agreement exists and an Integrated Forestry Operations Approval is granted covering the Southern region, forest management will be regulated through the *Threatened Species Licences* and *Pollution Control Licences* issued to SFNSW and applying in the region at the time of signing this Agreement.
- 36 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 Southern region. Copies of any Forest Agreements or Integrated Forestry Operations Approvals will be provided to the Commonwealth within fourteen days.

Milestones

- 37 This Agreement establishes milestones as given in Attachment 5 and Parties will report annually on their achievement during the first five years, using an appropriate public reporting mechanism.

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:
- (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.
- 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.
- 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.

ECOLOGICALLY SUSTAINABLE FOREST MANAGEMENT (ESFM)

- 42 The Parties agree that ESFM is an objective which requires a long term commitment to continuous improvement and that the key elements for achieving it are:
 - (a) the establishment of a CAR Reserve System (Attachment 1);
 - (b) the development of internationally competitive forest products industries; and
 - (c) integrated, complementary and strategic forest management systems capable of responding to new information.
- 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.
- 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 13, 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.
- 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 6 and 8.
- 46 Following processes outlined in the *Forestry and National Park Estate Act 1998*, NSW will establish by 30 June 2001 a Forest Agreement covering the Southern region and an associated Integrated Forestry Operations Approval applying to the Southern region which are consistent with this Agreement, the Integrated Forestry Operations Approvals and Forest Agreements presently in place in NSW.

47 New South Wales undertakes to:

- (a) make by 30 June 2001 and maintain for the duration of this Agreement a Forest Agreement covering the Southern region;
- (b) grant by 30 June 2001 and maintain for the duration of this Agreement an Integrated Forestry Operations Approval covering the Southern region, consistent with Attachments 1, 3, 4 and 8;
- (c) complete and publish plans of management for areas dedicated under the *National Parks and Wildlife Act 1974* (NSW) by 31 January 2006;
- (d) complete and publish Regional ESFM Plans for State forests under the Forestry Regulation 1999 (NSW) under the *Forestry Act 1916* (NSW) by 31 December 2001;
- (e) implement the Forest Management Zoning system for the Southern region by 31 December 2001;
- (f) manage cultural values, both Aboriginal and non-Aboriginal, in the Southern region, consistent with the guidelines in the *Protective Mechanisms for Cultural Heritage – Southern Region* as outlined in clause 90, Attachment 4 and the principles in Attachment 10. The Commonwealth acknowledges that the Cultural Heritage Guidelines attached to the *Integrated Forestry Operations Approval* for the Upper North East Region that will be attached to the *Integrated Forestry Operations Approval* applying to the Southern region are consistent with the above documents.
- (g) implement the review and monitoring processes and develop the strategic and operational requirements of Sustainable Yield systems and processes using enhanced Forest Resource and Management Evaluation System (FRAMES) as described in Attachment 8 to enable the review of Sustainable Yield by 1 December 2006;
- (h) develop and implement environmental management systems in accordance with the principles outlined in Attachment 8 by 30 April 2004.

Monitoring, Reporting and Consultative Mechanisms

- 48 New South Wales will report on the results of monitoring of the Sustainability Indicators, which are described in the report '*Criteria, Indicators, Targets and Monitoring Processes of Ecologically Sustainable Forest Management for the Southern Region*'. 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) developed by the MIG.
- 49 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 6.

- 50 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 Southern region and the New South Wales *Southern Region Forest Agreement*. New South Wales will also furnish a copy of the reports to the Commonwealth within fourteen days of their tabling.

Accreditation

- 51 The Commonwealth accredits as providing for continuing improvement in ESFM New South Wales' Forest Management System (including its legislation, policies, Codes for the Southern region, plans and management practices applying to both Public and Private land), as agreed to be amended in this Agreement, particularly those undertakings in clauses 43, 47(a), (b), (d), (e), (g), (h) and 56. The System includes:

- a New South Wales *Forest Agreement* under the *Forestry and National Park Estate Act 1998* (NSW) covering the Southern region;
- integrated Forestry Operations Approvals for the Southern region;
- regional ESFM Plans for the Southern region;
- New South Wales processes for forecasting Sustainable Yield from the Southern region
- codes of Practice and Eco-Field Guide for Public Lands;
- codes of Practice for Private Lands;
- the *Native Vegetation Conservation Act 1997* (NSW);
- the SFNSW Native Forest Management System; and
- the NPWS Environmental Management System.

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:

- (a) the Sustainability Indicators referred to in clause 48 are consistent with the Montreal Process Criteria in Attachment 9, 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 48 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 48 will be under the headings of the Montreal Process Criteria as in Attachment 9; 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. The Parties note that New South Wales has provisions under the *Native Vegetation Conservation Act 1997* (NSW) for native vegetation retention controls to regulate the clearance of native forest on Private Land.
- 54 The Parties agree to encourage private forest owners to ensure that their management operations are 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 2. Parties agree the values listed at Attachment 2 can be managed consistently with the JANIS Reserve Criteria through a range of mechanisms, with the consent of the land owner, as specified in Attachment 2. Priorities for protection of Forest Ecosystems are given in Tables 1 and 2 of Attachment 2. 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.
- 57 Parties recognise that a Code of Practice for Plantations on Private Land under the *Plantations and Reafforestation Act 1999* is to be completed by 30 June 2001.
- 58 New South Wales confirms that the CAR Reserve System has been established through this Agreement, including Attachment 2, and that conservation levels achieved in that reserve system 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.

Threatened Flora and Fauna

- 59 The Parties agree that the CAR Reserve System, actions under the New South Wales Biodiversity Strategy, *Threatened Species Conservation Act 1995* (NSW) and the *Environment Protection and Biodiversity Conservation Act 1999* (Cwlth), *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.

- 60 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 *Environment Protection and Biodiversity Conservation Act 1999* (Cwlth), 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 *Environment Protection and Biodiversity Conservation Act 1999* (Cwlth), the Commonwealth will consider adopting them.
- 61 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.
- 62 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 the *Environment Protection and Biodiversity Conservation Act 1999* (Cwlth).
- 63 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 3.

THE CAR RESERVE SYSTEM

- 64 Parties agree that the primary function of the CAR Reserve System is to ensure the conservation and protection of Environment and Heritage Values.
- 65 Parties agree that the CAR Reserve System as identified on Map 1 and presented in Attachment 1 and Attachment 2, satisfies the JANIS Reserve Criteria. Each element of the CAR Reserve System, with the exception of Commonwealth owned or leased land, will be administered in accordance with New South Wales legislation.
- 66 New South Wales agrees to implement, manage and conserve the Southern region CAR Reserve System described in Attachment 1 and identified on Map 1 with the exception of Commonwealth owned or leased land.
- 67 The Commonwealth agrees to manage and conserve those parts of the CAR Reserve system on Commonwealth owned or leased lands consistent with the conditions outlined in Attachment 1.

- 68 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 that such enhancements to the CAR Reserve System will not impede the management of State forest lands or the meeting of the wood supply commitments in this Agreement (clauses 76, 77, 79, 80, 81).
- 69 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.
- 70 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.
- 71 Parties agree that best endeavours will be used to maintain the levels of protection of 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.

INDUSTRY AND REGIONAL DEVELOPMENT

- 72 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.
- 73 Parties agree that any changes to the total area of State forest or areas excluded from harvesting or Regional Prescriptions applied to State forest will not lead to a net deterioration in the capacity to supply wood from the Southern region, in terms of the volumes as specified in this Agreement and in terms of species and quality.
- 74 (a) The Parties acknowledge that the forest-based industries in the Southern 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 Southern 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;
 - (c) There will be significant economic opportunities in other forest-based industries, such as:
 - (i) tourism and recreation; and
 - (ii) mineral exploration and Mining.
- 75 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 Unprocessed Wood products sourced from the Southern region in accordance with this Agreement.
- 76 NSW agrees to supply a minimum of 48,500 m³ per annum of High Quality Large Logs from the South Coast Sub Region and a minimum of 48,000 m³ per annum of high quality large logs from the Tumut Sub Region for 20 years from 1 January 2001.
- 77 The timber volumes in clause 76 will be allocated under twenty year Wood Supply Agreements. These agreements will take effect from 1 January 2001 for the South Coast Sub Region and as early as possible, but no later than 1 January 2002, for the Tumut Sub Region.
- 78 The Wood Supply Agreements in clause 77 will incorporate requirements for improved efficiency and increased processing to increase the value of products produced by the holders of the agreements from the timber supplied under the agreements (commonly referred to as “value-adding” requirements).
- 79 The volumes described in clause 76 from the Tumut Sub Region will be comprised of 18,500m³ of Ash and 29,500m³ of mixed hardwood logs. It is noted that an additional 1,000m³ per annum of Quota Sawlogs (a sawlog having dimensions and quality that are equal to or greater than those specified in the Wood Supply Agreements between SFNSW and sawlog-using customers) will be supplied from Ingebirah State Forest in the Tumut Sub Region to the Eden RFA Region over the period of this Agreement. This 1,000m³ per annum for the Eden RFA Region is additional to the Tumut Sub Region High Quality Large Log volume of 48,000m³.
- 80 The Parties note that for the South Coast Sub Region, arrangements for pulp grade timber/pulpwood include an amount of 97,000 tonnes per annum, being a

quantity which reflects the maximum supply levels contracted at the date of this Agreement.

- 81 High Quality Small Logs will be supplied at a minimum of approximately 4,850 m³ per annum for the South Coast Sub Region and at levels greater than 1999 contracted volumes for the Tumut Sub Region, being 3,085 m³ per annum (1,500 m³ per annum hardwood and 1,585 m³ per annum Ash).
- 82 Supply arrangements for other Forest Products (including poles, piles, girders, veneer logs, High Quality Small Logs, Low Quality Logs and pulp logs) from forest operations will be in accordance with current and future market demands.
- 83 The Forest Products referred to in clauses 80, 81 and 82 will be supplied as a result of the management and harvesting of forests (including thinning operations) to meet the volumes specified in clause 76.
- 84 Wherever possible NSW will enhance silvicultural programs and reforestation works to improve the productive capacity of State forests. Such programs and works will be conducted in accordance with other clauses contained in this Agreement.
- 85 The Parties agree that the timber volume to be supplied from the South Coast Sub Region and the Tumut Sub Region as provided in clause 76, is to be on a non-declining even-flow Sustainable Yield basis for the period modelled by FRAMES (being 180 years).
- 86 To achieve the non-declining even-flow Sustainable Yield for South Coast Sub Region agreed in clause 85:
 - NSW will carry out silviculture (such as thinning), purchase land for timber production and plantation establishment, may purchase timber rights, and, enter into joint ventures for plantations, and carry out other appropriate measures.
 - NSW will expend up to \$5 million on these measures (Attachment 11). In addition, \$1.5 million will be expended on silvicultural thinning to increase timber yields in the relevant period on other areas of State forests.
 - The Parties agree to jointly contribute a further \$2.5m (drawn in equal shares from Commonwealth and NSW contributions) from the Forest Industry Structural Adjustment Package (FISAP) for a project of regional significance to carry out silvicultural thinning and plantation establishment (but not land purchase) on those other areas of State forests.
- 87 Both Parties are committed to the development and implementation of hardwood timber industry development initiatives through the Forest Industries Structural Adjustment Program.
- 88 Both Parties agree that this Agreement will promote the following objectives:

- maximising opportunities for employment in the timber and forest industry as a result of the implementation of the CAR Reserve System; and
- development of an environmental management system, and MIG criteria and indicator monitoring program to a standard which would allow certification of the system under the ISO14000 series.

89 Additional initiatives to promote industry and regional development across the Southern region are outlined in Attachment 11.

ABORIGINAL HERITAGE

90 New South Wales agrees to develop guidelines and a package of 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 in the management of the Southern region. The principles to be applied in the Southern region are those in the *Protective Mechanisms for Cultural Heritage – Southern Region* in addition to the principles at Attachment 4 and Attachment 10.

91 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* (Cwlth).

PLANTATIONS

92 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 (Cwlth).

OTHER FOREST USES

93 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.

94 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.

95 The Parties agree that Mining Operations are permitted within parts of the CAR Reserve System, which are State forest or Crown Reserves in Attachment 1. In Informal Reserves, or in those parts of the CAR Reserve System described as “Values Protected by Prescription” in Attachment 1, NSW agrees that CAR values, as identified in Attachments 1, that are compatible with those Mining

Operations will be maintained while, CAR values, as identified in Attachments 1, not compatible with those Mining Operations will, where practicable, be provided for elsewhere.

- 96 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 *Environment Planning and Assessment Act 1979* (NSW). Mining Operations will be subject to the *Mining Act 1992* (NSW), and the *Petroleum (Onshore) Act 1991* (NSW). 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 *Environment Planning and Assessment Act 1979* (NSW) and the *Mining Act 1992* (NSW)) and it will aim to achieve world's best practice.

COMPETITION PRINCIPLES

- 97 Parties recognise that under the Competition Principles Agreement, Governments aim to achieve more transparency and greater efficiency in Government owned business enterprises. The Commonwealth agrees that the day to day pricing and allocation arrangements for wood 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*. 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.

RESEARCH

- 98 The results of the Comprehensive Regional Assessments of the forest values of the Southern 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 by 30 September 2001. Parties have outlined themes for further research in Attachment 7.
- 99 In developing priorities, the Research Liaison Committee will take account of priorities arising out of the Comprehensive Regional Assessment process for the Southern region, particularly those outlined in the documents titled *Criteria, indicators, targets and monitoring processes of ecologically sustainable forest management for the Southern region* and *Knowledge and Information Gaps for the Upper North East, Lower North East and Southern CRA/RFA Regions*.
- 100 New South Wales will prepare by the first 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.

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

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

DATA

103 Parties agree to lodge archival copies of Data by 30 June 2001.

104 Parties agree to manage and provide access to Data, including models used to develop this Agreement, in accordance with the Data Agreement at Attachment 13 of the Regional Forest Agreement for North East New South Wales (copy provided at Attachment 12 of this Agreement).

PART 3

Nature of Obligations under this Part

105 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

106 New South Wales will:

106.1 In accordance with clause 97, under the Competition Principles Agreement review legislation and policies relevant to the allocation and pricing of hardwood logs from State forest;

106.2 In accordance with clause 50, and as required by the *Forestry and National Parks Estate Act 1998* (NSW) report annually to Parliament on compliance with any Integrated Forestry Operations Approval for the Southern region and the New South Wales *Southern Region Forest Agreement*;

106.3 In accordance with clauses 36 and 50 furnish to the Commonwealth within 14 days:

- (a) a copy of annual reports of compliance with the Forest Agreement covering the Southern region and Integrated Forestry Operations Approval applying to the Southern region, required by section 21 of the *Forestry and National Parks Estate Act 1998* (NSW);
- (b) a copy of any Forest Agreement and Integrated Forestry Operations Approvals for the Southern region, and any amendments to those documents; and
- (c) notification of termination, suspension or revocation of any Forest Agreement or Integrated Forestry Operations Approval;

106.4 In accordance with clauses 46 and 47(a) establish and maintain a Forest Agreement covering the Southern region for the duration of this Agreement;

106.5 In accordance with clause 47(b), grant and maintain an Integrated Forestry Operations Approval covering the Southern region for the duration of this Agreement;

106.6 In accordance with clause 47(d), complete and publish Regional ESFM Plans for State forests under the *Forestry Regulation 1999* (NSW) under the *Forestry Act 1916* (NSW) by 31 December 2001;

- 106.7 In accordance with clause 47(g) implement the review and monitoring processes and develop the strategic and operational requirements of Sustainable Yield systems and processes using enhanced Forest Resource and Management Evaluation System (FRAMES) as described in Attachment 8 to enable the review of Sustainable Yield by 1 December 2006;
- 106.8 In accordance with clause 47(h), develop and implement environmental management systems in accordance with the principles outlined in Attachment 8 within five years.
- 106.9 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;
- 106.10 In accordance with clauses 76 to 79 maintain contracted supply for High Quality Large Logs.
- 107 The Commonwealth will:
- 107.1 Not prevent enterprises obtaining, using or exporting the quantities of timber, Woodchips or Unprocessed Wood products sourced from the Southern region in accordance with this Agreement;
- 107.2 Maintain accreditation of New South Wales' Forest Management System for the Southern region as agreed to be amended in this Agreement as set out in clause 51 providing any changes to the system are consistent with the provisions of this Agreement.

Compensation

108 The Parties agree that:

108.1 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 108.2 to 108.20.

108.2 Subject to:

- (a) clauses 108.3, 108.4, 108.5, 108.6, 108.8, 108.9, 108.10, 108.11 and 108.12 the compensation to be paid by the Commonwealth to the State in accordance with clause 108.1 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 108.1 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 108.3, 108.4, 108.5, 108.6, 108.7, 108.8, 108.10, 108.11 and 108.12 the compensation to be paid by the Commonwealth to the State in accordance with clause 108.1 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 108.1 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 108.3, 108.6, 108.8, 108.9, 108.11 and 108.12 the compensation to be paid by the Commonwealth to the State in accordance with clause 108.1 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 108.1 occurred, by any person who, immediately before the announcement of the proposed Commonwealth Action, was contracted to construct that road.

108.3 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.

108.4 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.

108.5 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.

108.6 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.

108.7 To the extent that clause 108.2(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.

108.8 Any claim made by the State hereunder is to be notified in writing within six months after the loss or damage is sustained.

108.9 For the purposes of clauses 108.1(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.

108.10 For the purposes of clause 108.1(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.

108.11 No compensation is payable under clause 108.2 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.

108.12 clause 108.2 does not apply so as to entitle the State to recover compensation more than once in respect of the same loss or damage.

108.13 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* (Cwlth) and the Commonwealth constitution, incorporated by reference into this Agreement.

108.14 The procedure in relation to any arbitration required by reason of the provisions of clause 108.13 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.

108.15 Unless the Commonwealth appeals the decision of the arbitrator under the *Commercial Arbitration Act 1984* (NSW), and subject to clause 108.18, the Commonwealth undertakes to pay the State the amount of any award made by an arbitrator under clause 108.14 as a debt due to the State, within 60 days of the award.

108.16 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.

108.17 Subject to clause 108.18(b), where the State receives monies as a trustee pursuant to clause 108.16, it will pay those monies to the person who sustained the relevant loss or damage within 30 days.

108.18 (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 108.14 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 108.14 and 108.15 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.

108.19 Where the State:

- (a) has received monies as a trustee pursuant to clause 108.16; 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.

108.20 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.

Employment and Industry Development Assistance

109 The Commonwealth and State Governments are committed to the provision of assistance, by way of the NSW Forest Industry Structural Adjustment Package, to native forest businesses and workers directly affected by restructuring of the NSW forest industry in accordance with the outcomes of this Agreement. The Commonwealth has committed \$60 million and the State Government \$60 million to the NSW FISAP to achieve the required level of restructuring and to assist in the creation of an ecologically sustainable, efficient and internationally competitive timber industry with a focus on value-adding, investment growth, and job creation.

Termination

110 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 66, being a failure to implement the CAR Reserve System as described in Attachment 1 and to manage and conserve the identified CAR Values; or
 - (ii) a failure to comply with clause 33, 47(a), and 47(b) being a failure to grant by 30 June 2001 and maintain throughout the life of this Agreement a New South Wales Forest Agreement that covers the Southern region and an IFOA that applies to the Southern region and that reflects the outcomes of this Agreement; or
 - (iii) a failure to comply with clause 47(d), being a failure to produce and publish by 31 December 2001 Regional ESFM Plans; or
 - (iv) a failure to comply with clause 76 and the Sustainable Yield Systems and Processes described in Attachment 8; or
 - (v) a failure to comply with clauses 47(h) and clause 56 being a failure to both develop and implement the environmental management systems in accordance with Attachment 8, and produce a Code of Practice for timber harvesting of native forest on Private Land.

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.

111 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) a failure by the Commonwealth to comply with the terms of any agreement on native forest hardwood timber industry assistance made pursuant to clause 109; or

(ii) a failure by the Commonwealth to comply with clause 108, 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.

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

Notice of intention to review before termination by consent

113 A consent under clause 112 is of no effect, unless:

113.1 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

113.2 The Parties have conducted the joint review as in accordance with this clause.

113.3 The joint review must consider whether the operation of the Agreement has met the goals set out in Recitals A and B.

113.4 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.

113.5 If, under clause 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 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

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for and on behalf of the Commonwealth of Australia

in the presence of:

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SIGNED by

the HONOURABLE BOB CARR MP, Premier

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for and on behalf of the State of New South Wales

in the presence of:

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ATTACHMENTS

- | | |
|----------------------|---|
| Attachment 1 | Comprehensive, Adequate and Representative (CAR) Reserve System – Southern Region. |
| Attachment 2 | Private Land Conservation. |
| Attachment 3 | Threatened Flora, Fauna and Ecological Communities. |
| Attachment 4 | National Estate Values. |
| Attachment 5 | Milestones. |
| Attachment 6 | Public Reporting and Consultative Mechanisms. |
| Attachment 7 | Research Priorities. |
| Attachment 8 | Improvements to NSW Forest Management Systems. |
| Attachment 9 | Montreal Process Criteria for the Conservation and Sustainable Management of Temperate and Boreal Forests. |
| Attachment 10 | Managing Lands of Significance to Aboriginal People |
| Attachment 11 | Employment, Industry Development and Conservation Management. |
| Attachment 12 | Data Agreement. |
| Attachment 13 | Principles of Ecologically Sustainable Forest Management (ESFM). |

ATTACHMENT 1
(clauses 42, 47, 55, 65, 66, 95, 110(a)(i))

**COMPREHENSIVE, ADEQUATE AND REPRESENTATIVE (CAR)
RESERVE SYSTEM**

SOUTHERN REGION

- 1 Map 1 and this Attachment identify the CAR Reserve System on Public Land for the Southern region for the purpose of this Agreement.
- 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.
- 3 In the Southern region, the CAR Reserve System on Public Land 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).
 - *Informal Reserves.* This comprises those parts of the Special Management Zone under the Forest Management Zoning system that are greater than 40ha, and wider than 200m, or are directly adjacent to Dedicated Reserves. It also includes those areas dedicated as Crown Reserves under the provisions of the *Crown Lands Act 1989* (NSW) and State Recreation Areas which are managed by the NSW National Parks and Wildlife Service. Plans of Management for Crown Reserves will be prepared by 31 January 2006.
 - *Values protected by Prescription.* These comprise those elements of habitat protected by Regional Prescriptions as will be detailed in the Integrated Forestry Operations Approval covering the Southern region and areas within the Harvesting Exclusions and Special Prescription Zone under the Forest Management Zoning system that, due to the size or shape, do not meet the Informal Reserve category outlined above. The Integrated Forestry Operations Approval complements the Dedicated and Informal Reserve network and includes additional levels of protection for rare non-commercial forest ecosystems, Old Growth forest, rainforest and threatened species in all areas that have been identified to be primarily managed for sustainable production.

- 5 NSW will finalise boundaries of the CAR Reserves with the exception of the Forest Management Zoning System by 30 June 2001. The Forest Management Zoning System will be finalised by 31 December 2001. The management intent of the CAR Reserve system as outlined on Map 1 will be implemented immediately upon the signing of this Agreement. Finalisation will include identifying suitable management boundaries. Wherever possible, these will follow easily identifiable features such as cadastre and roads and natural or ecological boundaries. Finalisation will also consider field verification of values being protected and appropriate boundaries mapped to protect the identified values.
- 6 The Dedicated Reserve component of the CAR Reserve System covers 1,323,800 ha, the Informal Reserve component 64,700 ha and the prescriptive component 32,500 ha. Together the Dedicated Reserve and Informal Reserve components of the CAR Reserve System cover an area of approximately 1,390,000 ha (about 75% of the Public Land in the region or 31% of the entire region).

Forest Management Zoning

- 7 New South Wales will, by 31 December 2001, produce a Regional ESFM Plan for the Southern region that includes Forest Management Zoning within State forests as described in the document *Forest Management Zoning in State Forests*, SFNSW 1999. 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 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 or Special Management Zone. 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 Mineral Resources where there are current or imminent petroleum and mineral exploration and/or mining activities, 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.
- 8 New South Wales agrees to establish all Dedicated Reserve and Informal Reserve components of the CAR Reserve System by 30 June 2001 and 31 December 2001 respectively.

Commonwealth Land

- 9 Informal Reserves on Commonwealth land total 1,320 hectares and are identified on Map 1.
- 10 The Commonwealth agrees to manage those areas of Commonwealth owned land identified in the Beecroft Weapons Range as CAR Informal Reserves and to take all reasonable steps for the protection of identified CAR values, on the following conditions:
- Condition 1. That the reserve does not exclude Defence activities that would not compromise the maintenance of the CAR values. Necessary Unexploded Ordinance management will not be impeded by any Informal Reserve declaration or this agreement.
 - Condition 2. That the establishment of the reserve is based on existing Defence management arrangements as prescribed in the Beecroft Peninsula Environmental Management Plan (1999) rather than any modification of existing tenures which may be detrimental to Defence's usage of the training areas.
 - Condition 3. That Defence is the sole approving agency for the Defence Environmental Management Plans that prescribe the management regime for the reserve. Defence will however consult with relevant State and Commonwealth agencies on the appropriateness of the management regimes.
 - Condition 4. Consultation on management by Defence of Defence activities in the training area will be achieved in the consultation process with State

and Local authorities and other stakeholders in the review of the Environmental Management Plan for the Beecroft Weapons Range.

- Condition 5. Public comment on changes to the reserve boundary will occur except in circumstances proscribed by national defence protocols.
- Condition 6. The reserve boundary will delineate the actual CAR values. Defence will establish all operational and environmental management buffer zones around the reserve based on particular land use activities that may occur adjacent to the reserves. The buffers will be identified in the Defence Environmental Management Plans.

- 11 The Department of Defence will identify this CAR Informal Reserve on Commonwealth land on operational and planning maps.
- 12 The CAR Informal Reserves on Commonwealth land will be included in future Environmental Management Plans prepared for the area.

Integrated Forestry Operations Approval

- 13 The Integrated Forestry Operations Approval covering the Southern 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 takes account of the extent of reserved habitat, whether the prescriptions are operationally feasible, and the relative conservation status of each species.

IDENTIFIED CAR VALUES AND THEIR PROTECTION AFFORDED THROUGH THE RFA

- 14 Levels of protection for Forest Ecosystems and Candidate 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, and
 - Prescription; includes the areas within the Harvesting Exclusions Zone (Zone 3A), and those areas of the Special Management Zone (Zone 2) that, due to the size or shape, do not meet the Informal Reserve category outlined above.

It should be noted that the Special Prescription Zone (Zone 3B) and the IFOA afford additional protection over that included in the table.

Table 1. Percentage reservation status of Forest and Non-Forest Ecosystems in the CAR Reserve System in the Southern region based on vegetation modelling to establish the pre-1750 extent of Forest Ecosystems in the Southern region^a.

Forest Ecosystems ^b	Area		Percent Remaining	Status ^c	Percent of Forest Ecosystem (pre-1750) extent in the CAR Reserve System			
	Pre 1750 (ha)	Current (ha)			Dedicated Reserves	Informal Reserve ^d	Prescription ^e	Total
1 Southern Coastal Hinterland Intermediate Altitude Shrub Dry Forest - <i>E. sieberi</i>	50,657	50,567	99.8	-	65.9	2.8	0.8	69.5
2 Hinterland Heath Shrub Dry Forest - <i>Corymbia gummifera</i> / <i>Syncarpia glomulifera</i>	103,514	86,242	83.3	-	36.3	0.8	3.4	40.4
3 Northern Hinterland Shrub Dry Forest - <i>Syncarpia glomulifera</i> / <i>E. scias</i>	16,237	16,215	99.9	-	87.6	0.1	0.1	87.8
4 Shoalhaven Gorge Dry Heathy Shrub Forest - <i>E. punctata</i> / <i>E. agglomerata</i>	17,823	17,822	100.0	-	73.7	2.4	0.0	76.1
5 Northern Coastal Lowlands Shrub/Grass Dry Forest - mixed tree species	15,789	8,846	56.0	-	9.0	6.5	0.6	16.2
7 Southern Coastal Hinterland Shrub/Tussock Grass Dry Forest - <i>E. sieberi</i>	20,364	20,355	100.0	-	28.7	4.2	1.7	34.5
8 Far Southern Coastal Shrub Dry Forest - <i>E. sieberi</i>	482	479	99.4	-	43.4	0.0	0.0	43.4
9 Coastal Lowlands Cycad/Shrub Dry Forest - <i>Corymbia maculata</i>	64,566	55,532	86.0	-	11.6	2.5	2.0	16.1
10 Southern Coastal Lowlands Shrub/Grass Dry Forest - <i>E. globoidea</i> / <i>E. longifolia</i>	19,448	17,634	90.7	-	15.7	3.3	2.8	21.8
11 Coastal Shrub/Grass Dry Forest - <i>E. botryoides</i> / <i>E. globoidea</i> / <i>Imperata cylindrica</i>	557	426	76.5	R	30.9	0.0	0.0	30.9
12 Coastal Hinterland (Buckenboursa) Shrub/Cycad Dry Forest - <i>Corymbia gummifera</i>	1,005	1,005	100.0	R	78.5	0.0	0.8	79.3
13 Southern Escarpment Foothills Rainshadow Dry Grass Forest - <i>E. agglomerata</i>	4,196	4,192	99.9	-	77.0	0.0	0.0	77.0
14 Northern Coastal Hinterland Shrub/Grass Dry Forest - <i>E. fibrosa</i> / <i>Corymbia maculata</i>	6,698	5,756	85.9	-	21.3	13.2	0.0	34.4
15 North East Tableland Dry Shrub Forest - <i>E. sieberi</i>	88,285	56,597	64.1	-	20.6	1.2	0.1	21.9
16 North East Tableland Dry Shrub/Tussock Grass Forest - <i>E. agglomerata</i>	21,786	15,506	71.2	-	34.5	5.4	0.0	39.9
17 Northern Sandstone Dry Shrub Forest - <i>E. punctata</i>	92	92	100.0	-	0.0	0.0	0.0	0.0
18 Southern Coastal Hinterland Shrub/Vine/Grass Moist Forest - <i>E. cypellocarpa</i> / <i>E. muelleriana</i>	51,037	50,316	98.6	-	54.4	2.1	0.9	57.4
19 Coastal Escarpment and Hinterland Shrub/Fern Dry Forest - <i>E. muelleriana</i>	69,525	68,666	98.8	-	55.7	2.9	1.3	59.9
20 Coastal Hinterland Gully Rainforest	2,976	2,976	100.0	-	40.0	1.1	1.9	43.0
21 Northern Coastal Hinterland Moist Shrub Forest - <i>C. maculata</i> / <i>E. pilularis</i>	90,346	69,988	77.5	-	23.7	1.7	1.6	27.0
24 Coastal Wet Heath Swamp Forest - <i>Casuarina glauca</i> / <i>Melaleuca ericifolia</i> *	13,182	6,119	46.4	V	11.8	0.8	0.0	12.7

Forest Ecosystems ^b	Area		Percent Remaining	Status ^c	Percent of Forest Ecosystem (pre-1750) extent in the CAR Reserve System			
	Pre 1750 (ha)	Current (ha)			Dedicated Reserves	Informal Reserve ^d	Prescription ^e	Total
25 South Coast Swamp Forest - <i>Casuarina glauca</i> *	18,097	3,792	21.0	V	5.2	1.3	0.2	6.6
27 Ecotonal Coastal Swamp Forest - <i>Casuarina glauca</i> / <i>E. botryooides</i> *	9,862	343	3.5	E	0.2	0.1	0.0	0.3
28 Coastal Sands Shrub/Fern Forest - <i>E. botryooides</i> / <i>Banksia serrata</i>	2,959	2,525	85.3	-	26.9	11.8	0.0	38.8
29 Northern Coastal Sands Shrub/Fern Forest - <i>E. pilularis</i> / <i>Banksia serrata</i>	14,168	10,838	76.5	-	29.4	1.3	0.5	31.2
32 Coastal Escarpment Rocky Shrub Dry Forest	44	44	100.0	R	100.0	0.0	0.0	100.0
34 Deua Ecotonal Shrub Forest - <i>E. smithii</i> / <i>E. cypellocarpa</i> / <i>Astrotricha latifolia</i> / <i>Notelaea venosa</i>	123	123	100.0	R	100.0	0.0	0.0	100.0
35 South Coast Acacia Scrubs - <i>Acacia sylvestris</i>	3,981	3,980	100.0	-	68.3	0.7	1.4	70.5
37 Scabby Range Dry Shrub Woodland - <i>E. debeuzevillei</i> / <i>Leptospermum namadgiensis</i>	271	271	100.0	R	98.9	0.0	0.0	98.9
38 Tableland Dry Heath Shrub/Herb/Grass Woodland - <i>Calytrix tetragona</i> (<i>E. goniocalyx</i>)	1,456	1,456	100.0	-	69.4	4.0	0.0	73.4
40 Coastal Hinterland (Deua NP) Dry Shrub Forest (rhyolite) - <i>E. stenostoma</i>	2,415	2,415	100.0	-	100.0	0.0	0.0	100.0
41 Rain Shadow (lower Snowy) Shrubland	705	705	100.0	R	54.3	0.0	0.0	54.3
43 Western Slopes Riparian Moist Sedge Woodland - <i>E. camaldulensis</i> *	20,916	1,589	7.6	E	0.0	0.0	0.0	0.0
47 Far Southern Hinterland Herb/Grass Moist Forest - <i>E. maidenii</i> / <i>E. globoidea</i>	496	85	17.1	-	10.3	0.0	0.0	10.3
48 Coastal Lowlands Riparian Herb/Grass Forest - various eucs	6,118	3,625	59.3	-	9.9	4.2	4.2	18.3
49 Southern Hinterland Shrub/Herb/Grass Riparian Forest - <i>Angophora floribunda</i> / <i>E. elata</i> / <i>Acacia mearnsii</i>	19,326	14,573	75.4	-	44.5	1.9	1.0	47.4
50 Southern Escarpment Foothills Herb/Grass Dry Forest- <i>Angophora floribunda</i> / <i>E. globoidea</i>	28,608	18,926	66.2	-	26.9	0.6	0.0	27.5
51 Araluen Acacia Herb/Grass Dry Forest - <i>E. melliodora</i> / <i>E. maidenii</i>	5,503	4,882	88.7	-	10.0	11.6	0.0	21.6
53 Riparian Acacia Shrub/Grass/Herb Forest - <i>Casuarina cunninghamiana</i>	6,769	5,242	77.4	-	16.4	1.1	0.5	18.0
55 Eastern Tableland Fern/Herb/Grass Moist Forest - <i>E. fastigata</i>	39,926	36,826	92.2	-	34.2	6.0	1.6	41.8
56 Tableland and Escarpment Moist Herb/Fern Grass Forest - <i>E. radiata</i> / <i>E. viminalis</i> / <i>Viola</i> spp	45,238	30,714	67.9	-	22.3	4.1	2.9	29.3
57 Southern Escarpment Shrub/Fern/Herb Moist Forest - <i>E. cypellocarpa</i> incl. <i>E. fastigata</i> & <i>E. obliqua</i>	44,238	37,166	84.0	-	61.8	3.0	0.8	65.6
58 Tableland and Escarpment Wet Layered Shrub Forest - <i>E. fastigata</i> / <i>Olearia argophylla</i> / <i>Dicksonia antarctica</i>	20,580	19,184	93.2	-	78.0	1.8	0.7	80.5
59 Eastern Tableland and Escarpment Shrub/Fern Dry Forest - <i>E. radiata</i> / <i>E. sieberi</i> / <i>Leucopogon lanceolatus</i>	15,628	13,656	87.4	-	27.0	17.3	2.0	46.3

Forest Ecosystems ^b	Area		Percent Remaining	Status ^c	Percent of Forest Ecosystem (pre-1750) extent in the CAR Reserve System			
	Pre 1750 (ha)	Current (ha)			Dedicated Reserves	Informal Reserve ^d	Prescription ^e	Total
61 Southern Escarpment Edge Moist Shrub Forest - <i>E. fraxinoides</i>	3,271	3,259	99.6	-	88.4	3.7	0.0	92.1
62 Southern Escarpment Edge Moist Shrub/Fern Forest – <i>E. fraxinoides/E. cypellocarpa</i>	7,643	7,633	99.9	-	73.5	4.5	0.2	78.2
64 Southern East Tableland Edge Shrub/Grass Dry Forest - <i>E.dalrympeana/E.radiata</i>	1,592	1,103	69.3	R	44.2	2.0	15.5	61.6
65 Southern Escarpment Edge Moist Heath Forest– <i>Oxylobium ellipticum</i>	31	31	100.0	R	100.0	0.0	0.0	100.0
66 Eastern Tablelands Shrub/Grass Moist Forest - <i>E. dalrympleana/ E. radiata/Poa sieberiana</i>	22,140	5,832	26.3	V	17.1	0.4	1.1	18.6
68 North East Tablelands Shrub/Herb/Grass Dry Forest – <i>E. pauciflora/E. viminalis/ Lomandra longifolia</i>	10,607	9,442	89.0	-	6.4	0.2	0.2	6.8
70 Western Escarpment Dry Shrub Forest - <i>E. dives/Xanthorhoea australis/Platylobium formosum</i>	1,578	1,567	99.3	-	74.8	0.0	0.0	74.8
71 Western Tableland Dry Shrub Forest – <i>E. macrorhyncha/ Leptospermum brevipes</i>	1,487	769	51.7	V	31.3	0.0	17.6	48.9
72 Tablelands Dry Shrub Forest – <i>E. dives/E. radiata/Bursaria lasiophylla</i>	579	546	94.3	R	13.0	0.0	0.0	13.0
73 Eastern Tableland Dry Shrub/Grass Forest - <i>E. pauciflora/E. viminalis/ Acacia dealbata/Themeda australis*</i>	247,499	70,124	28.3	V	2.3	0.2	0.2	2.7
74 South Eastern Tablelands Dry Shrub/Grass/Herb Forest – <i>E. bridgesiana/E. pauciflora/E. rubida/ Acaena novae-Zelandiae *</i>	131,323	50,156	38.2	V	3.9	1.1	0.0	4.9
75 Tablelands Shrub/Tussock Grass Forest - <i>E. dives/Chionchloa pallida</i>	41,620	32,536	78.2	-	45.8	0.2	0.0	46.0
76 Tablelands Shrub/Grass Dry Forest - <i>E. rubida/E. pauciflora/ Themeda australis *</i>	109,717	38,752	35.3	-	8.3	0.0	0.0	8.3
77 Lower Snowy Dry Shrub/Tussock Grass Forest – <i>E. goniocalyx/Chionochloa pallida</i>	74,514	69,920	93.8	-	60.9	0.0	0.0	60.9
78 Lower Snowy Dry Shrub/Herb Woodland - <i>E. albens/C. glauciphylla/A. deanei</i>	37,242	37,242	100.0	-	92.0	0.0	0.0	92.0
79 Montane Dry Shrub/Tussock Grass Forest - <i>E. nortonii/Cassinia longifolia/Chionochloa pallida</i>	893	604	67.6	R	25.4	0.0	0.0	25.4
80 ACT Dry Shrub/Herb Forest – <i>E. dives/E. bridgesiana/Cassinia longifolia/Hydrocotyle laxiflora *</i>	438	4	0.9	R	0.0	0.0	0.0	0.0
81 Eastern Dry Shrub/Herb/Grass Forest - <i>E. bridgesiana/E. dives/ Bursaria spinosa/Poa sieberiana</i>	11,882	8,487	71.4	-	0.0	0.0	0.0	0.0
82 Western Montane Acacia Fern/Herb Forest - <i>E. viminalis/E. robertsonii/Cassinia aculeata/ Pteridium esculentum</i>	152,248	94,998	62.4	-	44.5	0.9	0.1	45.6
83 Montane Riparian Moist Shrub/Grass/Herb Forest – <i>E. dalrympleana/E. robertsonii/ Acacia melanoxylon/Microlaena stipoides</i>	973	945	97.1	V	44.8	0.0	0.0	44.8

Forest Ecosystems ^b	Area		Percent Remaining	Status ^c	Percent of Forest Ecosystem (pre-1750) extent in the CAR Reserve System			
	Pre 1750 (ha)	Current (ha)			Dedicated Reserves	Informal Reserve ^d	Prescription ^e	Total
85 Montane Riparian Moist Shrub/Sedge/Grass Forest – E. dalrympleana/E. viminalis/ Leptospermum lanigerum/Poa helmsii	669	669	100.0	R	97.8	0.0	0.0	97.8
86 Western Montane Moist Shrub Forest - E.delegatensis/E. pauciflora/Polyscias sambucifolia/Tasmania lanceolata	4,062	4,061	100.0	-	99.6	0.0	0.0	99.6
87 Western Escarpment Moist Shrub/Herb/Grass Forest – E. delegatensis/E. dalrympleana/ Derwentia derwentiana/Stellaria pungens	69,865	69,713	99.8	-	77.9	0.1	0.1	78.1
88 Western Escarpment Shrub/Grass Forest – E. chapmaniana/Daviesia latifolia	587	587	100.0	R	100.0	0.0	0.0	100.0
89 Eastern Tablelands Acacia/Herb/Grass Forest – E. dalrympleana/E. viminalis/ Acacia melanoxylon/Stellaria pungens	32,523	29,767	91.5	-	27.5	7.8	3.2	38.5
90 Northern Tablelands Acacia Herb/Grass Dry Forest – E. bridgesiana/Acacia dealbata/Hydrocotyle laxiflora *	7,173	1,347	18.8	V	2.0	0.5	0.0	2.5
91 Burrinjuck Acacia Dry Herb/Grass Forest - E. bridgesiana/ E. bicostata/Acacia dealbata/Poa sieberiana	5,349	4,424	82.7	-	27.2	0.0	2.4	29.6
92 Tablelands Acacia/Grass/Herb Dry Forest - E. bridgesiana/E. melliodora/Acacia mearnsii/Microlaena stipoides *	30,392	6,476	21.3	V	0.7	0.0	0.0	0.7
93 Western Tablelands Herb/Grass Dry Forest - E.robertsonii/ Microlaena stipoides	85,523	32,412	37.9	-	16.8	1.7	2.9	21.4
94 South-west Slopes Acacia Dry Herb/Grass Forest – E. bridgesiana/E. macrorhyncha/ Acacia dealbata/Microlaena stipoides *	72,307	25,677	35.5	-	9.4	1.8	0.3	11.6
95 Tableland Acacia Moist Herb Forest - E. pauciflora/E. dalrympleana/Acacia dealbata/Helichrysum scorpiodes	46,834	36,549	78.0	-	34.9	2.1	0.2	37.2
96 Tableland Tussock Grass/Herb Forest - E.pauciflora/ E.dalrympleana/Poa sieberiana	320	318	99.4	R	99.4	0.0	0.0	99.4
97 Montane Acacia/Dry Shrub/Herb/Grass Forest – E. dalrympleana/E. pauciflora/ Acacia dealbata/Stellaria pungens	69,629	67,482	96.9	-	76.1	1.2	0.0	77.3
98 Western Montane Moist Shrub Forest - E. pauciflora/E. dalrympleana/Daviesia ulicifolia/Lomandra longifolia	74,891	70,756	94.5	-	66.7	0.1	0.0	66.8
99 Montane Dry Shrub/Herb/Grass Forest - E. pauciflora/Leucopogon hookeri/Stellaria pungens	10,178	10,172	99.9	-	94.4	0.0	0.0	94.4
100 ACT Montane Dry Shrub/Grass Forest - E. pauciflora/ Acacia dealbata/Poa induta	5,730	5,567	97.2	-	14.5	0.0	0.0	14.5
101 Western Montane Dry Shrub/Herb/Grass Forest – E. dalrympleana/E. pauciflora/ Daviesia latifolia/Coprosma hirtella/Stellaria pungens	42,870	41,254	96.2	-	42.5	3.8	0.9	47.2

Forest Ecosystems ^b	Area		Percent Remaining	Status ^c	Percent of Forest Ecosystem (pre-1750) extent in the CAR Reserve System			
	Pre 1750 (ha)	Current (ha)			Dedicated Reserves	Informal Reserve ^d	Prescription ^e	Total
102 Western Montane Dry Fern/Grass Forest – E. dalrympleana/E. pauciflora/Poa sieberiana/Asperula scoparia	2,871	2,869	99.9	-	78.0	20.8	0.0	98.7
103 Western Montane Dry Fern/Grass Forest - E. dives/E. dalrympleana/E. robertsonii/Pteridium esculentum/Poa sieberiana	71,732	49,332	68.8	-	39.0	3.2	0.5	42.7
104 Tableland Acacia/Herb/Grass Forest - E. robertsonii/E. dalrympleana/Acacia dealbata/Platylobium formosum/Senecio sp.E	46,455	41,116	88.5	-	65.7	1.3	3.8	70.7
106 Montane Dry Shrub/Tussock Forest - E.robertsonii/E. dalrympleana/Platylobium formosum/Tetratecha bauerifolia	30,135	29,551	98.1	-	94.4	0.0	0.0	94.4
107 Central Tableland/ACT Montane Dry Shrub Forest - E.dalrympleana/E. dives/ Hibbertia obtusifolia	44,074	20,330	46.1	-	10.8	0.9	0.0	11.8
108 Western Tablelands Dry Herb/Grass Forest – E. macrorhyncha/E. dives/Hibbertia obtusifolia/Poa sieberiana	125,104	75,056	60.0	-	38.0	2.4	3.2	43.6
109 Widespread Tablelands Dry Shrub/Tussock Grass Forest - E. dives/E. mannifera/E. macrorhyncha/ Hibbertia obtusifolia/Chionochloa pallida *	59,891	28,497	47.6	-	6.6	3.5	0.1	10.2
110 Tablelands Dry Shrub/Grass Forest - E. dives/E. mannifera/E. macrorhyncha/Poa sieberiana	22,106	18,393	83.2	-	35.5	2.9	0.4	38.8
112 Eastern Tablelands Dry Shrub Forest - E. sieberi/E. dives/Brachyloma daphnoides/Poa sieberiana *	19,785	7,646	38.6	V	4.9	2.0	1.0	7.8
113 North East Tablelands Dry Shrub/Grass Forest - E. mannifera/E. dives/Brachyloma daphnoides/Dianella revoluta *	102,600	50,342	49.1	-	4.8	0.5	0.0	5.3
114 Tablelands Dry Shrub/Tussock Grass Forest - E.macrorhyncha/E.rossii/E. goniocalyx/Chionochloa pallida *	55,641	25,018	45.0	-	6.5	1.0	0.0	7.5
115 South East Tablelands Dry Shrub/Tussock Grass Forest – E. rossii/E. mannifera/Pultenaea procumbens/Chionochloa pallida	60,833	59,766	98.2	-	7.8	4.6	0.0	12.4
116 Western Slopes Herb/Grass Woodland - E. blakelyi/Microlaena stipoides/Hydrocotyle laxiflora *	62,301	4,052	6.5	E	0.2	0.0	0.0	0.2
117 Western Slopes Dry Grass Woodland - E.albens/Microlaena stipoides/Bothriochloa macra *	56,460	981	1.7	R	0.0	0.0	0.0	0.0
118 Western Slopes Dry Grass Forest - E. sideroxylon/E. blakelyi/E. goniocalyx/Elymus scaber *	4,471	308	6.9	R	0.3	3.8	0.0	4.1
119 Western Tablelands Dry Shrub/Grass Forest - E. macrorhyncha/E. polyanthemus/Hibbertia obtusifolia/Gonocarpus tetragynus *	136,181	36,151	26.5	V	6.0	2.5	0.2	8.7

Forest Ecosystems ^b	Area		Percent Remaining	Status ^c	Percent of Forest Ecosystem (pre-1750) extent in the CAR Reserve System			
	Pre 1750 (ha)	Current (ha)			Dedicated Reserves	Informal Reserve ^d	Prescription ^e	Total
120 Western Slopes Shrub/Herb/Grass Dry Forest – E. macrorhyncha/E. albens/ Hydrocotyle laxiflora/Microlaena stipoides *	79,554	10,354	13.0	E	1.3	0.1	0.0	1.5
121 Western Slopes Grass/Herb Dry Forest - E. macrorhyncha/ E. goniocalyx/Gonocarpus tetragynus/Poa sieberiana	92,586	61,833	66.8	-	23.0	3.8	2.6	29.4
123 Montane Wet Heath/Bog - Baeckea utilis/Hakea micranthis	300	300	100.0	R	94.0	6.0	0.0	100.0
124 Western Montane Wet Heath/Herb Grass Woodland – E. pauciflora/Epacris breviflora	5,527	4,390	79.4	-	5.6	3.9	0.7	10.2
127 Sub-alpine Dry Shrub/Herb/Grass Woodland – E. debeuzevillei	187	187	100.0	R	99.5	0.0	0.0	99.5
128 Sub-alpine Dry Shrub/Herb Woodland - E. niphophila	45,966	45,894	99.8	-	89.6	0.0	0.0	89.6
130 Sub-alpine Shrub/Grass Woodland - E. niphophila	66,947	66,452	99.3	-	98.6	0.6	0.0	99.2
135 Southern Escarpment (Wadbilliga) Moist Heath	155	155	100.0	R	72.3	9.7	0.0	81.9
137 Coastal Escarpment Moist Shrub/Fern Forest - E. sieberi/E. piperita/Gleichenia dicarpa	15,361	14,476	94.2	-	74.8	0.4	7.4	82.6
138 Northern Plateau and Escarpment Heath Shrub Dry Forest - E. sieberi/E. consideniana	30,836	30,823	100.0	-	67.1	2.8	3.1	73.0
139 Northern Coastal Hinterland Heath Shrub Dry Forest – C. gummifera/E. sclerophylla	50,161	48,057	95.8	-	49.9	1.5	1.5	52.9
146 Tableland Dry Herb/Grass Woodland - E. pauciflora/E. stellulata/Asperula scoparia *	8,356	1,164	13.9	E	3.5	0.0	0.2	3.7
148 Tableland Tussock Grassland /Sedgeland/ Woodland – Poa labillardieri *	13,757	3,218	23.4	R	0.2	0.0	0.1	0.3
151 Tableland Sedge/Grass Herbland - Themeda australis/Carex appressa *	15	0	0.0	R	0.0	0.0	0.0	0.0
153 Tablelands and Slopes Herb/Grassland/ Woodland - Themeda australis plus E. pauciflora/E. rubida*	20,387	156	0.8	R	0.0	0.0	0.0	0.0
154 Tableland Dry Grass Woodland - E.bridgesiana/Themeda australis *	41,041	15	0.0	R	0.0	0.0	0.0	0.0
160 Western Slopes Dry Grass Woodland - E. blakelyi/ E.meliadora/Danthonia racemosa *	204,413	3,646	1.8	R	0.0	0.0	0.0	0.0
161 Tablelands and Slopes Dry Herb/Grassland/ Woodland - E.meliadora/Danthonia racemosa *	21,526	556	2.6	R	0.0	0.0	0.0	0.0
162 Western Slopes Moist Herb/Sedge/Grass Woodland – E. blakelyi/Carex appressa *	399	150	37.6	R	0.0	0.0	0.0	0.0
164 Coastal Escarpment Cool Temperate Rainforest	1,050	1,049	99.9	R	88.2	0.0	1.4	89.6
165 Southern Escarpment Cool/Warm Temperate Rainforest	3,718	3,716	99.9	-	58.7	0.9	3.8	63.4
166 Central Coastal Hinterland and Lowland Warm Temperate Rainforest	7,939	7,926	99.8	-	68.6	0.9	3.3	72.8
167 Coastal Lowland Sub Tropical/Littoral Rainforest	636	585	92.0	R	41.3	2.8	0.0	44.1

Forest Ecosystems ^b	Area		Percent Remaining	Status ^c	Percent of Forest Ecosystem (pre-1750) extent in the CAR Reserve System			
	Pre 1750 (ha)	Current (ha)			Dedicated Reserves	Informal Reserve ^d	Prescription ^e	Total
168 Ecotonal Granite Dry Rainforest – Backhousia myrtifolia/ Acmena smithii/Angophora floribunda/Pittosporum undulatum/Doodia aspera	316	316	100.0	R	50.7	25.6	0.3	76.6
169 Coastal Hinterland Sub Tropical Warm Temperate Rainforest	10,477	7,825	74.7	-	26.2	0.3	0.0	26.4
170 Southern Coastal Hinterland Dry Gully Rainforest - Backhousia myrtifolia	7,249	7,244	99.9	-	41.5	4.6	1.4	47.4
171 Northern Coastal Shrub/Grass Forest - E. tereticornis *	23,038	3,512	15.2	E	7.5	0.0	0.0	7.6
172 Kosciuszko Western Escarpment Cool Temperate Rainforest	106	106	100.0	R	100.0	0.0	0.0	100.0
173 Northern Grass Herb Forest on Basalt *	5,283	164	3.1	R	0.0	0.0	0.0	0.0
174 Shoalhaven Gorge Forest – E. tereticornis / E.meliiodora	13,529	13,473	99.6	-	46.2	8.4	0.0	54.6
175 Northern Coastal Lowlands Swamp Forest - E. robusta	465	459	98.7	R	19.8	3.9	0.0	23.7
176 Morton Plateau Mallee Swamp Low Forest	40,175	40,155	100.0	-	92.1	0.3	0.0	92.4
177 Illawarra Lowland Sub-Tropical Rainforest *	9,153	1,674	18.3	V	0.0	0.0	0.0	0.0
178 Robertson Warm Temperate Rainforest *	301	215	71.4	R	0.3	0.0	0.0	0.3
179 Eastern Deua dry shrub Forest - Angophora costata	2,715	2,713	99.9	-	80.2	0.7	0.0	80.9
180 Cooma Dry grass Forest – E. viminalis-E.dives	1,134	1,134	100.0	-	0.0	0.0	0.0	0.0
181 North-eastern Tablelands Gully Fern Forest - E.elata / Calochlaena dubia	3,433	3,098	90.2	-	7.0	0.0	0.0	7.0
185 Mangrove Estuarine Low Forest	1,672	1,393	83.3	R	18.7	3.1	0.1	21.9
192 South West Slopes Tall Shrubland Low Forest - E.dwyeri-Acacia doratoxylon	1,696	1,689	99.6	-	41.3	4.8	0.0	46.0
196 South West Slopes Tall Shrubland Low Forest - E.dealbata	152	152	100.0	R	0.0	0.0	0.0	0.0
2326 Coastal Dune Herb/Grassland & Southern Coastal Dune Scrub	3,151	2,335	74.1	V	23.1	0.2	0.0	23.3
129/133 Alpine Wet Herbfield & Sub-alpine Wet Herb / Grassland / Bog	49,876	49,794	99.8	-	95.6	0.1	0.0	95.7

Non-Forest Ecosystems ^b	Area		Percent Remaining	Status ^c	Percent of Forest Ecosystem (pre-1750) extent in the CAR Reserve System			
	Pre 1750 (ha)	Current (ha)			Dedicated Reserves	Informal Reserve ^d	Prescription ^e	Total
36 Montane / Sub-Alpine Dry Rocky Shrubland	2,830	2,828	99.9	-	96.6	0.4	0.0	97.0
69 Eastern Tablelands Damp Heath - Epacris microphylla/Schoenus apogon	66	63	95.5	R	69.7	0.0	0.0	69.7
125 Montane Wet Heath/Herb Grass – Hypolepsis japonica - Hydrocotyle peduncularis	50	50	100.0	R	38.0	2.0	0.0	40.0
126 Montane Wet Sedgeland - Carex gaudichaudiana	189	189	100.0	R	47.6	0.0	0.0	47.6
131 Sub-alpine Herbfield	35,106	32,815	93.5	-	93.1	0.0	0.0	93.1
134 Eastern Tablelands Dry Heath - Allocasuarina nana	3,635	3,635	100.0	-	33.8	2.1	0.0	36.0

Non-Forest Ecosystems ^b	Area		Percent Remaining	Status ^c	Percent of Forest Ecosystem (pre-1750) extent in the CAR Reserve System			
	Pre 1750 (ha)	Current (ha)			Dedicated Reserves	Informal Reserve ^d	Prescription ^e	Total
140 Northern Coastal Tall Wet Heath	4,385	4,324	98.6	-	17.2	14.6	0.0	31.8
141 Northern Coast (and Escarpment) Wet Heath/Sedge	3,501	3,448	98.5	-	81.2	0.0	1.7	82.8
144 Northern Coast and Hinterland Moist Heath	1,042	1,042	100.0	R	77.8	0.0	0.0	77.8
147 Tablelands Moist Sedge/Herb/Grassland *	43,615	130	0.3	R	0.0	0.0	0.0	0.0
152 Tableland Herb/Grassland - Themeda australis *	5,785	2	0.0	R	0.0	0.0	0.0	0.0
157 ACT/Monaro Dry Grassland – Bothriochloa macra/ Chrysocephalum apiculatum *	78,186	285	0.4	R	0.0	0.0	0.0	0.0
158 Monaro Dry Grassland – Austrostipa spp/ Danthonia ssp *	135,338	230	0.2	R	0.0	0.0	0.0	0.0
186 Mudflats/Saltmarshes	1,135	893	78.7	R	34.7	7.1	0.0	41.9
187 Coastal Headland Heathlands	792	414	52.3	R	15.5	0.1	0.0	15.6
188 Sand-dune Wetlands	535	373	69.7	R	20.7	0.0	0.0	20.7
189 Coastal Alluvial Valley Floor Wetlands	195	143	73.3	R	0.0	0.0	0.0	0.0
190 Rock	2,373	2,362	99.5	-	72.6	3.4	0.0	76.0
22/23 Southern Coastal Hind Dune/Headland Scrub & Southern Coastal Dune Scrub	2,005	1,226	61.1	R	30.6	1.2	0.0	31.8
123/126 Montane Wet Heath/Bog - Baeckea utilis & Montane Wet Sedgeland - Carex gaudichaudiana	2,484	2,296	92.4	-	46.4	1.5	8.9	56.9

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 Southern region, and are therefore only approximate.
 - Forest Ecosystems are as defined in the documents *Forest Ecosystem Classification and Mapping for the Southern CRA Region* CRA Unit, Southern Zone National Parks and Wildlife Service.
 - 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 forest ecosystems 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 other 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, due to size or shape, do not meet the Informal Reserve Category outlined above, and the Harvesting Exclusions Zone.
- * These Forest Ecosystems have been identified as priorities for protection on Private Land (see Attachment 2).

Table 2. Conservation of Old Growth forest in the CAR Reserve System in the Southern region^a.

Forest Ecosystem ^b	Area of Forest Ecosystem (ha)	Percent of Forest Ecosystem as Old Growth	Area Old Growth (ha)	Percent of Old Growth forest in the CAR Reserve System			
				Dedicated Reserve	Informal Reserve ^c	Prescription ^d	Total
1 OG Southern Coastal Hinterland Intermediate Altitude Shrub Dry Forest - <i>E. sieberi</i>	50,567	36.2	18,295	84.0	2.3	0.3	86.7
2 OG Hinterland Heath Shrub Dry Forest - <i>Corymbia gummifera</i> / <i>Syncarpia glomulifera</i>	86,242	35.0	30,181	65.9	0.9	2.5	69.3
3 OG Northern Hinterland Shrub Dry Forest - <i>Syncarpia glomulifera</i> / <i>E. scias</i>	16,215	40.6	6,577	92.0	0.2	0.0	92.1
4 OG Shoalhaven Gorge Dry Heathy Shrub Forest – <i>E. punctata</i> / <i>E. agglomerata</i>	17,822	67.5	12,023	75.8	1.4	0.0	77.2
5 OG Northern Coastal Lowlands Shrub/Grass Dry Forest - mixed tree species	8,846	17.4	1,539	40.5	18.5	2.3	61.3
7 OG Southern Coastal Hinterland Shrub/Tussock Grass Dry Forest - <i>E. sieberi</i>	20,355	10.9	2,225	52.7	11.8	1.5	65.9
8 OG Far Southern Coastal Shrub Dry Forest - <i>E. sieberi</i>	479	9.4	45	46.7	0.0	0.0	46.7
9 OG Coastal Lowlands Cycad/Shrub Dry Forest - <i>Corymbia maculata</i>	55,532	15.4	8,559	29.6	7.7	4.6	41.9
10 OG Southern Coastal Lowlands Shrub/Grass Dry Forest - <i>E. globoidea</i> / <i>E. longifolia</i>	17,634	14.9	2,625	23.7	8.4	8.3	40.5
11 OG Coastal Shrub/Grass Dry Forest - <i>E. botryoides</i> / <i>E. globoidea</i> / <i>Imperata cylindrica</i>	426	14.1	60	63.3	0.0	0.0	63.3
12 OG Coastal Hinterland (Buckenboursa) Shrub/Cycad Dry Forest - <i>Corymbia gummifera</i>	1,005	28.1	282	97.9	0.0	0.0	97.9
13 OG Southern Escarpment Foothills Rainshadow Dry Grass Forest - <i>E. agglomerata</i>	4,192	50.7	2,125	74.7	0.0	0.0	74.7
14 OG Northern Coastal Hinterland Shrub/Grass Dry Forest - <i>E. fibrosa</i> / <i>Corymbia maculata</i>	5,756	23.4	1,349	54.0	33.1	0.0	87.1
15 OG North East Tableland Dry Shrub Forest – <i>E. sieberi</i>	56,597	23.6	13,360	80.6	0.2	0.0	80.8
16 OG North East Tableland Dry Shrub/Tussock Grass Forest - <i>E. agglomerata</i>	15,506	40.8	6,331	75.3	9.2	0.0	84.5
18 OG Southern Coastal Hinterland Shrub/Vine/Grass Moist Forest - <i>E. cypellocarpa</i> / <i>E. muelleriana</i>	50,316	49.3	24,801	71.0	2.8	0.6	74.4
19 OG Coastal Escarpment and Hinterland Shrub/Fern Dry Forest - <i>E. muelleriana</i>	68,666	44.6	30,658	75.1	2.3	0.6	78.0
21 OG Northern Coastal Hinterland Moist Shrub Forest - <i>C. maculata</i> / <i>E. pilularis</i>	69,988	17.4	12,182	52.0	3.2	2.5	57.7
28 OG Coastal Sands Shrub/Fern Forest - <i>E. botryoides</i> / <i>Banksia serrata</i>	2,525	24.4	615	38.7	28.0	0.0	66.7
29 OG Northern Coastal Sands Shrub/Fern Forest - <i>E. pilularis</i> / <i>Banksia serrata</i>	10,838	19.2	2,085	69.0	1.4	0.9	71.2

Forest Ecosystem ^b	Area of Forest Ecosystem (ha)	Percent of Forest Ecosystem as Old Growth	Area Old Growth (ha)	Percent of Old Growth forest in the CAR Reserve System			
				Dedicated Reserve	Informal Reserve ^c	Prescription ^d	Total
35 OG South Coast Acacia Scrubs - <i>Acacia sylvestris</i>	3,980	0.4	16	100.0	0.0	0.0	100.0
40 OG Coastal Hinterland (Deua NP) Dry Shrub Forest (rhyolite) - <i>E. stenostoma</i>	2,828	0.0	0	0.0	0.0	0.0	0.0
43 OG Western Slopes Riparian Moist Sedge Woodland	1,456	0.3	4	0.0	0.0	0.0	0.0
47 OG Far Southern Hinterland Herb/Grass Moist Forest - <i>E. maidenii</i> / <i>E. globoidea</i>	2,415	39.5	955	100.0	0.0	0.0	100.0
48 OG Coastal Lowlands Riparian Herb/Grass Forest - various eucs	1,589	2.3	36	0.0	0.0	0.0	0.0
49 OG Southern Hinterland Shrub/Herb/Grass Riparian Forest - <i>Angophora floribunda</i> / <i>E. elata</i> / <i>Acacia mearnsii</i>	85	10.6	9	100.0	0.0	0.0	100.0
50 OG Southern Escarpment Foothills Herb/Grass Dry Forest- <i>Angophora floribunda</i> / <i>E. globoidea</i>	3,625	20.4	738	35.1	13.4	6.5	55.0
51 OG Araluen Acacia Herb/Grass Dry Forest - <i>E. melliodora</i> / <i>E. maidenii</i>	14,573	28.7	4,183	81.4	2.8	0.5	84.8
55 OG Eastern Tableland Fern/Herb/Grass Moist Forest - <i>E. fastigata</i>	18,926	35.0	6,630	57.8	1.9	0.0	59.7
56 OG Tableland and Escarpment Moist Herb/Fern Grass Forest - <i>E. radiata</i> / <i>E. viminalis</i> / <i>Viola</i> spp	4,882	29.8	1,456	32.6	10.9	0.0	43.5
57 OG Southern Escarpment Shrub/Fern/Herb Moist Forest - <i>E. cypellocarpa</i> incl. <i>E. fastigata</i> & <i>E. obliqua</i>	36,826	29.7	10,945	54.6	8.1	1.4	64.1
58 OG Tableland and Escarpment Wet Layered Shrub Forest - <i>E. fastigata</i> / <i>Olearia argophylla</i> / <i>Dicksonia antarctica</i>	30,714	32.0	9,828	47.2	7.5	6.3	61.1
59 OG Eastern Tableland and Escarpment Shrub/Fern Dry Forest - <i>E. radiata</i> / <i>E. sieberi</i> / <i>Leucopogon lanceolatus</i>	37,166	52.9	19,659	86.2	4.3	0.2	90.7
61 OG Southern Escarpment Edge Moist Shrub Forest - <i>E. fraxinoides</i>	19,184	55.8	10,702	90.9	1.7	0.3	93.0
62 OG Southern Escarpment Edge Moist Shrub/Fern Forest - <i>E. fraxinoides</i> / <i>E. cypellocarpa</i>	13,656	31.5	4,308	36.2	26.9	1.4	64.5
64 OG Southern East Tableland Edge Shrub/Grass Dry Forest - <i>E. dalrympeana</i> / <i>E. radiata</i>	3,259	23.1	754	94.4	1.1	0.0	95.5
66 OG Eastern Tablelands Shrub/Grass Moist Forest - <i>E. dalrympeana</i> / <i>E. radiata</i> / <i>Poa sieberiana</i>	7,633	26.6	2,028	81.6	4.2	0.1	85.8
68 OG North East Tablelands Shrub/Herb/Grass Dry Forest - <i>E. pauciflora</i> / <i>E. viminalis</i> / <i>Lomandra longifolia</i>	1,103	17.2	190	64.7	0.0	30.5	95.3
70 OG Western Escarpment Dry Shrub Forest - <i>E. ives</i> / <i>Xanthorhoea australis</i> / <i>Platylobium formosum</i>	5,832	59.8	3,489	82.7	0.2	5.2	88.1
71 OG Western Tableland Dry Shrub Forest - <i>E. macrorhyncha</i> / <i>Leptospermum brevipes</i>	9,442	13.2	1,251	14.7	1.0	0.0	15.7

Forest Ecosystem ^b	Area of Forest Ecosystem (ha)	Percent of Forest Ecosystem as Old Growth	Area Old Growth (ha)	Percent of Old Growth forest in the CAR Reserve System			
				Dedicated Reserve	Informal Reserve ^c	Prescription ^d	Total
72 OG Tablelands Dry Shrub Forest - <i>E. dives</i> / <i>E. radiata</i> / <i>Bursaria lasiophylla</i>	1,567	35.8	561	74.2	0.0	0.0	74.2
73 OG Eastern Tableland Dry Shrub/Grass Forest - <i>E. pauciflora</i> / <i>E. viminalis</i> / <i>Acacia dealbata</i> / <i>Themeda australis</i>	769	39.4	303	57.4	0.0	40.6	98.0
74 OG South Eastern Tablelands Dry Shrub/Grass/Herb Forest - <i>E. bridgesiana</i> / <i>E. pauciflora</i> / <i>E. rubida</i> / <i>Acaena novae-zealandiae</i>	546	37.0	202	49.5	0.0	0.0	49.5
75 OG Tablelands Shrub/Tussock Grass Forest - <i>E. dives</i> / <i>Chionochloa pallida</i>	70,124	11.0	7,690	15.5	3.2	1.8	20.5
76 OG Tablelands Shrub_Grass Dry Forest	50,156	25.4	12,756	29.2	7.1	0.0	36.3
77 OG Lower Snowy Dry Shrub_Tussock Grass Forest	32,536	42.7	13,889	82.6	0.5	0.0	83.1
78 OG Lower Snowy Dry Shrub_Herb Woodland	38,752	19.4	7,501	38.3	0.0	0.0	38.3
79 OG Montane Dry Shrub/Tussock Grass Forest - <i>E. nortonii</i> / <i>Cassinia longifolia</i> / <i>Chionochloa pallida</i>	69,920	39.9	27,902	89.0	0.0	0.0	89.0
81 OG Eastern Dry Shrub_Herb_Grass Forest	37,242	50.7	18,876	96.4	0.0	0.0	96.4
82 OG Western Montane Acacia Fern_Herb Forest	604	68.0	411	55.2	0.0	0.0	55.2
83 OG Montane Riparian Moist Shrub_Grass_Herb Forest	8,487	41.6	3,529	0.0	0.0	0.0	0.0
85 OG Montane Riparian Moist Shrub_Sedge_Grass Forest	94,998	28.0	26,644	88.3	1.8	0.0	90.1
86 OG Western Montane Moist Shrub Forest	945	33.5	317	52.7	0.0	0.0	52.7
87 OG Western Escarpment Moist Shrub_Herb_Grass Forest	669	58.6	392	99.2	0.0	0.0	99.2
88 OG Western Escarpment Shrub_Grass Forest	4,061	33.2	1,347	98.7	0.0	0.0	98.7
89 OG Eastern Tablelands Acacia/Herb/Grass Forest – <i>E. dalrympleana</i> / <i>E. viminalis</i> / <i>Acacia melanoxylon</i> / <i>Stellaria pungens</i>	69,713	13.6	9,502	95.1	0.0	0.0	95.1
90 OG Northern Tablelands Acacia Herb/Grass Dry Forest - <i>E. bridgesiana</i> / <i>Acacia dealbata</i> / <i>Hydrocotyle laxiflora</i>	587	33.0	194	100.0	0.0	0.0	100.0
91 OG Burrinjuck Acacia Dry Herb_Grass Forest	29,767	34.6	10,308	36.7	9.2	4.4	50.4
92 OG Tablelands Acacia/Grass/Herb Dry Forest - <i>E. bridgesiana</i> / <i>E. melliodora</i> / <i>Acacia mearnsii</i> / <i>Microlaena stipoides</i>	1,347	7.0	94	62.8	8.5	0.0	71.3
93 OG Western Tablelands Herb_Grass Dry Forest	4,424	20.8	919	26.7	0.0	14.1	40.8
94 OG South - west Slopes Acacia Dry Herb_Grass Forest	6,476	6.3	410	8.3	0.0	0.0	8.3
95 OG Tableland Acacia Moist Herb Forest - <i>E. pauciflora</i> / <i>E. dalrympleana</i> / <i>Acacia dealbata</i> / <i>Helichrysum scorpiodes</i>	32,412	34.6	11,221	55.3	10.1	7.0	72.5

Forest Ecosystem ^b	Area of Forest Ecosystem (ha)	Percent of Forest Ecosystem as Old Growth	Area Old Growth (ha)	Percent of Old Growth forest in the CAR Reserve System			
				Dedicated Reserve	Informal Reserve ^c	Prescription ^d	Total
96 OG Tableland Tussock Grass/Herb Forest - <i>E. pauciflora</i> / <i>E. dalrympleana</i> / <i>Poa sieberiana</i>	25,677	24.7	6,342	48.9	11.6	3.4	63.9
97 OG Montane Acacia_Dry Shrub_Herb_Grass Forest	36,549	25.0	9,135	63.5	2.2	0.5	66.2
98 OG Western Montane Moist Shrub Forest	318	8.2	26	100.0	0.0	0.0	100.0
99 OG Montane Dry Shrub_Herb_Grass Forest	67,482	30.5	20,550	88.4	0.3	0.0	88.6
100 OG ACT Montane Dry Shrub_Grass Forest	70,756	28.7	20,334	84.7	0.2	0.0	84.9
101 OG Western Montane Dry Shrub_Herb_Grass Forest	10,172	63.7	6,479	95.9	0.0	0.0	95.9
102 OG Western Montane Dry Fern_Grass Forest	5,567	44.7	2,490	22.5	0.0	0.0	22.5
103 OG Western Montane Dry Fern_Grass Forest	41,254	16.6	6,838	87.5	0.2	0.1	87.7
104 OG Tableland Acacia/Herb/Grass Forest - <i>E. robertsonii</i> / <i>E. dalrympleana</i> / <i>Acacia dealbata</i> / <i>Platylobium formosum</i> / <i>Senecio</i> sp. <i>E</i>	2,869	49.5	1,421	86.8	12.4	0.0	99.2
106 OG Montane Dry Shrub_Tussock Forest	49,332	29.4	14,492	70.3	7.4	1.2	78.8
107 Central Tableland/ACT Montane Dry Shrub Forest - <i>E. dalrympleana</i> / <i>E. dives</i> / <i>Hibbertia obtusifolia</i>	41,116	29.2	11,998	87.2	2.1	2.0	91.3
108 OG Western Tablelands Dry Herb_Grass Forest	29,551	28.5	8,412	97.1	0.0	0.0	97.1
109 OG Widespread Tablelands Dry Shrub/Tussock Grass Forest - <i>E. dives</i> / <i>E. mannifera</i> / <i>E. macrorhyncha</i> / <i>Hibbertia obtusifolia</i> / <i>Chionochloa pallida</i>	20,330	29.0	5,892	44.2	2.1	0.0	46.2
110 OG Tablelands Dry Shrub/Grass Forest - <i>E. dives</i> / <i>E. mannifera</i> / <i>E. macrorhyncha</i> / <i>Poa sieberiana</i>	75,056	45.5	34,144	74.0	6.3	4.9	85.2
112 OG Eastern Tablelands Dry Shrub Forest - <i>E. sieberi</i> / <i>E. dives</i> / <i>Brachyloma daphnoides</i> / <i>Poa sieberiana</i>	28,497	30.8	8,765	33.0	13.5	0.6	47.1
113 OG North East Tablelands Dry Shrub/Grass Forest - <i>E. mannifera</i> / <i>E. dives</i> / <i>Brachyloma daphnoides</i> / <i>Dianella revoluta</i>	18,393	47.9	8,813	55.9	2.3	0.8	59.0
114 OG Tablelands Dry Shrub/Tussock Grass Forest - <i>E. macrorhyncha</i> / <i>E. rossii</i> / <i>E. goniocalyx</i> / <i>Chionochloa pallida</i>	7,646	14.3	1,097	43.3	4.8	2.2	50.3
115 OG South East Tablelands Dry Shrub/Tussock Grass Forest - <i>E. rossii</i> / <i>E. mannifera</i> / <i>Pultenaea procumbens</i> / <i>Chionochloa pallida</i>	50,342	18.8	9,468	35.1	3.8	0.0	38.9
116 OG Western Slopes Herb_Grass Woodland	25,018	22.0	5,492	26.5	1.9	0.0	28.4
118 OG Western Slopes Dry Grass Forest	59,766	35.9	21,471	9.0	8.3	0.0	17.3
119 OG Western Tablelands Dry Shrub_Grass Forest	4,052	11.6	469	11.9	0.0	0.0	11.9
120 OG Western Slopes Shrub_Herb_Grass Dry Forest	308	64.0	197	7.1	37.1	0.0	44.2

Forest Ecosystem ^b	Area of Forest Ecosystem (ha)	Percent of Forest Ecosystem as Old Growth	Area Old Growth (ha)	Percent of Old Growth forest in the CAR Reserve System			
				Dedicated Reserve	Informal Reserve ^c	Prescription ^d	Total
121 OG Western Slopes Grass_Herb Dry Forest	36,151	29.7	10,752	42.2	16.9	1.6	60.7
124 OG Western Montane Wet Heath/Herb Grass Woodland – E. pauciflora/Epacris breviflora	10,354	11.6	1,198	38.1	7.5	0.0	45.6
128 OG Sub-alpine Dry Shrub_Herb Woodland	61,833	40.8	25,258	50.7	9.9	5.5	66.2
130 OG Sub-alpine Shrub_Grass Woodland	300	11.0	33	100.0	0.0	0.0	100.0
137 OG Coastal Escarpment Moist Shrub/Fern Forest - E. sieberi/E. piperita/Gleichenia dicarpa	4,390	2.8	125	44.0	3.2	0.0	47.2
138 OG Northern Plateau and Escarpment Heath Shrub Dry Forest - E. sieberi/E. considianiana	45,894	43.4	19,912	91.3	0.0	0.0	91.3
139 OG Northern Coastal Hinterland Heath Shrub Dry Forest - C. gummifera/E. sclerophylla	66,452	57.8	38,415	99.4	0.5	0.0	99.9
146 OG Tableland Dry Herb/Grass Woodland - E. pauciflora/E. stellulata/Asperula scoparia	32,815	0.1	42	100.0	0.0	0.0	100.0
160 OG Western Slopes Dry Grass Woodland - E. blakelyi/E. melliodora/Danthonia racemosa	14,476	38.3	5,544	91.4	0.0	2.1	93.5
171 OG Northern Coastal Shrub/Grass Forest - E. tereticornis	30,823	33.0	10,183	89.5	0.7	1.3	91.5
174 OG Shoalhaven Gorge Forest - E. tereticornis / E.melliodora	48,057	36.6	17,570	79.9	1.0	0.7	81.5
175 OG Northern Coastal Lowlands Swamp Forest - E. robusta	1,164	5.1	59	94.9	0.0	0.0	94.9
176 OG Morton Plateau Mallee Swamp Low Forest	130	1.5	2	0.0	0.0	0.0	0.0
179 OG Eastern Deua dry shrub Forest - Angophora costata	285	0.4	1	100.0	0.0	0.0	100.0
181 OG North-eastern Tablelands Gully Fern Forest - E.elata / Calochlaena dubia	230	11.3	26	50.0	0.0	0.0	50.0
192 OG South West Slopes Tall Shrubland Low Forest	3,646	4.3	157	21.0	20.4	0.0	41.4
129/133 OG Alpine Wet Herbfield & Sub-alpine Wet Herb / Grassland / Bog	3,512	19.1	671	99.0	0.1	0.0	99.1

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 Southern region, and are therefore only approximate.
- Old growth Forest Ecosystems were defined using a range of values characteristic of old growth, including aerial photographic interpretation and information on disturbance from logging and fire. Further information is available in the report *Old-growth Forest Related Projects – Southern Region – A Project undertaken as part of the NSW Comprehensive Regional Assessments*, National Parks and Wildlife Service, 2001.
- 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, due to the size or shape, do not meet the Informal Reserve Category outlined above, and the Harvesting Exclusions Zone.

Wilderness

15 93.2% of Wilderness, as defined in the JANIS Reserve Criteria (ie *National Wilderness Inventory* (Lesslie and Maslen 1995) minimum rating 12 in patches

greater than 8000ha), in the Southern region is protected within Dedicated Reserves under this Agreement. Of the Wilderness outside Dedicated Reserve, two thirds is on freehold or leasehold land. Informal Reserves provide a level of additional protection for Wilderness.

Additional Protection for Forest Ecosystems

16 The Integrated Forestry Operations Approval applying to the Southern region will provide additional protection for Rare non-commercial Forest Types as in *Research Note No. 17 Forest Types in New South Wales* (Forestry Commission of New South Wales, Sydney 1989). Until such time as there is an Integrated Forestry Operations Approval covering the Southern region, Rare non-commercial Forest Ecosystems will be protected under the provisions of the licences issued to SFNSW and applying in the region at the time of signing this Agreement. These Rare non-commercial Forest Ecosystems to be protected include:

- | | |
|-----|---|
| 24 | Coastal Wet Heath Swamp Forest – <i>Casuarina glauca/Melaleuca ericifolia</i> |
| 25 | South Coast Swamp Forest Complex – <i>Casuarina glauca</i> |
| 73 | Eastern Tablelands Dry Shrub/Grass Forest |
| 164 | Coastal Escarpment Cool Temperate Rainforest |
| 168 | Ecotonal Granite Dry Rainforest – <i>Backhousia myrtifolia/Pittosporum undulatum/Angophora floribunda/Doodia aspera</i> |
| 185 | Mangrove Estuarine Low Forest |

Rainforest Protection

17 The Integrated Forest Operations Approval applying to the Southern region will provide additional protection for rainforest, as defined by Research Note 17, FCNSW 1989 and the CRA Aerial Photograph Interpretation Project (CRAFTI). Additionally any area of land within 20m of the boundaries of warm temperate rainforest will be protected. Until such time as there is an Integrated Forestry Operations Approval applying to the Southern region, rainforest, including any area of land within 20m of warm temperate rainforest, will be protected under the provisions of the licences issued to SFNSW and applying in the region at the time of signing this Agreement.

Management of CAR Values

18 Plans of Management for the Dedicated Reserve and Informal Reserve elements of the CAR Reserve System clearly identifying the CAR Values and the actions being taken in each reserve to appropriately manage and conserve those values will be finalised by 31 January 2006.

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

ATTACHMENT 2
(clauses 55, 58 and Attachment 1)

PRIVATE LAND CONSERVATION

- 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.
- 3 Both Parties agree that the following objectives should apply to the voluntary protection of CAR Values on Private Land:
 - to 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 voluntary conservation management on private forested land in the Southern 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 include:
 - 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 Consistent with clause 58 priority Forest Ecosystems for voluntary conservation on Private Land have been listed and prioritised for the Southern region in Table 1 and 2.
- 8 NSW will establish Regional Vegetation Committees in the Southern region and provide them with funding for the conservation of Forest Ecosystems that are rare or non-existent on Public Lands.

Table 1 Private land priorities for the Southern CAR Reserve System

Priority for voluntary protection of Forest Ecosystems		
Very High Priority	High Priority	Moderate Priority
Forests		
161 Tablelands and Slopes Dry Herb/Grassland/ Woodland - E.melliodora/Danthonia racemosa	92 Tablelands Acacia/Grass/Herb Dry Forest - E. bridgesiana/E. melliodora/ Acacia mearnsii/Microlaena stipoides	90 Northern Tablelands Acacia Herb/Grass Dry Forest - E. bridgesiana/ Acacia dealbata/Hydrocotyle laxiflora
27 Ecotonal Coastal Swamp Forest - Casuarina glauca/E. botryoides	177 Illawarra Lowland Sub-Tropical Rainforest	94 South-west Slopes Acacia Dry Herb/Grass Forest - E. bridgesiana/ E. macrorhyncha/Acacia dealbata/ Microlaena stipoides
173 Northern Grass Herb Forest on Basalt	25 South Coast Swamp Forest - Casuarina glauca	113 North East Tablelands Dry Shrub/Grass Forest - E. mannifera/ E. dives/Brachyloma daphnoides/ Dianella revoluta
160 Western Slopes Dry Grass Woodland - E. blakelyi/E. melliodora/Danthonia racemosa	119 Western Tablelands Dry Shrub/Grass Forest - E. macrorhyncha/ E. polyanthemos/Hibbertia obtusifolia/ Gonocarpus tetragynus	109 Widespread Tablelands Dry Shrub/Tussock Grass Forest - E. dives/E. mannifera/ E. macrorhyncha/Hibbertia obtusifolia/Chionochloa pallida
154 Tableland Dry Grass Woodland – E. bridgesiana/Themeda australis	73 Eastern Tableland Dry Shrub/Grass Forest – E. pauciflora/E. viminalis/Acacia dealbata/ Themeda australis	114 Tablelands Dry Shrub/Tussock Grass Forest - E.macrorhyncha/E.rossii/ E. goniocalyx/Chionochloa pallida

Priority for voluntary protection of Forest Ecosystems		
Very High Priority	High Priority	Moderate Priority
Forests		
116 Western Slopes Herb/Grass Woodland - E. blakelyi/Microlaena stipoides/Hydrocotyle laxiflora	76 Tablelands Shrub/Grass Dry Forest – E. rubida/E. pauciflora/Themeda australis	80 ACT Dry Shrub/Herb Forest – E. dives/E. bridgesiana/Cassinia longifolia/Hydrocotyle laxiflora
162 Western Slopes Moist Herb/Sedge/Grass Woodland – E. blakelyi/Carex appressa	74 South Eastern Tablelands Dry Shrub/Grass/Herb Forest - E. bridgesiana/ E. pauciflora/E. rubida/ Acaena novae-zealandiae	
43 Western Slopes Riparian Moist Sedge Woodland - E. camaldulensis	24 Coastal Tall Wet Heath Swamp Forest - Casuarina glauca/Melaleuca ericifolia	
117 Western Slopes Dry Grass Woodland - E. albens/Microlaena stipoides/Bothriochloa macra	112 Eastern Tablelands Dry Shrub Forest - E. sieberi/E. dives/Brachyloma daphnoides/Poa sieberiana	
118 Western Slopes Dry Grass Forest – E. sideroxylon/E. blakelyi/ E. goniocalyx/Elymus scaber		
120 Western Slopes Shrub/Herb/Grass Dry Forest - E. macrorhyncha/ E. albens/Hydrocotyle laxiflora/ Microlaena stipoides		
146 Tableland Dry Herb/Grass Woodland - E. pauciflora/E. stellulata/ Asperula scoparia		
148 Tableland Tussock Grassland /Sedgeland/ Woodland - Poa labillardieri		
171 Northern Coastal Shrub/Grass Forest - E. tereticornis		
178 Robertson Warm Temperate Rainforest		

Non-Forests – Very High Priority	
152 Tableland Herb/Grassland - Themeda australis	157 ACT/Monaro Dry Grassland - Bothriochloa macra/Chrysocephalum apiculatum
158 Monaro Dry Grassland - Austrostipa spp/ Danthonia ssp	147 Tablelands Moist Sedge/Herb/Grassland

Notes Accompanying Table 1

- The Forest Ecosystems listed are presented in order of priority for voluntary protection on private land. They have been identified based on the following criteria:
 - Identification by an expert panel convened during the Southern CRA as forest ecosystems of concern on Private Land;
 - Very High Priority - Ecosystems with 100% target set and not met, that have extant occurrences on Private Land;
 - High Priority - Ecosystems with 60% target set and not met, that are ranked as vulnerable and are more than 40% cleared;
 - Medium Priority - Ecosystems with 15% target set and not met, that are more than 40% cleared.

Table 2 Private land priorities for the Southern CAR Reserve System – Unmapped Ecosystems

Very High to High Priority	
39 Tableland Herb/Grassland	153 Tablelands and Slopes Herb/Grassland/ Woodland - Themeda australis plus E. pauciflora/E. rubida
151 Tableland Sedge/Grass Herbland - Themeda australis/Carex appressa	194 North-east Riparian Forest - E. amplifolia

Notes Accompanying Table 2

The forest ecosystems listed in Table 2 were not mapped as part of the Forest Ecosystem Mapping project, and as such do not appear in the forest ecosystem layer or in the RFA Attachment 1 table. The forest ecosystems are distributed in small and scattered patches, which were not identifiable on a regional scale map. Field validation is likely to locate these forest ecosystems in the Southern RFA region. Wherever they are located they should be treated as a priority for protection on private land.

**THREATENED FLORA, FAUNA AND ECOLOGICAL
COMMUNITIES**

- 1 Both Parties recognise the range of mechanisms to conserve the habitat of endangered and vulnerable flora and fauna in the Southern 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 ecological communities; and (iv) the development of Recovery Plans for species, populations and communities listed under the *Threatened Species Conservation Act 1995* (NSW) and the *Environment Protection and Biodiversity Conservation Act 1999* (Cwlth). Key species are protected by a combination of reservation and prescription.
- 2 Current priorities for developing Recovery Plans for threatened forest dependent fauna and flora for the next five years 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 Recovery Plans under the *Threatened Species Conservation Act 1995* (NSW) meet the requirements of the *Environment Protection and Biodiversity Conservation Act 1999* (Cwlth), the Commonwealth will consider adopting them under the *Environment Protection and Biodiversity Conservation Act 1999* (Cwlth).

Threatening Processes

- 4 Threat Abatement Plans under the *Environment Protection and Biodiversity Conservation Act 1999* (Cwlth) for Predation by the Feral Cat, Predation by the European Red Fox (*Vulpes vulpes*), Competition and Land Degradation by the European Rabbit, and Competition and Land Degradation by the Feral Goat, have been finalised and approved by the Minister. A priority for a Threat Abatement Plan under the Act is 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 by 31 December 2001.

Table 1: Priority species for preparation of Recovery Plans (over next five years)

Scientific name	Common Name	NSW Status	National Status	Completion Date
<i>Acacia bynoeana</i>	Bynoe Wattle	Vulnerable	Vulnerable	National Plan by July 2005, State Plan by January 2006
<i>Acacia flocktoniae</i>		Vulnerable	Vulnerable	National Plan by July 2005, State Plan by January 2006
<i>Acacia georgensis</i>	Dr. George's Wattle	Vulnerable	Vulnerable	National Plan by July 2005, State Plan by December 2001
<i>Acacia phasmoides</i>	Phantom Wattle	Vulnerable	Vulnerable	National Plan by July 2005, State Plan by January 2006
<i>Ammobium craspedioides</i>	Yass Daisy	Vulnerable	Vulnerable	National Plan by July 2005, State Plan by December 2001
<i>Aprasia parapulchella</i>	Pink-tailed Legless Lizard	Vulnerable	Vulnerable	National Plan by July 2005, State Plan by December 2001
<i>Boronia deanei</i>	Deane's Boronia	Vulnerable	Vulnerable	National Plan by July 2005, State Plan by January 2006
<i>Burhinus grallarius</i>	Bush Stone-curlew	Endangered	Not listed	State Plan by December 2001
<i>Burramys parvus</i>	Mountain Pygmy-possum	Vulnerable	Endangered	National Plan by July 2003, State Plan by December 2001
<i>Caladenia concolor</i>	Crimson Spider Orchid	Endangered	Not listed	State Plan by December 2001
<i>Caladenia tessellata</i>	Daddy Long-legs	Vulnerable	Vulnerable	National Plan by July 2005, State Plan by January 2006
<i>Callitris oblonga</i>	Pigmy Corang Cypress Pine	Vulnerable	Endangered	National Plan by July 2003, State Plan by December 2001
<i>Calotis glandulosa</i>	Mauve Burr-daisy	Vulnerable	Vulnerable	National Plan by July 2005, State Plan by January 2006
<i>Calyptrorhynchus lathami</i>	Glossy Black-Cockatoo	Vulnerable	Not listed	State Plan by January 2006
<i>Chalinolobus dwyeri</i>	Large Pied Bat	Vulnerable	Not listed	State Plan by January 2006
<i>Charadrius rubricollis</i>	Hooded Plover	Endangered	Vulnerable	National Plan by July 2005, State Plan by December 2001
<i>Correa baeuerlenii</i>	Chef's Cap Correa	Vulnerable	Vulnerable	National Plan by July 2005, State Plan by January 2006
<i>Cryptostylis hunteriana</i>	Leafless Tongue Orchid	Vulnerable	Vulnerable	National Plan by July 2005, State Plan by January 2006
<i>Cynanchum elegans</i>		Endangered	Endangered	National Plan by July 2003, State Plan by December 2001
<i>Daphnandra sp C (sp 1 Illawarra)</i>		Endangered	Endangered	National Plan by July 2003, State Plan by December 2001
<i>Dasyornis brachypterus</i>	Eastern Bristlebird	Endangered	Endangered	National Plan by July 2003, State Plan by December 2001
<i>Dasyurus maculatus</i>	Tiger Quoll	Vulnerable	Vulnerable	National Plan by July 2005, State Plan by January 2006
<i>Delma impar</i>	Striped Legless Lizard	Vulnerable	Vulnerable	National Plan by July 2005, State Plan by December 2001
<i>Discaria nitida</i>	Anchor Plant	Endangered	Not listed	State Plan by December 2001
<i>Diuris aequalis</i>	Buttercup Doubletail	Vulnerable	Vulnerable	National Plan by July 2005, State Plan by January 2006
<i>Eucalyptus aquatica</i>	Broad-leaved Sallee	Vulnerable	Vulnerable	National Plan by July 2005, State Plan by January 2006
<i>Eucalyptus kartzoffiana</i>	Araluen Gum	Vulnerable	Vulnerable	National Plan by July 2005, State Plan by January 2006
<i>Eucalyptus langleyi</i>	Albatross Mallee	Vulnerable	Vulnerable	National Plan by July 2005, State Plan by January 2006
<i>Eucalyptus parvula</i>	Small-leaved Gum	Vulnerable	Vulnerable	National Plan by July 2005, State Plan by January 2006
<i>Eucalyptus pulverulenta</i>	Silver-leaved Gum	Vulnerable	Vulnerable	National Plan by July 2005, State Plan by January 2006
<i>Eucalyptus recurva</i>	Mongarlowe Mallee	Endangered	Endangered	National Plan by July 2003, State Plan by December 2001
<i>Eucalyptus saxatilis</i>	Suggan Buggan Mallee	Endangered	Not listed	State Plan by December 2001
<i>Eucalyptus sturgissiana</i>	Ettrema Mallee	Vulnerable	Not listed	State Plan by January 2006
<i>Falsistrellus tasmaniensis</i>	Great Pipistrelle	Vulnerable	Not listed	State Plan by January 2006
<i>Genoplesium plumosum</i>	Tallong Midge Orchid	Endangered	Endangered	National Plan by July 2003, State Plan by December 2001
<i>Genoplesium vernalis</i>			Endangered	National Plan by July 2003, State Plan by March 2003

Scientific name	Common Name	NSW Status	National Status	Completion Date
<i>Gentiana bredboensis</i>	Bredbo Gentian	Vulnerable	Vulnerable	National Plan by July 2005, State Plan by January 2006
<i>Gentiana wingecarribiensis</i>	Wingecarribee Gentian	Endangered	Endangered	National Plan by July 2003, State Plan by December 2001
<i>Grevillea iaspicula</i>	Wee Jasper Grevillea	Vulnerable	Endangered	National Plan by July 2003, State Plan by December 2001
<i>Grevillea molyneuxii</i>	Tallowa Grevillea	Endangered	Endangered	National Plan by July 2003, State Plan by January 2001
<i>Grevillea rivularis</i>	Carrington Falls Grevillea	Endangered	Endangered	National Plan by July 2003, State Plan by December 2001
<i>Grevillea wilkinsonii</i>	Tumut Grevillea	Endangered	Endangered	National and State Plan by January 2001
<i>Haloragis exalata exalata</i>	Square Raspwort	Vulnerable	Vulnerable	National Plan by July 2005, State Plan by January 2006
<i>Heleioporus australiacus</i>	Giant Burrowing Frog	Vulnerable	Vulnerable	National Plan by July 2005, State Plan by January 2006
<i>Hoplocephalus bungaroides</i>	Broad Headed Snake	Endangered	Vulnerable	National Plan by July 2005, State Plan by December 2001
<i>Irenephorsus trypherus</i>	Delicate Cress	Vulnerable	Endangered	National Plan by July 2003, State Plan by January 2006
<i>Isoodon obesulus</i>	Southern Brown Bandicoot	Endangered	Not listed	State Plan by December 2001
<i>Kerivoula papuensis</i>	Golden-tipped Bat	Vulnerable	Not listed	State Plan by January 2006
<i>Kunzea cambagei</i>	Cabbage Kunzea	Vulnerable	Vulnerable	National Plan by July 2005, State Plan by January 2006
<i>Lathamus discolor</i>	Swift Parrot	Endangered	Endangered	National Plan complete, State Plan by December 2001
<i>Leptospermum thompsonii</i>	Monga Tea-tree	Vulnerable	Vulnerable	National Plan by July 2005, State Plan by December 2001
<i>Litoria aurea</i>	Green and Golden Bell Frog	Endangered	Vulnerable	National Plan by July 2005, State Plan by December 2001
<i>Litoria booroolongensis</i>	Booroolong Frog	Endangered	Not listed	State Plan by December 2001
<i>Lophoictinia isura</i>	Square-tailed Kite	Vulnerable	Not listed	State Plan by January 2006
<i>Mastacomys fuscus</i>	Broad-toothed Rat	Vulnerable	Not listed	State Plan by December 2001
<i>Melaleuca biconvexa</i>	Biconvex Paperbark	Vulnerable	Vulnerable	National Plan by July 2005, State Plan by January 2006
<i>Micromyrtus minutiflora</i>		Vulnerable	Vulnerable	National Plan by July 2000, State Plan by January 2006
<i>Miniopterus schreibersii</i>	Common Bent-wing Bat	Vulnerable	Not listed	State Plan by January 2006
<i>Mixophyes balbus</i>	Stuttering Barred Frog	Vulnerable	Not listed	State Plan by December 2001
<i>Monotaxis macrophylla</i>	Large-leaf Monotaxis	Endangered	Not listed	State Plan by December 2001
<i>Monotoca rotundifolia</i>	Trailing Monotoca	Endangered	Not listed	State Plan by December 2001
<i>Mormopterus norfolkensis</i>	Eastern Little Mastiff-bat	Vulnerable	Not listed	State Plan by January 2006
<i>Myotis adversus</i>	Large-footed Mouse-eared Bat	Vulnerable	Not listed	State Plan by January 2006
<i>Neophema pulchella</i>	Turquoise Parrot	Vulnerable	Not listed	State Plan by January 2006
<i>Ninox connivens</i>	Barking Owl	Vulnerable	Not listed	State Plan by December 2001
<i>Ninox strenua</i>	Powerful Owl	Vulnerable	Not listed	State Plan by December 2001
<i>Pachycephala olivacea</i>	Olive Whistler	Vulnerable	Not listed	State Plan by January 2006
<i>Pedionomus torquatus</i>	Plains Wanderer	Endangered	Vulnerable	National Plan by July 2005, State Plan by December 2001
<i>Persicaria elatior</i>	Tall Knotweed	Vulnerable	Vulnerable	National Plan by July 2005, State Plan by January 2006
<i>Persoonia glaucescens</i>	Mittagong Geebung	Vulnerable	Vulnerable	National Plan by July 2005, State Plan by January 2006
<i>Petaurus australis</i>	Yellow-bellied Glider	Vulnerable	Not listed	State Plan by January 2006
<i>Petaurus norfolcensis</i>	Squirrel Glider	Vulnerable	Not listed	State Plan by January 2006
<i>Petrogale penicillata</i>	Brush-tailed Rock Wallaby	Vulnerable	Vulnerable	National Plan by July 2005, State Plan by January 2006
<i>Petroica rodinogaster</i>	Pink Robin	Vulnerable	Not listed	State Plan by January 2006
<i>Phascogale tapoatafa</i>	Brush-tailed Phascogale	Vulnerable	Not listed	State Plan by January 2006
<i>Phascolarctos cinereus</i>	Koala	Vulnerable	Not listed	State Plan by December 2001
<i>Phyllota humifusa</i>	Dwarf Phyllota	Vulnerable	Not listed	State Plan by January 2006
<i>Plinthanthesis rodwayi</i>	Budawangs Wallaby-grass	Vulnerable	Vulnerable	National Plan by July 2005, State Plan by January 2006

Scientific name	Common Name	NSW Status	National Status	Completion Date
<i>Polytelis swainsonii</i>	Superb Parrot	Vulnerable	Vulnerable	National Plan by July 2005, State Plan by January 2006
<i>Pomaderris cotoneaster</i>	Cotoneaster Pomaderris	Endangered	Endangered	National Plan by July 2003, State Plan by December 2001
<i>Pomaderris gilmourii</i> var <i>cana</i>	Grey Deua Pomaderris	Vulnerable	Vulnerable	National Plan by July 2005, State Plan by January 2006
<i>Pomaderris pallida</i>	Pale Pomaderris	Vulnerable	Vulnerable	National Plan by July 2005, State Plan by January 2006
<i>Pomaderris parrisiae</i>	Parris' Pomaderris	Endangered	Vulnerable	National Plan by July 2005, State Plan by December 2001
<i>Pomaderris sericea</i>	Silky Pomaderris	Vulnerable	Vulnerable	National Plan by July 2005, State Plan by January 2006
<i>Potorous tridactylus</i>	Long-nosed Potoroo	Vulnerable	Vulnerable	National Plan by July 2005, State Plan by December 2001
<i>Prasophyllum affine</i>	Culburra Leek Orchid	Endangered	Endangered	National Plan by July 2003, State Plan by December 2001
<i>Prasophyllum morgani</i>	Cobungra Leek Orchid	Vulnerable	Vulnerable	National Plan by July 2005, State Plan by January 2006
<i>Prasophyllum petilum</i>	Boorowa Leek Orchid	Endangered	Endangered	National Plan by July 2003, State Plan by December 2001
<i>Prasophyllum uroglossum</i>	Wingecarribee Leaf Orchid	Endangered	Endangered	National Plan by July 2003, State Plan by December 2001
<i>Prostanthera densa</i>	Villous Mint-bush	Vulnerable	Vulnerable	National Plan by July 2005, State Plan by January 2006
<i>Pseudomys fumeus</i>	Smoky Mouse	Endangered	Endangered	National Plan by July 2003, State Plan by December 2001
<i>Pseudophryne australis</i>	Red-crowned Toadlet	Vulnerable	Not listed	State Plan by January 2006
<i>Pseudophryne pengilleyi</i>	Northern Corroboree Frog	Vulnerable	Vulnerable	National Plan by July 2005, State Plan by December 2001
<i>Pterostylis gibbosa</i>	Pouched Greenhood	Endangered	Endangered	National Plan by July 2003, State Plan by December 2001
<i>Pterostylis pulchella</i>	Waterfall Greenhood	Vulnerable	Vulnerable	National Plan by July 2005, State Plan by January 2006
<i>Pultenaea aristata</i>	Prickly Bush-pea	Vulnerable	Vulnerable	National Plan by July 2005, State Plan by January 2006
<i>Pultenaea baeuerlenii</i>	Budawang Bush-pea	Vulnerable	Vulnerable	National Plan by July 2005, State Plan by January 2006
<i>Ranunculus anemoneus</i>	Anemone Buttercup	Vulnerable	Vulnerable	National Plan by July 2005, State Plan by January 2001
<i>Restio longipes</i>	Dense Cord-rush	Vulnerable	Vulnerable	National Plan by July 2005, State Plan by January 2006
<i>Rulingia prostrata</i>	Dwarf Kerrawang	Endangered	Endangered	National Plan by July 2003, State Plan by December 2001
<i>Rutidosia leirolepis</i>	Monaro Golden Daisy	Vulnerable	Vulnerable	National Plan by July 2005, State Plan by January 2006
<i>Rutidosia leptorrhynchoides</i>	Button Wrinklewort	Endangered	Endangered	National Plan complete, State Plan by December 2001
<i>Saccolaimus flaviventris</i>	Yellow-bellied Sheath-tail-bat	Vulnerable	Not listed	State Plan by January 2006
<i>Scoteanax rueppellii</i>	Greater Broad-nosed Bat	Vulnerable	Not listed	State Plan by January 2006
<i>Sminthopsis leucopus</i>	White-footed Dunnart	Vulnerable	Not listed	State Plan by December 2002
<i>Swainsona recta</i>	Mountain Swainson-pea	Endangered	Endangered	National Plan by July 2003, State Plan by December 2001
<i>Syzygium paniculatum</i>	Creek Satin Ash	Vulnerable	Vulnerable	National Plan by July 2005, State Plan by January 2006
<i>Thesium australe</i>	Austral Toad-flax	Vulnerable	Vulnerable	National Plan by July 2005, State Plan by January 2006
<i>Triplarina nowraensis</i>	Nowra Heath Myrtle	Endangered	Endangered	National and State Plan by December 2001
<i>Tyto novaehollandiae</i>	Masked Owl	Vulnerable	Not listed	State Plan by December 2001
<i>Tyto tenebricosa</i>	Sooty Owl	Vulnerable	Not listed	State Plan by December 2001
<i>Varanus rosenbergi</i>	Heath Monitor	Vulnerable	Not listed	State Plan by January 2006
<i>Westringia kydrensis</i>	Kydra Westringia	Endangered	Endangered	National Plan by July 2003, State Plan by December 2001
<i>Xanthomyza phrygia</i>	Regent Honeyeater	Endangered	Endangered	National Plan by July 2003, State Plan by December 2001

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<i>Zieria adenophora</i>	Araluen Zieria	Endangered	Endangered	National Plan by July 2003, State Plan by December 2001
<i>Zieria baeuerlenii</i>	Bomaderry Zieria	Endangered	Endangered	National Plan by July 2003, State Plan by December 2001
<i>Zieria citriodora</i>	Lemon Zieria	Vulnerable	Vulnerable	National Plan by July 2005, State Plan by January 2006
<i>Zieria granulata</i>	Narrow-leaf Zieria	Endangered	Endangered	National Plan by July 2003, State Plan by December 2001
<i>Zieria involucrata</i>		Vulnerable	Vulnerable	National Plan by July 2005, State Plan by January 2006
<i>Zieria murphyi</i>	Velvet Zieria	Vulnerable	Vulnerable	National Plan by July 2005, State Plan by January 2006
<i>Zieria tuberculata</i>	Warty Zieria	Vulnerable	Vulnerable	National Plan by July 2005, State Plan by January 2006

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 Southern region (the Joint Study) and agree that National Estate values exist as documented in publicly available plots of GIS coverages and the document: *Identification, Assessment and Protection of National Estate Values in Southern NSW CRA Region* (Environment Australia 2000).
2. 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 Southern region.
3. 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 8.
4. 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; and

- It is productive, effective and necessary to work with the community to manage heritage values.
5. Parties agree that the management of cultural values, both Aboriginal and non-Aboriginal, in the Southern region, be undertaken consistent with the guidelines in the *Protective Mechanisms for Cultural Heritage – Southern Region*. The above guidelines are based on the principles of *The Burra Charter (The Australian ICOMOS Charter for Places of Cultural Significance)* which provides the framework for the protection of cultural heritage sites and places. The Commonwealth acknowledges that the Cultural Heritage Guidelines attached to the *Integrated Forestry Operations Approval for the Upper North East Region* that will be attached to the Integrated Forestry Operations Approval covering the Southern region are consistent with the above documents.
 6. Parties agree to maintain the databases of the values identified in the Joint Study and cooperate in relation to access to the data.
 7. 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 Tables 1 and 2 and subject to Attachment 8.

Existing listings

8. 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

9. 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.
10. 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; and

- Boundaries for listing National Estate places will be based on identified values and will follow the boundaries of Dedicated Reserves, Informal Reserves, natural topographic features, management boundaries and/or roads as appropriate.
11. For places arising from the Joint Study, only places identified by the above principles will be listed in the Register of the National Estate.
 12. Parties note that the identification and assessment of cultural and natural National Estate values for the CRAs have been completed with the exception of Aboriginal heritage throughout the region and non-Aboriginal heritage places and values in some parts of the region as outlined in clause 14.
 13. Parties note that the Commission will continue to consult with New South Wales and Aboriginal communities in an effort to finalise the identification and assessment of Aboriginal heritage places and values.
 14. Parties note that at the time non-Aboriginal heritage was identified and assessed the boundaries of the Southern RFA region were configured as described in the State Forest map of the South CRA Region dated August 1997. Two small areas of the current Southern RFA region, one near Moss Vale in the coastal sub-region and the other to the north west of Holbrook, were not assessed for non-Aboriginal cultural heritage (social, aesthetic and historic values). Parties note that New South Wales, in consultation with the Commission, has agreed to undertake the identification and assessment of outstanding cultural heritage values in these remaining areas by 31 December 2001.
 15. Parties note that in the Southern 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. These values include vegetation succession (A.2), and vegetation communities characteristic of their class (D.1). Some values, being localised, are covered by protection mechanisms agreed in the RFA. See Table 1 for further details. 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.

Future Listings

16. Parties note that the Commission does not intend to undertake any further regional studies of forests in the Southern region.
17. 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 Southern region and that it therefore does not anticipate listing additional large places in the region.

18. 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 Southern region National Estate database, and to consider any new research or information provided.
19. 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.
20. 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 Southern 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 in 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.
21. Parties note that the Commission may delegate preparation of section 30 advice with respect to National Estate in the Southern region to an appropriate official in a New South Wales Agency. This delegation would be limited to the Southern region, and those operations that affect those aspects of the forest estate documented in the CRA.

Table 1. SOUTHERN REGION - 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 Southern RFA
		Dedicated Reserve	Informal Reserve	Total		
Wilderness (A.2, B.1)^c	High sensitivity to unnatural disturbance. Low resilience to forestry activities.	97.2	0.5	97.7	<i>Wilderness Act 1987.</i>	NPWS Environmental Management System.
Old Growth Forest and Rare Old Growth Forest (A.2 & B.1)^c	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(A) and 1(B)	Old Growth 90.0 Rare Old Growth 83.7	4.4 8.5	94.4 92.2	<i>Threatened Species Conservation Act 1995,</i> <i>Environmental Planning and Assessment Act 1979;</i> <i>National Parks and Wildlife Act 1974,</i> <i>Environment Protection and Biodiversity Conservation Act 1999;</i> <i>Native Vegetation Conservation Act 1997;</i>	Regional ESFM Plan; SFNSW Native Forest Management System; NPWS Environmental Management System. Integrated Forestry Operations Approvals, Forest Management Zoning; and Management Plans.
Natural Landscapes (A.2 & B.1)	High sensitivity to logging, grazing, unnatural fire and other forestry activities. Low resilience to forestry activities.	96.1	2.2	98.3	<i>Heritage Act 1977, Wilderness Act 1987.</i>	Regional ESFM Plan; SFNSW Native Forest Management System; NPWS Environmental Management System.
Undisturbed Catchments (A2 & B1)	High sensitivity to logging, grazing, unnatural fire and other forestry activities. Low resilience to forestry activities.	95.1	1.4	96.5	<i>Heritage Act 1977, Wilderness Act 1987.</i>	Regional ESFM Plan; Section 2.6 (Wild Rivers) of the New South Wales <i>Southern Region Forest Agreement</i> ; SFNSW Native Forest Management System; NPWS Environmental Management System.

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 Southern RFA
		Dedicated Reserve	Informal Reserve	Total		
Flora and Fauna Refugia (A.1 & A.2) Significant Wetlands (D.1) ^d	High sensitivity to logging, grazing, unnatural fire and other forestry activities. Low resilience to forestry activities.	83.2	3.5	86.7	<i>Threatened Species Conservation Act 1995, Environmental Planning and Assessment Act 1979; National Parks and Wildlife Act 1974, Endangered Species Protection Act 1995.</i>	Regional ESFM Plan; SFNSW Native Forest Management System; NPWS Environmental Management System; NSW Biodiversity Strategy. Integrated Forestry Operations Approvals, Forest Management Zoning, and Management Plans
Rare Vegetation Communities (A.2, B.1)^c	High sensitivity to logging, grazing, unnatural fire and other forestry activities. Low resilience to forestry activities.	75.3	6.5	81.8	<i>Threatened Species Conservation Act 1995, Environmental Planning and Assessment Act 1979; National Parks and Wildlife Act 1974, Environment Protection and Biodiversity Conservation Act 1999; Native Vegetation Conservation Act 1997.</i>	Regional ESFM Plan; SFNSW Native Forest Management System; NPWS Environmental Management System. Integrated Forestry Operations Approvals, Forest Management Zoning, and Management Plans.
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.	Flora 87.2 Fauna 89.0	2.2 1.9	89.4 90.9	<i>Threatened Species Conservation Act 1995; Environmental Planning and Assessment Act 1979; National Parks and Wildlife Act 1974; Environment Protection and Biodiversity Conservation Act 1999.</i>	Regional ESFM Plan; SFNSW Native Forest Management System; NPWS Environmental Management System; NSW Biodiversity Strategy. Integrated Forestry Operations Approvals, Forest Management Zoning, and Management Plans.
Primitive and Relictual Species (A.1)	High sensitivity to logging, grazing, unnatural fire and other forestry activities. Low resilience to forestry activities.	Flora 85.9 Fauna 83.2	2.7 3.5	88.6 86.7	<i>Threatened Species Conservation Act 1995; Environmental Planning and Assessment Act 1979; National Parks and Wildlife Act 1974; Environment Protection and Biodiversity Conservation Act 1999.</i>	Regional ESFM Plan; SFNSW Native Forest Management System; NPWS Environmental Management System; NSW Biodiversity Strategy. Integrated Forestry Operations Approvals, Forest Management Zoning, and Management Plans.
Species with Disjunct Ranges (A.1)	Sensitivity and resilience varies depending on the species and habitat required. Species sensitive to logging, grazing, and unnatural fire are at particular risk.	Flora 81.1 Fauna 84.0	2.8 3.5	83.9 87.5	<i>Threatened Species Conservation Act 1995; Environmental Planning and Assessment Act 1979; National Parks and Wildlife Act 1974; Environment Protection and Biodiversity Conservation Act 1999.</i>	Regional ESFM Plan; SFNSW Native Forest Management System; NPWS Environmental Management System; NSW Biodiversity Strategy. Integrated Forestry Operations Approvals, Forest Management Zoning, and Management Plans.
Rare, Uncommon or Threatened Species (B.1)	Sensitivity and resilience varies depending on the species and habitat required. Species sensitive to logging, grazing, and unnatural fire are at particular risk.	Flora 85.2 Fauna 84.6	2.6 2.8	87.8 87.4	<i>Threatened Species Conservation Act 1995; Environmental Planning and Assessment Act 1979; National Parks and Wildlife Act 1974; Environment Protection and Biodiversity Conservation Act 1999.</i>	Regional ESFM Plan; SFNSW Native Forest Management System; NPWS Environmental Management System; NSW Biodiversity Strategy. Integrated Forestry Operations Approvals, Forest Management Zoning, and Management Plans.

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 Southern RFA
		Dedicated Reserve	Informal Reserve	Total		
Important Habitat (A.2) Migratory Species	Sensitivity and resilience varies depending on the species and habitat required. Species sensitive to logging, grazing and unnatural fire are at particular risk.	78.3	4.0	82.3	<i>Threatened Species Conservation Act 1995, Environmental Planning and Assessment Act 1979; National Parks and Wildlife Act 1974, Environment Protection and Biodiversity Conservation Act 1999; Convention on Wetlands (RAMSAR), China-Australia Migratory Birds Agreement (CAMBA), and Japan-Australia Migratory Birds Agreement (JAMBA).</i>	Regional ESFM Plan; SFNSW Native Forest Management System; NPWS Environmental Management System; NSW Biodiversity Strategy. Integrated Forestry Operations Approvals, Forest Management Zoning; and Management Plans.
Remnant Vegetation (A.2)	High sensitivity to logging, grazing, fire and other forestry activities. Low resilience to forestry activities.	56.7	6.7	63.4	<i>Threatened Species Conservation Act 1995, Environmental Planning and Assessment Act 1979; National Parks and Wildlife Act 1974, Environment Protection and Biodiversity Conservation Act 1999; Native Vegetation Conservation Act 1997; Protection of the Environment Operations Act 1997.</i>	Regional ESFM Plan; SFNSW Native Forest Management System; NPWS Environmental Management System. Integrated Forestry Operations Approvals, Forest Management Zoning, and Management Plans.
Species Richness (A.3)	High sensitivity to logging, grazing, unnatural fire and other forestry activities. Medium resilience to forestry activities.	Flora 85.2 Fauna 83.7	2.9 2.7	88.1 86.4	<i>Environmental Planning and Assessment Act 1979.</i>	Regional ESFM Plan; SFNSW Native Forest Management System; NPWS Environmental Management System; NSW Biodiversity Strategy. Integrated Forestry Operations Approvals, Forest Management Zoning, and Management Plans.
Species at the Limits of their Distribution Range (A.1)	Value is dependent on individual species response. Species sensitive to logging, grazing, and unnatural fire are at particular risk.	Flora 85.9 Fauna 82.5	2.4 3.1	88.3 85.6	<i>Threatened Species Conservation Act 1995, Environmental Planning and Assessment Act 1979; National Parks and Wildlife Act 1974, Environment Protection and Biodiversity Conservation Act 1999.</i>	Regional ESFM Plan; SFNSW Native Forest Management System; NPWS Environmental Management System; NSW Biodiversity Strategy. Integrated Forestry Operations Approvals, Forest Management Zoning, and Management Plans.
Historic Value (A.3, A.4, B.2, C.2, D.2, F.1, & H.1)	Sensitive to moderately sensitive dependent on the integrity of the site and extant fabric.	54.8	39.7	94.5	<i>Heritage Act 1977; National Parks and Wildlife Act 1974; Environmental Planning and Assessment Act 1979; Protective Mechanisms for Cultural Heritage – Southern Region; Forest Management Zones, Codes of Practice, and Forest Management Plans.</i>	Regional ESFM Plan; SFNSW Native Forest Management System; Joint NPWS/SFNSW Regional Recreation and Tourism Plans; NPWS Environmental Management System. Cultural Heritage Guidelines to be attached to the Integrated Forestry Operations Approvals.
Social / Community Heritage Value (G.1)	Sensitive to moderately sensitive dependent on nature of association.	88.3	3.3	91.6	<i>Heritage Act 1977; National Parks and Wildlife Act 1974; Protective Mechanisms for Cultural Heritage – Southern Region; Forest Management Zones, Codes of Practice, and Forest Management Plans.</i>	Regional ESFM Plan; Joint NPWS/SFNSW Regional Recreation and Tourism; NPWS Environmental Management System. Cultural Heritage Guidelines to be attached to the Integrated Forestry Operations Approvals.

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 Southern RFA
		Dedicated Reserve	Informal Reserve	Total		
Aesthetic Value (E.1)	Moderately sensitive dependent on the nature of the aesthetic experience and the type of feature.	43.8	7.7	51.5	<i>Heritage Act 1977;</i> <i>National Parks and Wildlife Act 1974;</i> Protective Mechanisms for Cultural Heritage – Southern Region; Forest Management Zones, Codes of Practice, and Forest Management Plans.	Regional ESFM Plan; SFNSW Native Forest Management System; Joint NPWS/SFNSW Regional Recreation and Tourism Plans; NPWS Environmental Management System. Cultural Heritage Guidelines to be attached to the Integrated Forestry Operations Approvals.
Research, Type Localities, Teaching and Benchmark Sites (C.1)	Sensitivity and resilience varies depending on the species and habitat required. Sites sensitive to logging, grazing, and unnatural fire are at particular risk.	92.5	0.0	92.5	<i>Threatened Species Conservation Act 1995;</i> <i>Crown Lands Act 1989;</i> <i>Heritage Act 1977;</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>	Regional ESFM Plan; SFNSW Native Forest Management System; NPWS Environmental Management System.
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.	82.7	7.6	90.3	<i>Crown Lands Act (1989);</i> <i>Heritage Act 1977;</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>	Regional ESFM Plan.

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 5
(clause 37)

MILESTONES

clause	Action	Timeline
6	The Parties to determine the process for extending the Agreement for a further period.	As part of the third five-yearly review
34	NSW will have in place a Forest Agreement covering the Southern region and grant an Integrated Forestry Operations Approval applying to the Southern region.	By 30 June 2001
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
41	Commonwealth will table the signed RFA in the Commonwealth Parliament.	Following signature
41	Commonwealth will table in the Commonwealth Parliament the annual reports of achievement of milestones for the first four years.	Annually
41	Commonwealth will table in the Commonwealth Parliament the first five yearly review on performance against milestones and commitments.	Following first five yearly review
47(c)	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 31 January 2006
47(d)	New South Wales to complete and publish Regional ESFM Plans for State forests.	By 31 December 2001
47(e)	New South Wales to implement the Forest Management Zoning system for the Southern region.	By 31 December 2001
47(g)	New South Wales to implement the review and monitoring processes and develop the strategic and operational requirements of Sustainable Yield systems and processes to enable a review of Sustainable Yield.	By 1 December 2006.
47(h)	New South Wales to develop and implement environmental management systems.	By 30 April 2004
50	NSW to report on compliance of the Integrated Forestry Operations Approval applying to the Southern region and furnish the Commonwealth with a	Annually

clause	Action	Timeline
	copy of these reports.	
52(d)	Both Parties to further develop, review, and if necessary revise Sustainability Indicators.	In time for the first five-yearly review
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
57	NSW to complete Code of Practice for Plantations on Private Land.	By 30 June 2001
98	New South Wales to establish a Research Liaison Committee and publish a list of research priorities.	By 30 September 2001
100	New South Wales to prepare a Compendium of New South Wales Forest Research.	By the first five-yearly review
103	New South Wales and the Commonwealth to lodge archival copies of data.	By 30 June 2001
Att 1 Point 4	NSW to prepare Plans of Management for Crown Reserves.	By 31 January 2006
Att 1 Point 5	NSW will finalise boundaries of CAR reserve with the exception of the Forest Management Zoning System.	By 30 June 2001
Att 1 Point 5	NSW will finalise the Forest Management Zoning System.	By 31 December 2001
Att 1 Point 8	New South Wales to establish all Dedicated Reserve components of the CAR Reserve System.	By 30 June 2001
Att 1 Point 8	New South Wales to establish all Informal Reserve components of the CAR Reserve System.	By 31 December 2001
Att 3 point 4	NSW will complete the Threat Abatement Plan for the European Red Fox.	By 31 December 2001
Att 3 Table 1	New South Wales to develop Recovery Plans for species listed in Table 1.	Within five years of signing
Att 4 point 14	NSW will identify and assess cultural heritage values in areas excluded from CRA assessments.	By 31 December 2001
Att 6 Point 1(o)	New South Wales to publish a State of Parks report.	By 31 August 2001
Att 6 Point 2(b)	NSW will publish Eco Field Guides for Southern region.	By 31 December 2001
Att 6 Point 2(c)	New South Wales to document the basis for silvicultural practices and publish the <i>Native Forest Silviculture Manual</i> (SFNSW).	By 31 March 2001

clause	Action	Timeline
Att 6 Point 2(d)	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
Att 6 Point 2(e)	New South Wales to publish a description of the methods and results of calculating Sustainable Yield on Public Land.	By 1 December 2006
Att 6 Point 2(e)	New South Wales to publish independent audits of Sustainable Yield as outlined in Attachment 8.	For the second and subsequent five-yearly reviews
Att 6 Point 2(f)	NSW will produce annual reports of progress for meeting targets in regional ESFM plans.	Annually
Att 6 Point 2(g)	NSW will report on the Forest Agreement covering the Southern region and on compliance with the IFOA applying to the Southern region	Annually
Att 6 Point 2(h)	New South Wales to table in each House of Parliament an annual report on the New South Wales <i>Southern 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 regions.	Annually
Att 8 Point 2(b)	NSW NPWS will develop an Environmental Management System for lands dedicated under the NPWS Act 1974.	By 30 April 2004
Att 8 Point 2(c)	SFNSW develop a native Forest Management System as an Environmental Management System.	By 30 April 2001
Att 8 Point 2(l)	New South Wales to incorporate provisions that address in an integrated fashion 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 8 Point 2(m)	New South Wales to incorporate within the Regional ESFM Plans and Plans of Management under the NPWS Act 1974 integrated feral animal and weed control programs.	By the first five-yearly review.
Att 8 Point 2(n)	New South Wales to establish a process, including public reporting, for regular audits of compliance and reviews of Codes of Practice, Eco-Field Guides and Regional Prescriptions.	By 31 December 2002

clause	Action	Timeline
Att 8 Point 2(n)	New South Wales to undertake audits as described above.	By the first and subsequent five-yearly reviews of the Agreement
Att 8 Point 5	SFNSW will publish all FRAMES CRA reports for the Southern region.	By 30 September 2001
Att 8 Point 6(b)	NSW will develop a model to predict recruitment and maintenance of habitat trees.	By end 2010
Att 8 Point 6(d)	Report production of all timber products.	Annually
Att 8 Point 6(e)	Undertake additional FRAMES plot inventory measurements.	By the first five yearly review.
Att 8 Point 6(f)	Monitor FRAMES performance through comparison of actual versus predicted volumes.	Annually
Att 8 Point 7	NSW will establish and implement an ongoing FRAMES development program.	By 1 December 2006
Att 8 Point 8	NSW Agrees to Commission and publish an independent review of the enhanced FRAMES systems and processes applying to both the South Coast and Tumut sub regions.	By 1 December 2006
Att 11 Point 7	NSW will have long term wood supply contracts in place for South Coast and Tumut.	By 1 January 2001 and 1 January 2002 respectively

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 forest management in the Southern region:
 - (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 1999 (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) public exhibition of identified wilderness and areas proposed for declaration under the *Wilderness Act 1987* (NSW);
 - (i) nomination, preparation and possible contraventions of Recovery Plans and Threat Abatement Plans prepared under the *Environment Protection and Biodiversity Conservation Act 1999* (Cwlth);
 - (j) listing of places on the Register of the National Estate under the *Australian Heritage Commission Act 1975* (Cwlth);
 - (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 Boards;
- (n) 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 New South Wales *Forest Agreements* and the *Forestry and National Park Estate Act 1998* (NSW);
- (o) publishing a New South Wales State of Parks report by 31 August 2001.

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) Publish Eco-Field Guides for the Southern region by 31 December 2001;
 - (c) Document the basis for silvicultural practices and publish the *Native Forest Silviculture Manual* (SFNSW) by the 31 March 2001.
 - (d) 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.
 - (e) publishing by 1 December 2006 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 8.
 - (f) production of annual ESFM Reports on progress for meeting targets in Regional ESFM Plans and reporting on criteria, indicators and targets for the Southern region in accordance with clause 49 and the New South Wales Forest Agreements under the *Forestry and National Park Estate Act 1998* (NSW).
 - (g) production of an annual report for the Forest Agreement covering the Southern region with respect to Ecologically Sustainable Forest Management in the region, and compliance with any Integrated Forestry Operations Approval applying to the region. As required by the *Forestry and National Park Estate Act 1998* (NSW).
 - (h) from 2001 the New South Wales government will table in each House of Parliament an annual report on its Forest Agreement covering the Southern region which will include an ESFM report and the outcomes of compliance with any Integrated Forestry Operations Approval applying to the region.

RESEARCH PRIORITIES

- 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; and
 - (j) Aboriginal and non-Aboriginal heritage.

**IMPROVEMENTS TO NEW SOUTH WALES' FOREST
MANAGEMENT SYSTEMS**

Systems covering public and private land

1. The Parties note that the terms of an Integrated Forestry Operations Approval will have primacy over other elements of the SFNSW Native Forest Management System. The Parties recognise that the SFNSW Native Forest Management System (including Codes of Practice, Eco-Field Guides, the Regional ESFM Plan, the order of works plan, and harvesting plans), will be the mechanism for implementing the terms of the Integrated Forestry Operations Approval on State forest.
2. New South Wales will further improve its Forest Management System across forest management agencies and land tenures by:
 - (a) developing consistent with this Agreement, a Regional ESFM Plan, a New South Wales *Southern Region Forest Agreement*, and an Integrated Forestry Operation Approval. They will collectively:
 - specify and describe the range of values and processes to be managed, including objectives and targets of management;
 - describe the links to Codes of Practice, Eco-Field Guides and associated silvicultural prescriptions;
 - specify the wood supply commitments and their relationship to Sustainable Yield;
 - outline ongoing arrangements for monitoring activities specified in the ESFM plan and reporting against plan objectives and targets;
 - describe processes for regular reviews of the ESFM plans involving public consultation.
 - (b) NSW National Parks and Wildlife Service developing an Environmental Management System (EMS) by 30 April 2004, for lands dedicated under the *National Park 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 remains appropriate;
 - the system should be capable of adapting to changing circumstances.
- (c) State Forests of NSW developing, by 30 April 2001 a Native Forest Management System as an EMS, to a standard which would allow certification of the system under the ISO 14000 series.
- (d) Implementing the New South Wales Biodiversity Strategy, taking into account the issues raised during its public consultation phase.
- (e) Establishing Regional Vegetation Management Plans which are coordinated with other management plans, and which allow for specific activities to occur under Codes of Practice.
- (f) Improving the coordination and effective use of resources allocated to research for ESFM in New South Wales consistent with clause 99.
- (g) Providing ongoing formal public participation processes to raise awareness and understanding of ESFM and how it can be achieved in New South Wales forests through Attachment 6.
- (h) Developing and implementing an information management system to facilitate the sharing of data for the use by all agencies, including local government, involved in the management of forested land.
- (i) Improving the cooperation and coordination between Government agencies so as to achieve integrated management for conservation, wood production, and other values in both public and private forests.
- (j) Developing and implementing public education programs to deal with ecologically sustainable management issues and clearly relate these to management requirements for conservation and to the codes of forest practice governing activities in both public and private forests.
- (k) Maintaining and enhancing competency based training for field staff and forest operators in flora and fauna identification and management, heritage management, soil and water protection, silvicultural training, inventory and management information systems and product segregation.
- (l) 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 in an integrated fashion 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.

- (m) Incorporating, by the first five-yearly review, within Regional ESFM Plans and plans of management under the *National Parks and Wildlife Act 1974* (NSW), integrated feral animal and weed control programs.
- (n) Establishing a process, including public reporting, for regular audits of compliance and reviews of Codes of Practice, Eco-Field Guides and Regional Prescriptions by 31 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;
- (o) Identifying areas in the Southern region for illustrating silvicultural practices and the suite of silvicultural regimes for use in field supervisor training and public education; and
- (p) The *Native Forest Silviculture Manual* (SFNSW) to be published by 31 March 2001 will outline the scientific basis for site specific silvicultural regimes and the silvicultural decisions and guidelines to where such regimes are to be applied. Parties note that a peer review process will form part of the public consultation process as identified in Attachment 6.

Systems on private land

3. The State will improve administrative arrangements and cooperation and coordination by State agencies to facilitate the timber industry utilising private forest resources, including:
 - Arrangements to ensure Ecologically Sustainable Forest Management on private forests involving provision of technical advice, extension services, research and assistance in the estimation of Sustainable Yield.
 - As a means of encouraging private forestry development, consistent with clause 45, the State will develop a regulatory framework that enables a more efficient and integrated approval process to allow for effective private forestry development.
 - Codes of Practice for private native forests and private Plantations will be in place within five years and by 30 June 2001 respectively in accordance with clauses 56 and 57. The State will also provide advice regarding marketing and pricing.
 - NSW will ensure that under the *Native Vegetation Conservation Act 1997* (NSW) and consistent with clause 55 of this Agreement, regional vegetation management plans covering Private Lands form a basis for strategic regional planning of private native forestry. With appropriate public involvement, and consistent with the *Native Vegetation Conservation Act 1997* (NSW) the Regional Vegetation Management Committees will pursue planning policies that provide for appropriate long term, secure, management provisions for private native forests. The management plans should provide for harvesting for commercial wood production to be an “as of right” use where appropriate and subject to relevant Codes and Ecologically Sustainable Forest Management consideration.

- NSW will ensure that an integrated Code of Practice is developed for plantation activities across all tenures, under the *Plantations and Reafforestation Act 1999* (NSW) and that the environmental standards in the objects of this Act and its linkage with the *Native Vegetation Conservation Act 1997* (NSW) are maintained. Plantation establishment and reafforestation projects are authorised by the NSW Department for Land and Water Conservation (DLWC). Applications to establish a plantation that comply with the Code of Practice will be given approval by DLWC within 14 days. Existing Plantations can also continue to obtain certainty for the purposes of harvesting as per the *Timber Plantations (Harvest Guarantee) Act 1995* (NSW), and similar provisions included in the *Plantations and Reafforestation Act 1999* (NSW).
4. Parties agree that a private forest inventory of southern NSW to determine the basis of yield of wood products from Private Land is required. Parties will use their best endeavours to promote an inventory of private forests, with the agreement of forest owner groups,

Development program for FRAMES

5. SFNSW will publish all FRAMES CRA reports for the Southern region by 30 September 2001
6. Consistent with the development of a statewide FRAMES system NSW agrees to:
- (a) Continue to develop a suite of computational tools to help manage NSW forests at operational scales for a range of values including wood yield, growth stage, water quality and quantity, natural and cultural heritage and wildlife habitat.
 - (b) Develop by the end of 2010, a model to predict recruitment and maintenance of habitat trees over time.
 - (c) Determine, based on review, field based sampling and principles of sustainability, the range of silvicultural regimes and prescriptions that can be appropriately applied to each strata or forest type.
 - Subject to clause 2(p), Parties agree that, site specific silvicultural regimes of light, medium and heavy Group Selection, and light, medium and heavy Single Tree Selection, and thinning, or combinations of these are appropriate to apply in the Southern region; and
 - Parties agree that, the FRAMES models will reflect these site-specific silvicultural regimes.
 - (d) Report the annual production of all timber products.
 - (e) Undertake within the first five year period, additional inventory plot measurement consistent with FRAMES principles to improve the accuracy of volume estimates at the regional level.

- (f) Monitor FRAMES performance through comparison of actual versus predicted volumes annually.
- (g) Map, monitor and report on measures associated with silviculture that are carried out through clause 86 and the effect on Sustainable Yield.
7. New South Wales will consult with the Commonwealth in the establishment of an ongoing FRAMES development program for the Southern region. It is expected that this program will be implemented by 1 December 2006 and will include the following elements:
- improved inventory base and modifier models;
 - review of the number and coverage of permanent growth plots to ensure they cover an appropriate range of sites, strata and silvicultural systems;
 - improvement of biometric and quality progression models so as to increase confidence in yield projections;
 - continued permanent growth plot measurement to update growth, mortality and recruitment models and development of new models to reflect changing silviculture (including thinning);
 - development and implementation of a Native Forest Management Information System (MIS) that addresses silvicultural and harvesting planning and progressively improves estimates of net harvestable area, management history, silvicultural requirements of stands and operational feasibility. The system should also inform monitoring and reporting against Sustainability Indicators consistent with clause 48 of this Agreement to provide a basis for continual improvement in sustainable management of forest values;
 - testing of simulation models against independent data sets and undertake sensitivity analysis to help inform error limits of Sustainable Yield;
 - refinement of the FRAMES simulator and scheduler so that it selects and reports a range of silvicultural prescriptions and yield tables within strata, that reflect operational practices;
 - development of a mechanism within FRAMES to report prediction on area harvested, residual stand characteristics, and silviculture and harvesting regimes;
 - implementation of a process to take into account the risks of fire, differing regulatory arrangements and other potential impacts on Sustainable Yield;
 - documentation of systems, processes, models and databases used in the calculation of Sustainable Yield;
 - processes for appropriate internal reviews and audits of Sustainable Yield as part of the SFNSW Native Forest Management System; and
 - monitoring, by SFNSW, of actual quality versus predicted quality of product removed over time.

Review and audits of Sustainable Yield on public land

8. NSW agrees to the following:

- commission and publish an independent review of the enhanced systems and process, models, information base, and assumptions which contribute to the FRAMES system applying to both the South Coast and Tumut sub regions of the Southern region by 1 December 2006;
- undertake a review of Sustainable Yield every five years using enhanced FRAMES systems and information bases. The results of which will inform the annual volume which may be harvested from Southern region (or sub-region) being mindful of achieving long-term Sustainable Yield and optimising sustainable use objectives consistent with this Agreement; and
- undertake independent audits of Sustainable Yield to be completed and published in time for each subsequent five-yearly review.

**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)

ATTACHMENT 10
(clauses 47(f), 90)

MANAGING LANDS OF SIGNIFICANCE TO ABORIGINAL PEOPLE

- 1 New South Wales agrees to continue to manage CAR Reserves on public land with significance to 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.
 - The Parties are aware of the aspirations Aboriginal people have in regards to ownership and/or management of traditional lands, 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 of NSW.
 - An integral part of this commitment to co-operative management is the increase in opportunities for Aboriginal people to gain valuable land management training and subsequent employment, where possible, to ensure that Aboriginal people can continue to strategically manage their traditional country.
 - 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 that there are National Parks and reserves within the Southern region that may meet the terms of the Act, and actively advocate the assessment of the Southern 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 of CAR Reserve System appropriately considers Aboriginal values.
 - Aboriginal parties will be invited to participate in any new partnership arrangement evolved out of this Agreement for the management of CAR Reserves.
 - The Parties recognise that Aboriginal people may have the opportunity to obtain or maintain access to Government managed lands for 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.

**EMPLOYMENT, INDUSTRY DEVELOPMENT AND CONSERVATION
MANAGEMENT**

- 1 The Parties recognise the Regional Forest Agreement provides a more certain operating environment for forest-based industry sectors and agree to facilitate timber industry development as a means of generating wealth and employment in the Southern region.
- 2 Both industry-specific and macro-economic government programs and measures, including those directed at ensuring an efficient and practical regulatory environment, will facilitate industry development in the Southern RFA region.
- 3 The Parties recognise that sustainable recreational use and conservation of the new reserves will require sustained investment in development and maintenance of visitor facilities/infrastructure to enhance visitor experiences and carry out conservation protection programs.

Wood and wood products industry

- 4 The Southern region's hardwood sawmilling sector's traditional activities related to the recovery of industrial and structural grade products. Industry is increasing its production of higher value products, particularly in the Tumut Sub-Region.
- 5 Some firms have established long term customers for such products as specialist packaging applications and an increasing proportion of timber processed in the Region's two sub-regions is being directed into non-industrial or structural markets. However, in general, there remains significant potential for greater value-adding of the timber resources processed.
- 6 As with other areas of NSW the sector has faced a reduction in its historic resource base, in terms of both the volume of timber and species mix. This, associated with a gradual shift to utilisation of a younger and faster grown resource, will present both opportunities and a requirement for change.
- 7 This Agreement delivers added security for resource access. Consistent with the commitments in this Agreement NSW agrees to provide 20 year wood supply agreements to operators utilising high quality large sawlogs. NSW agrees to prepare these agreements to take effect from 1 January 2001 for the South Coast Sub Region and as early as possible, but no later than 1 January 2002, for the Tumut Sub Region.
- 8 In addition the State will provide greater security to non-quota customers in recognition of the significance of this sector and its inter-relationship to the supply of high quality large sawlogs.
- 9 The Parties recognise that market signals should be the principal driver of new forest industry investment. However, in recognition of the structural adjustment

the timber industry is experiencing, some direct government involvement is warranted.

- 10 The joint Commonwealth-State Forest Industry Structural Adjustment Package (FISAP) will be the primary vehicle for government assistance for eligible new investment proposals. A Memorandum of Understanding between the two governments will establish the basis for the operation of the program.

Forest Industry Structural Adjustment Package (FISAP)

- 11 FISAP program funding is, subject to eligibility criteria being met, available for industry development in the hardwood sector, especially for those projects providing for higher value adding of the available resource. The FISAP program has evolved with the RFA process such that much more priority is now directed towards industry development projects. However, provision remains for assistance to industry employees and business owners adversely affected by the impact of government decisions directly related to the RFA process.
- 12 FISAP industry development assistance funding supplements considerable investment on the part of applicants. The Parties are aware that industry participants in the Southern region have undertaken preliminary investment planning and that such planning will be progressed following the signing of this Agreement. There is one proposal for the establishment of a treatment plant as well as others for improvement to drying and dressing capabilities.
- 13 In addition to the FISAP program both governments will seek to facilitate industry development and employment creation through the range of other government programs implemented under the respective jurisdictions.

NSW Hardwood Timber Industry Development Strategy

- 14 Under the FISAP program the governments commissioned a study, *NSW Hardwood Timber Industry Development Strategy* (Fortech, February 2000), ‘the strategy study’ to establish an industry development strategy for the NSW native hardwood industry. The long term vision on which the strategy is based is centred around a sawmilling and further processing industry producing value added products and consisting of progressive and innovative operators that use the latest available technologies to achieve profitability in competitive markets. The study concluded this vision would be best achieved by maximising value adding, as well as utilisation, in modern high technology mills.
- 15 One of the primary objectives for the study was to assist in determining funding priorities for the allocation of funds under the FISAP program.
- 16 While the study had a statewide focus, the key findings can be applied to the Southern region. In terms of industry development opportunities, the study concluded these could be achieved through targeting specialised product markets and drawing on the comparative advantages of the special strength, durability and appearance characteristics of NSW hardwoods. The domestic market is

considered to offer the best market opportunities, while new export opportunities are also expected to arise for niche products.

- 17 The further development of dried, dressed and further processed products are held to offer the greatest potential for further development of the hardwood industry in NSW. Specialty markets cited include those for lintels, stair treads, flooring and specialty joinery. Although these products can utilise both quota and non-quota logs, a stable quota dependent industry is essential for the development of these markets.
- 18 The study noted the greater need for this area of development was on the South Coast, with good progress being made in the north of the state. At the same time, the study acknowledged the relative lack of resource security for the Southern region was a consideration and that the RFA would provide a more stable investment climate.
- 19 Strong demand is expected to prevail for selected green sawn products, particularly large section material or products requiring high strength applications. The study noted such products are capable of being sold at margins greater than some dried and further processed products, particularly from specialist mills focused on higher quality logs.
- 20 Potential also exists in the South Coast sub-region for greater utilisation of logs for poles, piles and girders. While the study noted demand for these products had fallen over the past decade, there appears to be a swing back from substitute products for poles in particular. A CRA study, *Industry Initiatives Study – Southern Region* (SFNSW, BIS Shrapnel Forestry Group and Dames and Moore 2000) indicated that the area was well placed to serve the Sydney and Victorian pole markets, provided the spotted gum sourced from the sub-region is preservative treated.
- 21 For a range of reasons, including the scale of operations required and forecast market conditions, the industry initiatives study also concluded there appears to be limited scope for new investments in Medium Density Fibreboard, Oriented Strand Board or pulp or paper manufacturing. Bioenergy production was identified as having the best potential for investment in processing residues beyond existing woodchip export operations. However, its relative competitive disadvantage against traditional power sources was noted.
- 22 Further research and development in new technology and markets is also a clear requirement for the future development of the hardwood industry in NSW.
- 23 A key challenge for the processing industry is to value add logs that are essentially of lower average quality than those that have generally been available in the past. The Parties acknowledge both government and industry have a role to play in this adjustment process.

Value-adding Criteria

- 24 Twenty year Wood Supply Agreements are the basis of supply for most premium sawlogs available from State Forests of NSW. These agreements are structured to

provide agreement holders with resource security with provision for extension of the term, subject to the agreement holders meeting value-adding performance criteria.

- 25 An individual processor's value-adding performance will be assessed on the basis of both quantitative and qualitative criteria.
- 26 The quantitative component of the assessment will be based on an adjusted financial value-adding ratio, based on the value of processed timber and timber-based products sold by the firm, and the value of logs and timber purchased as inputs. This 'ratio model' will not in itself determine the threshold score for an 'acceptable' level of value-adding but will provide a comparative ranking of the value-adding performance based on the ratios that are calculated.
- 27 The qualitative criteria include an assessment of the firm's performance in business planning; product development and innovation; utilisation of government assistance programs to enhance performance; investment in new plant and technology; market research and product promotion; waste and residue utilisation and training.
- 28 The 'ratio model' has been developed in consultation with industry and the NSW Minister for Forestry will make an assessment of the qualitative and quantitative criteria. Final determinations for extensions to Wood Supply Agreements will be made by the Minister prior to 31 December 2001.
- 29 As per clause 78 of this Agreement, the Wood Supply Agreements in clause 77 will incorporate requirements for improved efficiency and increased processing to increase the value of products produced by the holders of the agreements from the timber supplied under the agreements (commonly referred to as "value-adding" requirements).

Softwood Industry

- 30 The softwood industry has a significant presence in the Southern region, based around substantial *Pinus* plantation resources in the Tumut sub-region where it is estimated the industry employs some 1,300 people. While the existing industry across NSW is undergoing some rationalisation at present the Parties recognise that the softwood industry will continue to be a significant contributor to the economies of the Southern region.
- 31 The Visy Industries kraft pulpwood development at Tumut will increase the industry's presence in the region. Both Parties have agreed to measures to facilitate the establishment of the Visy Industries development at Tumut and its first stage is expected to be operational in the third quarter of 2001. Up to 400 people are expected to be employed during its construction phase and over 120 people directly on an ongoing basis.
- 32 A study undertaken as part of the CRA process, *Identification of Plantation Expansion Opportunities in New South Wales, Southern NSW CRA Region* (Bureau of Rural Sciences, State Forests of NSW and Australian Bureau of

Resource and Agricultural Economics, 2000), indicates there is substantial cleared private land economically suitable for expansion of the existing softwood industry within the Southern region (approximately 10,000 to 80,000 hectares in Tumut and 7,000 to 17,000 hectares in the South Coast sub region).

- 33 The Visy Industries development includes an agreement to establish a further 30,000 hectares of softwood plantations in the Tumut area.

Other Forest Based Industries

- 34 The Parties recognise the forests of the Southern region sustain a range of forest-based industries, apart from hardwood harvesting and processing.

- 35 The study, *Forestry Based Industry Development Opportunities – Southern CRA Region* (The Proteus Management Group Pty Ltd, December 1999) commissioned as part of the Comprehensive Regional Assessment process identified a range of development opportunities associated with other industries. These were broadly categorised as related to:

- timber resources, including residues, and processing;
- non timber forest produce;
- Aboriginal and Heritage Tourism and Education; and,
- forest based recreation.

- 36 The study included an assessment of a range of potential opportunities identified by the consultants and stakeholders. Different ‘screens’, for example market factors, resource availability and employment generating capacity were applied to provide an indication of priorities for further assessment. Constraints were also identified.

- 37 This information is available for the use of commercial interests and government agencies including regional development organisations.

Residue Utilisation

- 38 A more recent study, *Alternative Uses for Hardwood Residues from the Southern NSW RFA Region* (URS Forestry, for the Department of Agriculture, Fisheries and Forestry, September 2000), focussed on market opportunities for hardwood residue resources in the Southern region. The study identified a range of uses for hardwood forest and sawmill residues.

- 39 The study found that, in the short term, the woodchip export market offered higher prices than other markets considered in the study. However, the study noted the market pressures would constrain this market’s outlook in the medium to longer term.

- 40 Among a range of other market opportunities identified, the study concluded the greatest scope for alternative uses of hardwood residues from the region lay in the

establishment of new markets such as charcoal and activated carbon. These products would take advantage of the fibre characteristics of species not suited to pulp and paper manufacture. Another opportunity identified as having high potential for residue utilisation is bioenergy, although the study concluded the relative cost of power from such facilities suggested this would be a medium term prospect. A biomass plant in association with the softwood industry in the Tumut sub-region could also be viable in the longer term.

Employment Initiatives

Employment in Aboriginal Heritage and Conservation Management

41 The NPWS will fund the employment of 91 positions for conservation and Aboriginal heritage management of the new Southern reserves. Four of these positions are identified as Aboriginal Cultural Heritage Officers.

Aboriginal Cultural Heritage Program

42 This project will fund assessment of Aboriginal cultural heritage on State forest in the Southern RFA region. Two cultural heritage officers employed by State Forests will foster a close working partnership between the Aboriginal community and the NSW Government's forestry program.

43 The cultural heritage officers' tasks will centre on identifying, assessing significance, and giving greater protection of sites. They will consult on protection mechanisms for these sites with Aboriginal communities and management agencies.

44 This project will also encourage increased participation of the local Aboriginal community in forest management decisions.

Funding level: \$150,000 per annum for 5 years

Funding source: NSW Consolidated Fund

Employment impact: 2 positions for 5 years

Management of Informal Reserves on State Forest Estate

45 An important component of the Regional Forest Agreement is the protection of conservation values within informal reserves established within the State forest estate. These areas are Forest Management Zoned 2 or 3A and are unavailable for timber harvesting.

46 Under the Forest Agreement and IFOA, management plans for these areas are required and rehabilitation works such as road closure, exclusion of grazing, weed control and additional feral animal control programs etc may be required. As these areas contribute to the CAR Reserve System it is important that appropriate active management occurs. The NSW government will provide the necessary funding for informal and prescriptive reserve management within the Southern RFA Region.

Funding level: \$350,000 per annum
Funding source: NSW Consolidated Fund
Employment impact: The equivalent of 3 positions full time.

Conservation Management Funding for National Parks and Wildlife Service

47 Recurrent funding for the management of additions to the National Parks estate as follows:

Year	Approved to date (\$'000)
2000/2001	5,003
2001/2002	9,860
2002/2003	9,145
2003/2004 and ongoing	9,145 ongoing
Total	33,183

Pest Management

48 During the CRA process, experts identified feral animal control as a key tool in the long term conservation of critical fauna species on both reserves and timber producing forested lands.

49 A State Forests of NSW project funds feral animal management on State forest in the Southern RFA Region.

50 Funding will assist feral animal control in three areas:

- improved ground baiting techniques,
- expansion of program to currently uncontrolled areas,
- research into the impacts of feral cats.

Funding level: \$70,000 per annum for 5 years
Funding source: NSW Consolidated Fund
Employment impact: 1 position for five years

51 The NPWS will implement a pest management planning, assessment and monitoring program

- A range of appropriate best practice methods will be used to control key vertebrate pests which impact on park neighbours and native species.
- Noxious weed programs will target species of economic and environmental significance. Similar to the vertebrate pest work, the weed control programs

are aimed at meeting NPWS responsibilities to its neighbours and protecting biodiversity on park.

Fire Management Planning

52 The NPWS will prepare reserve fire management plans which develop and implement programs that effectively monitor and protect biodiversity outcomes and plan for community protection.

Hazard Reduction & Asset Protection

53 Fuel management programs will be undertaken across NPWS reserves in line with Risk Management Plans and Reserve Fire Management Plans. Fuel management programs will generally be carried out by the prescribed application of fire which often requires the use of helicopters (aerial ignition).

Fire Trail Maintenance

54 This program of ongoing works will include the maintenance of drainage structures, surface grading, bridge repair and repair of creek crossings.

Silviculture Improvement Program

55 This project aims to improve the medium and long term High Quality Large Log supply from State forests in the Southern RFA Region by using thinning and culling silvicultural techniques.

56 The RFA modelled wood supply provides an even flow of High Quality Large Logs. Ensuring a supply of high quality large logs is an important factor in ensuring long term sustainability of all forest products from timber production forests. Silvicultural improvement is a valuable tool in ensuring the continuing supply of high quality large logs from Southern RFA forests by concentrating growth in the better quality trees in the forest and by ensuring successful regeneration following harvesting.

57 A program of silvicultural improvement will restore productivity to degraded timber stands capable of improved sawlog growth, and release young, potentially merchantable trees otherwise inhibited by non merchantable overstore.

58 State forest areas eligible for this treatment include:

- forest requiring a regeneration event by creation or extension of canopy gaps; or
- areas of advanced forest regrowth requiring release from inhibiting overstorey; and
- having environmental attributes indicative of average, or better, forest productivity.

59 Trained field crews will treat to varying degree about 20,000 hectares of State forest.

- Funding level:** A \$4m program averaging about \$670k per annum over 6 financial years.
- Funding source:** NSW Consolidated Fund – \$1.5 m
NSW FISAP – \$1.25 m
Commonwealth FISAP – \$1.25 m
- Employment impact:** 15.5 full time positions

Purchase of Private Property Program

60 This project increases the area of forest in the Southern RFA region from which sawlog yield can be accessed by purchasing private property or timber rights, both for standing timber and for the planting of new forest. This is a significant program in ensuring the long term sustainability of sawlog supply.

61 This program involves purchase of suitable properties, or the timber rights on them, for:

- existing native forest timber currently, or soon to be, of commercial size; and
- plantation establishment and joint venture schemes.

- Funding level:** Land purchase \$4.76m
Plantation establishment \$240k
- Funding source:** NSW Consolidated Fund – \$5m
- Employment impact:** Additional employment will be generated in plantation establishment and maintenance, site preparation and land management.

62 Funding has also been allocated from the NSW Government Environment Trust Fund for the voluntary purchase of private lands to:

- Assist towards meeting conservation targets not already met on the formal dedicated reserve system and improve the management boundaries of these reserves including the purchase of inholdings. **Funding level:** \$1.2 million.

Asset Maintenance

63 Bridge Maintenance

- Bridges that will be incorporated into the new NPWS parks are often of a low standard timber construction. Following engineering inspection many will require the replacement of major structural components.

64 Visitor facilities and infrastructure maintenance

- A range of visitor facilities have been transferred to NPWS management. Examples include lookouts, several high profile roadside rest areas, walking tracks and camping areas. Cyclical maintenance programs will be implemented to ensure facilities meet appropriate safety standards and to facilitate sustainable use.

Capital Works

65 Capital works programs will be implemented by the NPWS to enhance visitor experiences in the new national parks. Works will include – lookout and walking track construction, camping area development and interpretation facilities. Capital works funding for the management of additions to the National Parks estate as follows.

Year	Approved to date (\$'000)
2000/2001	795
2001/2002	625
2002/2003	895
2003/2004 and ongoing	290
Total	2,605

DATA AGREEMENT

Purpose

- A This Data Agreement between the Commonwealth and New South Wales relates to the Data collected, developed for, and used in, the development, implementation and monitoring of the Regional Forest Agreements for New South Wales.
- B This Data Agreement specifies access, ownership, custodianship, updating and archiving arrangements for the Data for all four RFA regions within New South Wales.
- C Separate Schedules will be added to the Data Agreement following completion of each RFA. These Schedules, which address the Data specific to each RFA region, and which will be completed on the dates specified in clause 4.6, are as follows:
- Eden Region (Schedule 1);
 - Upper North East Region (Schedule 2);
 - Lower North East Region (Schedule 3), and
 - Southern Region (Schedule 4).

Schedules will identify the name, custodian, ownership and access including for reports and software.

1. Definitions and Interpretation

- 1.1 Unless otherwise stated to the contrary, the definitions contained in the Agreement will also apply to this Data Agreement.
- 1.2 A reference to a clause means a clause of this Data Agreement, unless specified to the contrary.
- 1.3 The following additional definitions will apply to this Data Agreement:

Access Category: means a category of access for an item of Data as indicated in a Schedule. The Access Categories are Restricted Data, Licensed Data and Unrestricted Data.

Archived Data: means all Data used to develop the Agreement, and which must be archived in accordance with clause 4.

Assessment Data: means all Comprehensive Regional Assessment and integration project outputs and products including reports, required to complete the NSW Regional Forest Agreements (as determined by the Joint Steering Committee).

<i>Custodian:</i>	means a custodian of Data, or component of that Data, is an individual or organisation having the responsibility to ensure that the Data is collected, maintained and distributed according to this Data Agreement.
<i>Data:</i>	means all Source Data, Derived Data, Assessment Data, and models listed in the Schedules.
<i>Data Agreement</i>	means these clauses 1-9 (inclusive) and all Schedules.
<i>Data Archive:</i>	means a secure repository for Archived Data which meets the standards required by clause 4.
<i>Derived Data:</i>	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>	means Data and/or Data sets that existed in either Commonwealth agencies or NSW State agencies prior to commencement of Comprehensive Regional Assessments or integration projects.
<i>Jointly Owned Data:</i>	means Data jointly funded by the Parties to inform the development of or implementation of these RFAs and identified as jointly owned in the Schedules.
<i>Licence:</i>	means a document which authorises the use of Data or a number of Data sets for specified purposes, and specifies any restrictions on the use of Data.
<i>Licensed Data:</i>	means Data designated in a Schedule as Licensed.
<i>Metadata:</i>	means information about Data or Data sets including descriptions or specifications of Source Data or derived information. Metadata are to be recorded in a standard format or as agreed documentation.
<i>New Data:</i>	Data that has been created after the signing of an RFA.
<i>Owner:</i>	the individual(s), organisation(s) or jurisdiction(s) that holds the intellectual property rights over a particular set of information or Data.
<i>Unrestricted Data:</i>	means Data designated in a Schedule as being Unrestricted.
<i>Restricted Data:</i>	means Data which is considered sensitive by an Owner and which is designated in a Schedule as being Restricted. Restricted Data includes any Data to which confidentiality and limitation on use conditions apply.
<i>RFA Purpose:</i>	includes purposes relating to updating, implementation, review, monitoring or reporting of RFAs and includes provision of advice to government Ministers in relation to RFAs, and fulfilling statutory requirements with respect to RFAs.

- Schedule:* means a Schedule to this Data Agreement as amended from time to time.
- Singly Owned Data:* means Data which is identified as being singly owned in the Schedules to the Data Agreement and includes Data where the RFA process has funded only the enhancement of, or minor additions to, Existing Data.
- Source Data:* means Data which is not obtainable from other Data or derivable by combining other Data sets.
- Third Party Data:* means Data owned by a third party that was used for RFA Purposes and is identified in the Schedules to the Data Agreement as Third Party Data.

1. Schedules

The Parties agree that each Schedule, in respect of each item of Data listed there, includes:

- (a) the title of the Data and/or identifier for the Data;
- (b) the Owner;
- (c) the Custodian;
- (d) the Access Category; and
- (e) the Ownership Type;

2. Ownership Types

2.1 Jointly Owned Data

- 2.1.1 Subject to this clause 2.1 and clause 3, and where confidentiality provisions do not apply, Jointly Owned Data may be used by either Party for any purpose.
- 2.1.2 Where confidentiality obligations limit access to or use of Jointly Owned Data, Parties must comply with those confidentiality obligations. Any Data subject to confidentiality obligations must be clearly identified as Restricted in the Schedules.
- 2.1.3 Custodianship of, and access to, Jointly Owned Data shall be as described in clause 3.

2.2 Singly Owned Data

- 2.2.1 The Parties agree that subject to this clause 2.2 and clause 3, Singly Owned Data identified in the Schedule can be used for RFA Purposes by either Party subject to any confidentiality or use provisions that limits its usage beyond that specifically agreed. Such Data will only be used in a manner that respects all rights of ownership, confidentiality and copyright

of the Data Owner and Licence conditions. Use of Singly Owned Data for other purposes requires the prior written permission of the Owner.

- 2.2.2 Where confidentiality obligations or limitations on use are imposed, a Party who is not the Owner may only use Singly Owned Data for purposes other than RFA Purposes under Licence
- 2.2.3 Access to Singly Owned Data by third parties will generally be through arrangement with the Data Custodian except as provided for in the Data Agreement and Schedules. Parties to this Data Agreement that are not the Owner will not provide Singly Owned Data to a third party without the prior permission of the Owner.
- 2.2.4 The Custodian of Singly Owned Data will be responsible for providing access to such Data in accordance with its Access Category identified in the Schedules to the Data Agreement and described in clause 3 of this Data Agreement.
- 2.2.5 Access arrangements imposed by an Owner shall apply to Existing Data unless otherwise agreed by the Parties.

2.3 Third Party Data

Third Party Data will be used in accordance with any Licence arrangements agreed with the Owner.

3. Access Arrangements

- a) Subject to clause 2, all Data identified in the Schedules may be used by Parties (including the Governments' officers, employees, agents contractors, sub-contractors or consultants) for RFA Purposes consistent with the access provisions which apply to the Data's Access Category relevant to the access category as outlined below.
- b) Where confidentiality or limitations on use apply in respect of Singly Owned Data and Jointly Owned Data, such Data must only be used in accordance with the relevant Licence conditions.
- c) Access to Third Party Data will only be possible where explicitly permitted under the terms of a Licence agreement with the Owner.
- d) There are three categories that have been agreed for access to Data by Parties:
 - i) Restricted
 - ii) Licensed
 - iii) Unrestricted

3.1 Restricted Data

Restricted Data is Data which is considered sensitive by a Data Owner and is available to the other Party or third parties only by agreement of the

Owner on a case-by-case basis. This includes Data for which confidentiality and use provisions apply.

3.2 Licensed Data

- 3.2.1 Licensed Data may be provided to third parties by means of a Licence with the relevant Data Custodian.
- 3.2.2 Licensed Data may be used by third parties as agreed on a case by case basis subject to the conditions of the Licence.

3.3 Unrestricted Data

- 3.3.1 Subject to this clause 3.3.2, Unrestricted Data is available to the public without restriction in respect to the purposes for its use.
- 3.3.2 Unrestricted Data and products may be used by third parties for unrestricted use provided that the copyright interests of the Owner are protected. Any party making available Unrestricted Data must require third parties to include on any reproduction of Unrestricted Data the following statement:

Copyright © [insert name of copyright owner] [insert year of creation].

3.4 Data Management Arrangements

- 3.4.1 The Parties agree to the custodianship, management, maintenance, access and use according to whether data is classified as 'Restricted', 'Licensed' or 'Unrestricted' as detailed above and in the Schedules. The classification of each Data set will be agreed on a case by case basis for all Data used for development of the RFA and as outlined in the Schedules to be added to this Data Agreement.
- 3.4.2 The Parties will agree on the Data Custodian to manage, maintain and release the Data as outlined in the Schedules to this Data Agreement. The Data Custodian will maintain a register of all Data transfers for Data classified as Restricted or Licensed that will be available to either Party.
- 3.4.3 Over time, Data may be reclassified from one access category to another, subject to the approval of the Data Owner, agreement by the Parties and the notification of the Custodian of this reclassification.

4. Data Archive

- 4.1 The intention and purpose of the Data Archive is to ensure that baseline Data is available for undertaking RFA reviews.
- 4.2 Access to Archived Data shall be consistent with this Data Agreement.
- 4.3 The Parties will ensure that, subject to clause 4.5, all Singly Owned Data, Jointly Owned Data and Third Party Owned Data including Assessment

Reports, Source Data and Derived Data identified in the Schedules to the Data Agreement will be included in the Data Archive unless confidentiality provisions prevent this.

- 4.4 The Data Archive shall include copies of all Data, models and software in the Schedules, Metadata, and documentation of models or modelling tools, required for the purposes of meeting Regional Forest Agreement obligations and undertaking assessments for RFA Purposes.
- 4.5 Copies of the full Data Archive shall be held at one State location and two Commonwealth locations. Where this is prevented due to commercial, confidentiality, copyright or previous contractual arrangements that Data must nevertheless be archived by the Custodian in a manner satisfactory to both Parties. Remote archiving of Data should be avoided wherever possible.
- 4.6 The Custodian identified in the Schedules to this Data Agreement shall provide copies of the Data, Metadata and other documentation for the Data Archive by the following dates:
 - (a) Eden Region (Schedule 1) by 30 April 2000;
 - (b) Upper North East Region (Schedule 2) by 30 June 2000;
 - (c) Lower North East Region (Schedule 3) by 30 June 2000, and
 - (d) Southern Region (Schedule 4) - by 30 June 2001.
- 4.7 The manager of the NSW copy of the RFA Data Archive will be the Department of Urban Affairs and Planning. The managers of the Commonwealth copies of the RFA Data Archive will be Environment Australia - Department of Environment and Heritage, and Department of Agriculture, Fisheries and Forests (Bureau of Rural Sciences).
- 4.8 Maintenance of the Data Archive will be the responsibility of an appropriate nominee at each of the three Data Archive sites. All archiving of Data and other information must provide appropriate security and must ensure the continuing recoverability of Archived Data (preferably by CD ROM) and must include Metadata and/or other relevant supporting documentation to enable use of that Data and other information.
- 4.9 The Parties shall have access to all Archived Data in the Data Archive as baseline Data for RFA review purposes.
- 4.10 The Archived Data Archive must not be changed, amended or altered unless this is necessary to correct an error occurring during the archiving process, in which case all Data Archive Managers and Parties must be notified and the error must be rectified by the Custodian.

5. Metadata

- 5.1 All Singly Owned Data and Jointly Owned Data identified in the Schedule shall be described by standard Metadata. Standard Metadata will be freely exchanged between Parties and third parties.

- 5.2 The Australia New Zealand Land Information Council (ANZLIC) metadata standards as supplemented for the NSW CRA/RFA process (see CRA Data Manual - *A report undertaken for the NSW CRA/RFA Steering Committee, May 1998*) will be used to describe all Source Data, Existing Data and Derived Data. Metadata for a given Data set is the responsibility of the Custodian for that Data set.
- 5.3 The ANZLIC (1996) 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.).
- 5.4 The Parties will ensure that the custodian for each Data set will provide the Metadata statements to the Australia Spatial Data Directory (ASDD) consistent with jurisdictional practices.

6. Data updates

- 6.1 The Parties agree to provide appropriate mutual access to updated and modified Assessment Data that is not subject to confidentiality obligations and restrictions on use for the purposes of RFA review and monitoring. Any significant upgrades to, or modification of, the Assessment Data must be reported to the other Party on request.
- 6.2 If significantly upgraded versions of Jointly Owned Data are developed in the course of the normal business of either Party, they will be Singly Owned Data and provided to the other Party as required for RFA Purposes in accordance with this Data Agreement.
- 6.3 If upgraded versions are developed for RFA Purposes and the upgrade was jointly funded, the new versions of Data will be Jointly Owned Data unless otherwise agreed and will be provided to the other Party at no cost.
- 6.4 CRA Data yet to be completed and listed as 'work in progress' in the Schedules to this agreement will, on completion, be provided to the other Party consistent with the Ownership Type and Access Categories subsequently agreed between the Parties and identified in the Schedule.
- 6.5 The Parties recognise that access to New Data may be required for the purposes of RFA reviews. Immediately prior to any RFA review the Parties shall determine which New Data is appropriate for review purposes, and negotiate access to that New Data through the Custodian.
- 6.6 The Custodian of any 'work in progress' (as identified on the Schedules) shall notify both Parties upon the completion of those Data sets. Thereafter, access to that Data shall be through the Custodian, in accordance with the appropriate sections of this Data Agreement.

7. Participant Stakeholder Access to Assessment Data Post-RFA Signing

On request, a copy of Licensed and Unrestricted Assessment Data, as archived, will be issued to participant stakeholders subject to the provisions of a Licence issued by the Department of Urban Affairs and Planning.

8. Data Access by Third Parties.

Data access by non-RFA participants will be addressed on a case-by-case basis consistent with the appropriate sections of this Data Agreement and shall be granted through the relevant Custodian.

9. Contacts

Correspondence concerning this Data Agreement should be marked to the attention of the GIS Manager for Regional Forest Agreements in the relevant agency as set out below.

Resources and Conservation Division
Department of Urban Affairs and Planning
GPO Box 3927
Sydney NSW 2001

Department of Agriculture, Fisheries and Forestry - Bureau of Rural Sciences
PO Box E11
BARTON ACT 2600

Environment Australia, Department of Environment and Heritage
GPO Box 787
CANBERRA ACT 2610

**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 continuous improvement based on best science and expert advice and targeted research on critical gaps in knowledge, monitoring or evaluation.