

**GIPPSLAND
REGIONAL FOREST AGREEMENT**

**between
THE COMMONWEALTH OF AUSTRALIA
&
THE STATE OF VICTORIA**

March 2000

THE GIPPSLAND REGIONAL FOREST AGREEMENT

THIS AGREEMENT is made on the _____ day of _____ 2000

BETWEEN

THE STATE OF VICTORIA, (“Victoria” or “the State”), and

THE COMMONWEALTH OF AUSTRALIA (“the Commonwealth”).

Preamble

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

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

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

The parties recognise that natural disturbances, which are occurring at greater frequency and intensity, have the potential to impact on Forest values. Where Forest values are significantly impacted by such events the impacts will be the subject of monitoring and assessment within the framework of this RFA.

Recitals

WHEREAS:

Purpose of Agreement

- A This Regional Forest Agreement (RFA) establishes the framework for the management of the forests of the Gippsland region of Victoria. 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* (Cth), *Regional Forest Agreements Act 2002* (Cth), *Environment Protection and Biodiversity Conservation Act 1999* (Cth), *Export Control (Hardwood Wood Chips) Regulations 1996* (Cth) and the *Export Control (Regional Forest Agreements) Regulations* (Cth). As such, the Agreement:

- identifies a Comprehensive, Adequate and Representative Reserve System and provides for the conservation of those areas;
 - provides for the ecologically sustainable management and use of Forests in the RFA Region;
 - is for the purpose of providing long-term stability of forests and forest industries; and
 - has regard to studies and projects carried out in relation to all of the following matters relevant to the RFA Region:
 - (a) environmental values, including old growth, Wilderness, endangered species, National Estate Values and World Heritage Values;
 - (b) Indigenous heritage values;
 - (c) economic values of forested areas and Forest Industries;
 - (d) social values (including community needs); and
 - (e) principles of ecologically sustainable management.
- C This Agreement 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.
- D This Agreement took effect on 31 March 2000. It was subsequently varied by the Parties in March 2020.

NOW IT IS AGREED as follows:

PART 1

Interpretation

1. This Agreement is to be interpreted, unless the contrary intention appears, with reference to the definitions and general provisions specified in clauses 2 and 3.

Definitions and General Provisions

2. In this Agreement unless the contrary intention appears:

“Aboriginal Heritage Values” means:

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

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

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

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

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

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

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

“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, 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 embodied in the CAR Reserve System;

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

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

“Code of Practice for Timber Production” means the Code of Practice for Timber Production 2014 developed in accordance with the *Conservation,*

Forest and Lands Act 1987 (Vic) and includes all incorporated documents but does not include associated documents;

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

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

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

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

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

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

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

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

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

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

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

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

“Dedicated Reserve” means a formal reserve equivalent to International Union for the Conservation of Nature and Natural Resources (IUCN) Protected Area Management Categories I, II, III, or IV as defined by the IUCN Commission for National Parks and Protected Areas (1994). The status of

Dedicated Reserves is secure, requiring action by the Victorian Parliament or in accordance with Victorian legislation for reservation or revocation. In Victoria, Dedicated Reserves include, but are not limited to, parks under the *National Parks Act 1975* (Vic) and flora, fauna or nature conservation reserves under the *Crown Land (Reserves) Act 1978* (Vic);

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

“Ecological Vegetation Class” or **“EVC”** means for the purposes of the Agreement a forest ecosystem as defined in the JANIS Report. EVCs as they existed at 1998 are described in the *Gippsland Biodiversity Assessment Report* published by the Commonwealth and Victorian RFA Steering Committee in 2000. EVCs as they existed at 2019 in the Gippsland RFA region are listed in Attachment 1;

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

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

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

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

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

“Five-yearly Review” means a review of the same name undertaken pursuant to clause 37 of this Agreement;

“Five-yearly Review Report” means a report prepared pursuant to clause 38I(c);

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

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

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

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

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

“Forest Management Plan” means:

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

“Forest Management Plan for Gippsland” means the document titled ‘Gippsland Forest Management Plan 2004’;

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

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

“Forestry Operations” means -

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

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

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

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

“Gippsland RFA Region” is the area described in clause 4 of this Agreement;

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

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

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

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

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

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

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

“Licence, Consent or Authority” in clause 96 means any licence, consent or authority pursuant to the *Mineral Resources (Sustainable Development) Act 1990* (Vic);

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

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

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

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

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

“Major Event Review” means a review of the same name undertaken pursuant to clause 39F of this Agreement;

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

- (a) World Heritage Values of declared World Heritage Places;
- (b) National Heritage Values of National Heritage Places;
- (c) ecological character of Ramsar Wetlands; and
- (d) species and communities listed in accordance with Part 13 of the EPBC Act (excluding those categories referred to in paragraphs 178(1)(a) and (f), and paragraph 181(1)(c) of the EPBC Act);

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

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

“Mineral” means:

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

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

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

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

“Mining Product” means any Mineral obtained by Mining;

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

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

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

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

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

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

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

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

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

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

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

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

“Panel” means a Panel constituted in accordance with clause 38D of this Agreement;

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

“Party” means a Party to this Agreement;

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

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

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

“Public Land” means:

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

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

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

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

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

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

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

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

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

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

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

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

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

Statutory Conservation Planning Document” means:

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

“Supplementary Report” means the report prepared by the Parties pursuant to clause 38H of this Agreement;

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

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

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

“Threatening Process” means a:

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

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

“Timber Resources” means:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Definition of Region

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

Duration of Agreement

5. This Agreement took effect on 31 March 2000 and will remain in force until 30 June 2030 unless:
 - (a) terminated earlier pursuant to clauses 98, 99 or 100; or
 - (b) extended until a later date by agreement between the Parties.
6. Subject to clause 6A, the process for extending the Agreement for a further period will be determined jointly by the Parties. The Parties agree that it is preferable that any proposed extension be initiated at least 36 months prior to the expiry of the Agreement.
- 6A. The Agreement may only be extended for a further period if:
 - (a) the findings in respect of the Five-yearly Review most recently required to have been undertaken pursuant to the terms of this Agreement demonstrates that the operation of the Agreement has produced outcomes that contribute to the items listed in clause 37(a); or
 - (b) the Parties have taken, or have commenced, remedial action to address any substantive issues identified in the most recent Five-yearly Review Report.

Basis of Agreement — National Forest Policy Statement

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

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; and

- (b) that it is a dispute to be resolved in accordance with clauses 10 to 14.
11. Within 14 days of the notice under clause 10 being served the Parties must attempt to settle the dispute and, in default of settlement, appoint a mediator to conduct a mediation concerning the matter or issue in dispute.
 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 (or to the successor to the named Department, or such other address as notified in writing by the relevant Party):

THE COMMONWEALTH

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

THE STATE

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

PART 2

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 in so far 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 the Interim Forest Agreement

17. This Agreement replaced the Interim Forest Agreement, signed by the Commonwealth and Victorian governments on 27 January 1996 and subsequently amended on 30 June 1998 and 31 December 1999, in relation to the Gippsland 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 Victoria.
19. Neither Party will seek to use existing or future legislation to undermine or impede this Agreement.
20. NOT USED
21. NOT USED
22. NOT USED
23. NOT USED
24. NOT USED
25. The Commonwealth notes that its obligations under the EPBC Act to promote protection of MNES in the RFA Region will involve ongoing cooperative work with Victorian agencies concerning the Gippsland region.
26. The Parties note that the Commonwealth made amendments to the *Environment Protection and Biodiversity Conservation Act 1999* (Cth) to insert definitions of 'RFA Forestry Operations' and 'RFA' or 'Regional Forest Agreement', identical to those contained in the *Regional Forest Agreements Act 2002* (Cth). The purpose of these amendments was to give effect to the Commonwealth Government's intention that Forestry Operations in RFA regions may be undertaken without approval under the *Environment Protection and Biodiversity Conservation Act 1999* (Cth), meaning without requiring approval under Part 3 of the EPBC Act (or its equivalent) where such actions (including in relation to Plantations) are undertaken in accordance with an RFA, save for Forestry Operations (including Plantations) that are in a World Heritage Property, Ramsar Wetland or incidental to another action whose primary purpose does not relate to forestry.

Matters of National Environmental Significance

- 26A. Victoria will maintain a Forest Management System that provides for the protection and management of MNES and will take into account relevant Commonwealth principles, policies and plans.
- 26B. The Parties recognise the importance of research, monitoring, reporting, evaluation and communication to support ongoing decision making with regard to MNES.
- 26C. Victoria agrees to continue to improve, where necessary, the research, monitoring, management, reporting, evaluation and communication mechanisms as part of its adaptive Forest Management System.

Listed Species and Communities

- 26D. The Parties acknowledge there are a wide range of Threatening Processes that have the potential to impact on Listed Species and Communities, including habitat loss and fragmentation (such as timber harvesting and loss of hollow bearing trees), weed invasion, predation and competition, disease, inappropriate fire regimes and Climate Change.
- 26E. The Parties, recognising that priorities can change in light of new information and science, will continue to regularly consult on the priorities for:
 - (a) assessment of the conservation status of native species and ecological communities;
 - (b) recovery of Listed Species and Communities (further information provided in Attachment 2);
 - (c) conservation of Forest Ecosystems;
 - (d) abatement of Threatening Processes that have the potential to impact upon Listed Species and Communities;
 - (e) the preparation, alignment and review of all Statutory Conservation Planning Documents relevant to this Agreement; and
 - (f) research on Listed Species and Communities, Forest Ecosystems and Threatening Processes.
- 26F. The Parties reaffirm their commitment to the implementation of the Common Assessment Method MoU, which seeks to create a single operational list of nationally threatened taxa and communities that is consistent across all State, Territory and the Commonwealth jurisdictions. The Parties note that, in Victoria, the agreement under the Common Assessment Method MoU will be implemented through the provisions of the *Flora and Fauna Guarantee Amendment Act 2019* (Vic), which will come into effect on or before 30 June 2020.
- 26G. Victoria will ensure that the components of its Forest Management System that relate to Listed Species and Communities will:
 - (a) provide for the conservation and recovery of Listed Species and Communities;

- (b) be based on the best available science and give consideration to the advice of, or any determinations made by relevant scientific bodies or committees, including the Victorian Scientific Advisory Committee;
 - (c) to the extent practicable having regard to the associated environmental, social and economic impacts, provide equivalent or greater protection to Listed Species and Communities than afforded by relevant Commonwealth Statutory Conservation Planning Documents;
 - (d) provide for active management of Native Forests in order to build their resilience and diversity; and
 - (e) where relevant, take into account public comment.
- 26H. Where a species or community that is present in the Gippsland RFA Region becomes a Listed Species and Community by virtue of it being newly listed under the EPBC Act, the Commonwealth agrees to develop and publish a Statutory Conservation Planning Document for that species or community at the time of listing, save for in relation to a species that is included in the extinct or conservation dependent categories of the list under section 178 of the EPBC Act.
- 26I. Where a taxon or community that is present in the Gippsland RFA Region becomes a Listed Species and Community by virtue of it being newly listed under the FFG Act, Victoria agrees to develop and publish a Statutory Conservation Planning Document for that taxon or community within 24 months of the date of listing.
- 26J. The Commonwealth agrees not to release, amend or update any Statutory Conservation Planning Document made under the EPBC Act for a Listed Species or Community in the Gippsland RFA Region without first consulting with Victoria on the draft Statutory Conservation Planning Document at least six months prior to it coming into effect or being amended or updated.
- 26K. Where:
- (i) a Listed Species or Community is present in the Gippsland RFA Region; or
 - (ii) there is a change in conservation status of a Listed Species or Community present in the Gippsland RFA Region,
- Victoria will, having regard to relevant Commonwealth Statutory Conservation Planning Documents:
- (a) undertake a risk assessment within six months from each Relevant Date and determine whether additional interim or permanent protections and management actions are necessary;
 - (b) where necessary, use reasonable endeavours to implement interim enforceable protections and priority management actions for the Listed Species or Community within six months from each Relevant Date;
 - (c) where necessary, use reasonable endeavours to implement permanent protections and any other changes to the Forest Management System required for the Listed Species or Community within 24 months from each Relevant Date; and

- (d) use reasonable endeavours to include any protections or management actions implemented pursuant to sub-paragraphs (b) or (c) in any new or updated Victorian Statutory Conservation Planning Documents.

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

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

26L. Where Victoria has not implemented additional permanent protections or management actions within 18 months of the date on which:

- (a) any such protections or management actions were determined necessary under sub-clause 26K(a), or
- (b) a determination was required to have been made pursuant to sub-clause 26K(a) (provided no subsequent determination found that no additional protections or management actions were required),

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

26M. By December 2022, Victoria will review relevant provisions of the FFG Act, *Sustainable Forests (Timber) Act 2004* (Vic), *Forests Act 1958* (Vic), and their subordinate instruments, including the Code of Practice for Timber Production, to identify what, if any, measures or improvements could be made to strengthen protections for Listed Species and Communities within Victoria's Forests.

26N. In addition to reviewing Statutory Conservation Planning Documents at the legislatively defined intervals, the Parties agree to work collaboratively to review their respective Statutory Conservation Planning Documents within 24 months, and update as necessary, following the occurrence of the following events:

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

26O. The Parties agree to:

- (a) work together to try and achieve alignment of Statutory Conservation Planning Documents for the same species or community, within any constraints imposed by legislation; and

- (b) encourage implementation of priority actions identified in any relevant Statutory Conservation Planning Document,
that relate to a Listed Species or Community.
- 26P. Victoria agrees to:
 - (a) use and maintain science-based planning tools to determine priority actions for the management of Listed Species and Communities, and make those planning tools publicly accessible; and
 - (b) consider the broader benefits and potential impacts on other native species in determining priority actions.
- 26Q. The Parties acknowledge the need to achieve a net improvement in the outlook for native species through an improvement in suitable habitat and the active management of threats.
- 26R. For all Listed Species and Communities present in the Gippsland RFA Region, Victoria will use its best endeavours to:
 - (a) protect important populations and sufficient current and future habitat in the CAR Reserve System where such action is likely to ensure that viable populations are maintained throughout the species' range;
 - (b) as appropriate, apply additional measures where that species or community is Climate Change Vulnerable, including (but not limited to) measures such as:
 - (i) identification and protection of Refugia;
 - (ii) greater active management, including of threats; and
 - (iii) consideration of options for translocation, gene mixing and ex situ conservation; and
 - (c) protect important occurrences of the species or community in the CAR Reserve System and maintain or restore ecological management regimes to ensure its viability.
- 26S. The Parties recognise the vital role that active management of threats to Listed Species and Communities plays in achieving their recovery. Victoria is committed to the active management of Native Forests on Public Land through proactive measures such as pest and weed control, use of silviculture practices to improve the Forest's structure and condition and revegetation of priority areas.

World Heritage Places

- 27. The Parties acknowledge that the World Heritage Values of a World Heritage Place are protected by Part 3 of the EPBC Act as, pursuant to section 42 of the EPBC Act, the exemption to the application of Part 3 for RFA Forestry Operations does not apply to a property included in the World Heritage List.
- 27A. The Parties agree to participate in the assessment of any future World Heritage Places consistent with the Australian World Heritage Intergovernmental Agreement.

National Heritage Places

27B. The Parties agree that the Forest Management System provides for the protection of National Heritage Values of National Heritage Places in accordance with National Heritage Management Principles.

Commonwealth Heritage Places

27C. The Parties agree that the Forest Management System provides for the protection of Commonwealth Heritage Values through the management of Commonwealth Heritage Places in accordance with Commonwealth Heritage Management Principles.

Ramsar Wetlands

27D. The Parties acknowledge that the Forest Management System, in conjunction with Commonwealth law, provides for the protection of the ecological character of Ramsar Wetlands, in accordance with Australia's obligations under the Ramsar Convention, by:

- (a) the application of Part 3 of the EPBC Act, as the exemption to the application of Part 3 of the EPBC Act for RFA Forestry Operations does not apply to Ramsar Wetlands pursuant to section 42 of the EPBC Act;
- (b) management of Ramsar Wetlands under the Forest Management System, including having regard to Ramsar Wetland information sheets and Ramsar Wetland ecological character descriptions; and
- (c) management of the relevant threatened ecological communities listed under the FFG Act or the EPBC Act.

28. NOT USED

29. NOT USED

30. NOT USED

31. NOT USED

Export Controls

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

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

33. Parties agree that no controls under the *Export Control Act 1982* (Cth) or the regulations made thereunder, other than those described in clause 32, will apply to Processed and Unprocessed Wood sourced from the Gippsland RFA Region while this Agreement is in place.
34. NOT USED
35. NOT USED

Monitoring of the Agreement

- 35A. The implementation of this Agreement is monitored through:
 - (a) the Milestones provision at clause 36;
 - (b) annual meetings conducted in accordance with clauses 36A and 36B;
 - (c) Five-yearly Reviews conducted in accordance with clauses 37 to 39E;
 - (d) Major Event Reviews conducted in accordance with clauses 39F to 39J;
 - (e) the monitoring and reporting provisions contained in clauses 42 to 45; and
 - (f) the auditing provisions contained in clauses 46A to 46J.
- 35B. The Parties agree to maintain open communication on matters relating to the implementation of this Agreement, including raising and responding to issues at any time.

Milestones

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

Annual meetings

- 36A. The Parties agree to hold annual executive-level bilateral meetings to monitor the implementation and performance of the Agreement. As part of each annual meeting the Parties will:
 - (a) assess progress against or achievement of the Milestones that fell due in the preceding year, or were outstanding from any of the preceding years;
 - (b) assess progress against agreed research activities and identify new research needs and objectives (if any);
 - (c) consider any timber harvesting compliance issues which have arisen in the preceding year;
 - (d) consider the impacts of any Major Events within the preceding year;
 - (e) identify and discuss any issues relating to the operation or performance of the Agreement in the preceding year;
 - (f) discuss the preparation and implementation of Statutory Conservation Planning Documents in accordance with the terms of this Agreement for Listed Species and Communities within the RFA Region; and

- (g) discuss any matters or issues or events that have arisen in the preceding year.
- 36B. A joint statement that reports on the outcomes of the annual meetings will be made publicly available by being published on an internet site maintained by, for or on behalf of one or both Parties.

Five-yearly Reviews

Five-yearly Review scope and process

37. Subject to clauses 38C and 101.4, for each five year period, a review of the performance of the Agreement will be undertaken. The purpose of the Five-yearly Review is to assess and evaluate:
- (a) the extent to which the operation of the Agreement has produced outcomes that:
 - (i) provide for a CAR Reserve System;
 - (ii) provide for ESFM and adaptive Forest Management;
 - (iii) provide for the long-term stability of Forests and Forest Industries;
 - (iv) demonstrate effective management of MNES, which is to be assessed having regard to condition trends of each MNES;
 - (v) advance Traditional Owner self-determination and the effective management of MTOS;
 - (vi) achieve the highest and best value uses of Native Forests on Public Land having regard to all Forest values, including Traditional Owner, social, environmental, Ecosystem Services and economic values; and
 - (vii) support the achievement of objectives within national and Victorian biodiversity strategies;
 - (b) the effectiveness of management prescriptions and responses to disturbances related to Listed Species and Communities;
 - (c) the Parties' progress in developing and implementing Statutory Conservation Planning Documents in accordance with the terms of this Agreement;
 - (d) whether the Milestones have been implemented in a manner that furthers the outcomes listed in clause 37(a);
 - (e) Victoria's performance against the list of Sustainability Indicators developed under clause 50B of this Agreement;
 - (f) the social and economic benefits derived from the management and use of Forests;
 - (g) whether current and proposed research across the Forest Estate is sufficient, is prioritised appropriately and addresses known knowledge gaps;

- (h) the extent to which Victoria has supported the advancement of Traditional Owner Knowledge and its application to Forest Management;
 - (i) the extent to which the commitments in the joint government responses to the preceding Five-yearly Reviews have been adequately implemented;
 - (j) the current and forecast impacts of Climate Change on the CAR Reserve System, ESFM and the stability of Forests and Forest Industries; and
 - (k) the adequacy of the CAR Reserve System (as provided for under this Agreement) in meeting the functions identified in clause 62 of this Agreement.
38. The purpose of the Five-yearly Review process under this Agreement is not to renegotiate the Agreement. While the review process will not open up the Agreement to re-negotiation, both Parties may agree to modifications to this Agreement to incorporate the results of the review.
- 38A. The Parties note that the Victorian State of the Forests Report required by the *Sustainable Forests (Timber) Act 2004* (Vic) provides an ongoing mechanism to monitor implementation of ESFM, including across key environmental, social and economic indicators. As such, it will be a key source of information in the Five-yearly Reviews under this Agreement.
- 38B. The Parties agree that:
- (a) the timing of the Five-yearly Review will align with Victorian and national forest reporting;
 - (b) consultation and the Further Assessment of Matters Report undertaken in 2019 as part of the process of extending this Agreement, the results of the monitoring of Sustainability Indicators for the national *State of the Forests Report 2018* and the Victorian *State of the Forests Report 2018* constitute the Five-yearly Review that was due in 2020; and
 - (c) the next Five-yearly Review will commence in 2025 and thereafter, subject to clause 38C, within the last year of each five year period during the term of the Agreement.
- 38C. The Parties agree that, where a Five-yearly Review falls due for commencement in the final year of the Agreement, no Five-yearly Review is required to be undertaken, however, Victoria will provide the Commonwealth with a report on the condition trends of MNES present in Victoria.

Conduct of Five-yearly Review

- 38D. Five-yearly Reviews are to be conducted by a panel (the Panel) comprised of:
- (a) the Victorian Commissioner for Environmental Sustainability or, if there is no Victorian Commissioner for Environmental Sustainability, an independent reviewer selected by Victoria and agreed by the Commonwealth;
 - (b) an independent reviewer selected by the Commonwealth of Australia and agreed by Victoria; and

- (c) other members, as agreed by the Parties.
- 38E. For the purposes of clause 38D(c), the Parties will actively consider Traditional Owner representation on the Panel.
- 38F. The Parties must jointly prepare and agree upon the terms of an agreement (the Scoping Agreement) which:
- (a) sets out the matters which the Panel must consider and report on, which must include the matters specified in clauses 37(a) to (k);
 - (b) includes the proposed approach to consultation and engagement with Traditional Owners, stakeholders and communities; and
 - (c) identifies any agreed timeframes, priorities, procedures and funding arrangements.
- 38G. For the purposes of clause 38F(c), the Parties agree that they will share equally the costs associated with activities that the Parties agree are required to be undertaken for each Five-yearly Review, and that such activities will be set out in the Scoping Agreement.
- 38H. The Parties must jointly prepare a report (the Supplementary Report) that supplements the Victorian State of the Forests Report by providing any additional information or data required in order to:
- (a) inform the consultation and engagement; and
 - (b) enable the Panel to consider the Parties' progress in achieving the outcomes set out in clauses 37(a) to (k).
- 38I. The Parties agree that, in conducting each Five-yearly Review, the Panel will be engaged to:
- (a) consider the matters specified in clauses 37(a) to (k) and any other matters outlined in the Scoping Agreement developed pursuant to clause 38F, having regard to:
 - (i) the Victorian State of the Forests Report;
 - (ii) the Supplementary Report;
 - (iii) the statements prepared jointly by the Parties pursuant to clause 36B of this Agreement as part of the annual meeting procedure;
 - (iv) feedback received from consultation and engagement undertaken to inform the Five-yearly Review; and
 - (v) any other public reports which the Panel considers relevant to the matters that are to be considered by it;
 - (b) set the strategic direction for, agree the approach to and take into account feedback received from consultation and engagement with Traditional Owners, stakeholders and communities to inform the Five-yearly Review; and
 - (c) develop and submit a report (the Five-yearly Review Report) detailing the Panel's findings and recommendations,

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

39. NOT USED

39A. In accordance with subsection 10(6) of the *Regional Forest Agreements Act 2002* (Cth), the Commonwealth Minister responsible for forestry will table each Five-yearly Review Report in each House of the Parliament within 15 sitting days of that House after the report is provided to the Minister.

39B. The Parties agree to:

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

39C. In the development of a joint government response pursuant to clause 39B, Victoria will consult with Traditional Owners in relation to the findings and recommendations contained in the Five-yearly Review Report.

39D. The Parties agree to work collaboratively to implement the Parties' commitments in the joint government response released by the Parties pursuant to clause 39B(b) of this Agreement.

Satisfactory completion of Five-yearly Review

39E. A Five-yearly Review will be satisfactorily completed upon the public release of the joint government response to the Five-yearly Review Report pursuant to clause 39B(b) of this Agreement.

Major Event Review

39F. Subject to clause 39G, within six months of the occurrence of a Major Event, the Parties may jointly agree to conduct a review to assess the impacts of the Major Event on the:

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

39G. A review pursuant to clause 39F of this Agreement:

- (a) can only be undertaken if both Parties jointly agree to undertake the review;
- (b) is to be conducted by a Panel constituted in accordance with clause 38D of this Agreement;
- (c) is to be jointly funded by the Parties in accordance with clause 39H;

- (d) must include public consultation and an assessment of the impacts of the Major Event on Environment and Heritage Values, Listed Species and Communities, Ecosystem Services, economic and social values; and
 - (e) can constitute a Five-yearly Review if it:
 - (i) is agreed by both Parties;
 - (ii) is carried out for the whole of the RFA Region;
 - (iii) is conducted within one year of the date on which the Five-yearly Review is due to be commenced pursuant to clause 38B(c);
 - (iv) meets the purpose and scope of a Five-yearly Review described in clause 37; and
 - (v) is conducted in accordance with clauses 38D – 39E.
- 39H. For the purposes of clause 39G(c), the Parties agree that they will share equally the costs associated with activities that the Parties agree are required to be undertaken for each Major Event Review, and that such activities will be set out in a Scoping Agreement prepared in accordance with clause 39I of this Agreement.
- 39I. The Parties must jointly prepare and agree upon the terms of an agreement (the Scoping Agreement) which:
- (a) sets out the matters which the Panel must consider and report on;
 - (b) includes the proposed approach to consultation and engagement with Traditional Owners, stakeholders and communities; and
 - (c) identifies any agreed timeframes, priorities, procedures (including the process for ending a review) and funding arrangements.
- 39J. For the avoidance of doubt, the Parties agree that the purpose of a Major Event Review is not to open the Agreement up to renegotiation, but to assess the impacts of the Major Event on the matters identified in clause 39F for the purposes of considering what, if any, remedial action needs to be undertaken to address the impacts of the Major Event.

ECOLOGICALLY SUSTAINABLE FOREST MANAGEMENT

40. 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 in accordance with clause 7 are:
- the establishment and maintenance of a CAR Reserve System (Attachment 1);
 - providing for the long-term stability of Timber and Forestry Products Industries;
 - an integrated and strategic Forest Management System that actively generates and is capable of responding to new information; and

- ensuring that harvested areas of Native Forest on Public Land are successfully regenerated, maintaining the natural floristic composition.
41. The Parties agree that the Victorian Forest Management System provides for ecologically sustainable management of Forests in the Gippsland RFA Region and that these processes and systems are accredited by the Commonwealth in clause 48 of this Agreement.
- 41A. The Parties recognise that the Victorian Forest Management System is designed to produce effective outcomes for fauna, flora, soil and water conservation and Environment and Heritage Values in State Forests and provides a sound basis for implementation and continual improvement of such to achieve ESFM.
- 41B. Victoria confirms its commitment to the ongoing implementation and achievement of ESFM on both Public Land and Private Land through the continued implementation of and improvements to its Forest Management System and adaptive Forest Management.
- 41C. Victoria commits to:
- (a) undertaking a comprehensive review of the Code of Practice for Timber Production by December 2023; and
 - (b) thereafter, considering what, if any, updates to the document are required at least every five years for so long as the Agreement remains in effect.

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

- 41D. The Parties recognise that ongoing and enhanced monitoring and data analysis is necessary to ensure the Forest Management System is able to adapt in response to changing circumstances and to enable strategic, long-term decisions about Forests.

Monitoring, Reporting and Consultative Mechanism on Ecologically Sustainable Forest Management

42. Victoria will report on the results of monitoring of Sustainability Indicators.
- 42A. The Parties agree that, for the purposes of clause 42, Victoria will publicly report on the results of monitoring of Sustainability Indicators as part of each Five-yearly Review.
- 42B. The Parties recognise that:
- (a) the Forest Management System is enhanced by adaptive management and continuing mechanisms to monitor, report and evaluate the sustainability of Forest Management policies and practices;
 - (b) ESFM outcomes are enhanced by genuinely engaging with stakeholders and local communities in a transparent and accessible way, to enable meaningful participation in decision-making processes;
 - (c) fostering stakeholder and community understanding of ESFM in the Gippsland RFA Region is important; and

- (d) a range of processes and instruments exist which provide for public participation, consultation and/or reporting, including (but not limited to) processes associated with:
- preparation and review of legislation, regulations, codes of practice and Statutory Conservation Planning Documents;
 - Victorian Environment Assessment Council studies;
 - preparation and review of strategies and plans for the management of Native Forest, including the management of Forestry Operations in State Forests (until such time as they cease on 30 June 2030) and fire;
 - reporting on Harvest Levels and volumes of Timber Resources taken from the RFA Region;
 - State of the Forests reporting; and
 - Five-yearly Reviews and Major Event Reviews.
43. Comprehensive Regional Assessments and the development of this Agreement provided extensive opportunities for public participation and reporting. Parties recognise that the public reporting activities and on-going opportunities for public participation and consultation associated with existing Victorian and Commonwealth processes and instruments will continue.
44. In addition to these activities, Victoria agrees to publish future reports of audits of compliance with the Code of Practice for Timber Production. Supporting documents will also be publicly available.
45. Victoria will further develop the transparency and accountability of its Forest Management processes by producing, publishing and regularly reviewing Statements of Regulatory Intent.
46. Victoria undertakes to:
- (a) continue to manage the Dedicated Reserves within the CAR Reserve System in accordance with the relevant government approved response to the recommendations of the Land Conservation Council, the Environment Conservation Council and VEAC; and
 - (b) manage cultural values, both Aboriginal and non-Aboriginal, in the Gippsland RFA Region in accordance with the principles set out in Part 2 of Division 1 of the *Aboriginal Heritage Act 2006* (Vic) and the *Heritage Act 2017* (Vic).
 - (c) NOT USED

Auditing of the Agreement

Initiating an audit

- 46A. Subject to clauses 46B and 46C either Party may initiate an audit if that Party has reasonable grounds to suspect that a Party has not complied with a:
- (a) material term of this Agreement; or
 - (b) Milestone.

- 46B. Before a Party may initiate an audit, the initiating Party must issue upon the other Party a written notice which:
- (a) advises of its intention to initiate an audit;
 - (b) outlines the reasons why it intends to initiate an audit; and
 - (c) if relevant, specifies what remedial actions the other Party could take to wholly address the concerns being raised by the initiating Party.
- 46C. Where a Party initiates an audit, the written notice provided under clause 46B must identify the period of time which the audit is to consider. The period of examination cannot pre-date the period of time reviewed as part of the most recent Five-yearly Review.
- 46D. A Party cannot initiate an audit unless:
- (a) a period of 90 calendar days has passed since the date on which a written notice was issued pursuant to clause 46B;
 - (b) a remedial action identified in a notice given under clause 46B (if any) has not been complied with; and
 - (c) it has consulted with the other Party in relation to the:
 - (i) scope of the audit;
 - (ii) the conduct of the audit, including any public facing components;
 - (iii) criteria against which the audit will be conducted; and
 - (iv) appointment of an independent auditor.

Conduct of audits

- 46E. Audits must be conducted by an independent auditor that is to be appointed by the initiating Party in consultation with the other Party. The independent auditor must be directed by the initiating Party to produce a report that makes findings and identifies any remedial actions that should be taken to address any identified issues.
- 46F. The scope of an audit is confined to an assessment of the matters identified in a written notice given under clause 46B of this Agreement.
- 46G. An audit should be conducted in the most efficient and effective manner possible to address the matters identified by the initiating Party and must have regard to the views and concerns of both Parties.
- 46H. The Parties agree to cooperate fully in any audit.
- 46I. Either Party may publish a report produced by the independent auditor in accordance with a direction issued under clause 46E:
- (a) with the prior written consent of the other Party; or
 - (b) as required by law.
- 46J. The costs of an audit will be borne by the initiating Party.

Forest Management System

47. Parties agree that Victoria's Forest Management System (including its legislation, policies, Codes, plans and management practices) provides for continuous improvement in relation to ESFM.
48. The Commonwealth accredits Victoria's Forest Management System for the Gippsland region as amended by this Agreement. The system includes:
 - Forest Management Plans and the process for their review;
 - the *Sustainable Forests (Timber) Act 2004* (Vic);
 - the *Flora and Fauna Guarantee Act 1988* (Vic);
 - the process for forecasting Harvest Level in the Gippsland RFA Region; and
 - the systems and processes established by the Code of Practice for Timber Production and the Code of Practice for Bushfire Management on Public Land.
- 48A Victoria will notify the Commonwealth of any substantive changes to the Forest Management System in a timely manner and, where possible, discuss the proposed changes with the Commonwealth in advance of any final decision.

Sustainability Indicators

49. Parties agree that the current Forest Management System will maintain appropriate mechanisms to monitor and review the sustainability of forest management practices. The Parties note that Victoria will continue to align key performance indicators in the Victorian State of the Forest Report with the Montreal Process Criteria and indicators (as amended from time to time), the current form of which is specified in Attachment 7, and will take into account the framework of regional indicators developed by the Montreal Process Implementation Group for Australia (MIG). Indicators will be practical, measurable, cost-effective and capable of being implemented at the regional level.
50. Victoria has a set of Sustainability Indicators, which are aligned with the Montreal Process Criteria and indicators, as adapted to Australia through the Montreal Process Implementation Group for Australia, and are reported on every five years in the Victorian State of the Forests Report and inform the Five-yearly Review.
- 50A. Victoria will continue to publicly report on its Sustainability Indicators every five years in its State of the Forests Report to align with and inform the Five-yearly Reviews required under this Agreement.
- 50B. Victoria will, in consultation with Traditional Owners, review its Sustainability Indicators by 2023 having regard to:
 - (a) maintaining a list of Sustainability Indicators which, at a minimum, will account for the Montreal Process Criteria and indicators;
 - (b) the United Nations Sustainable Development Goals and their successors or equivalents;
 - (c) the United Nations Declaration on the Rights of Indigenous Peoples;

- (d) Traditional Owner Knowledge and practice;
 - (e) relevant MTOS;
 - (f) a wide range of contemporary Forest values and uses; and
 - (g) any relevant national targets.
51. Victoria agrees to review its Sustainability Indicators following each relevant review of the National Sustainability Indicators and will, at a minimum, maintain a list of indicators that satisfies national level reporting requirements.

Private Land

52. The Parties reaffirm their commitments made in the NFPS to the conservation and management of the private Forest Estate. The Parties note that Victoria has, under the *Planning and Environment Act 1987* (Vic), native vegetation retention controls to regulate the clearance of Native Forest on Private Land.
53. Under Victorian law private Forest owners are required to ensure that their management operations are consistent with the Code of Practice for Timber Production, and to have in place adequate mechanisms to protect nature conservation and catchment values.
54. EVCs predominantly occurring on Private Land within the RFA Region which are current priorities for conservation are identified in Tables 1a and 1b in Attachment 1. Parties agree that priority EVCs occurring predominantly on Private Land (as identified in Tables 1a and 1b in Attachment 1) can be managed to protect values consistent with the JANIS Reserve Criteria or could contribute to the CAR Reserve System through a range of mechanisms including (but not limited to) the mechanisms identified in Attachment 1.
- 54A. The Parties recognise the importance of Environment and Heritage Values, Listed Species and Communities and Ecosystem Services on Private Land. Victoria agrees to continue to support processes which will facilitate the voluntary participation by private landholders to protect these values on Private Land, which in turn becomes part of the CAR Reserve System.
- 54B. Victoria will, for the duration of this Agreement, investigate and pursue opportunities to increase permanently protected areas as well as enhance conservation on Private Land through additions to the CAR Reserve System.
55. NOT USED
56. NOT USED
57. NOT USED
58. NOT USED
59. NOT USED
60. NOT USED
61. NOT USED

THE CAR RESERVE SYSTEM

62. Parties agree that the primary function of the CAR Reserve System is to ensure the long-term conservation and protection of Environment and Heritage Values, Listed Species and Communities and Ecosystem Services, and that the

CAR Reserve System will be maintained for this purpose. The CAR Reserve System includes the land described in Attachment 1.

- 62A. The Parties acknowledge that, in addition to the maintenance of the CAR Reserve System, achieving the long-term conservation and protection of Environment and Heritage Values, Listed Species and Communities and Ecosystem Services requires active management by Victoria to address Threatening Processes.
63. Parties agree that the CAR Reserve System described in Attachment 1, in conjunction with the arrangements proposed for Private Land in Attachment 1, satisfies the JANIS Reserve Criteria, through the provision of each of the constituent elements as described in clause 63A. Each element of the reserve system will be administered in accordance with Victorian legislation.
- 63A. The Parties agree that the CAR Reserve System established in accordance with this Agreement (including as it has been progressively added to and as further defined in Attachment 1), comprises:
- (a) Dedicated Reserves;
 - (b) Informal Reserves;
 - (c) areas with CAR Values protected by prescription; and
 - (d) Private Land with CAR Values protected under secure management arrangements entered into with Private Land owners,
- and that changes to the composition of these constituent elements enable the provision of adaptive and ecologically sustainable management of Forests.
64. Victoria agrees to implement the CAR Reserve System described in Attachment 1. The extent of the CAR Reserve System within Dedicated Reserves and Informal Reserves:
- (a) at the time of the establishment of the Agreement in 2000 is identified on Map 1;
 - (b) as at December 2019 is identified on Map 2; and
 - (c) will be periodically mapped and made publicly available.
- 64A. Victoria agrees to maintain a CAR Reserve System in the Gippsland RFA Region that satisfies the JANIS Reserve Criteria (through the provision of each of the constituent elements as described in clause 63A) and contributes towards the National Reserve System in respect of Forest communities.
- 64B. Victoria will use its best endeavours to progressively increase protection levels for priority EVCs as soon as practicable, subject to wood supply commitments.
- 64C. Victoria will use its best endeavours to conserve and protect all EVCs, with a particular focus on vulnerable, rare and endangered EVCs, both within the CAR Reserve System and off reserve (non-CAR Reserve components of State Forests and Private Land), by:
- (a) identifying opportunities to reduce the extent and severity of Threatening Processes;

- (b) increasing the protection of hollow bearing trees and tree ferns in relevant EVCs to maintain ecological processes;
 - (c) limiting the impacts of bushfires and planned burning and associated operational activities;
 - (d) actively managing pest plants and animals;
 - (e) investigating opportunities to implement alternative silviculture techniques such as variable retention harvesting;
 - (f) adapting to the impacts of natural disturbances, such as bushfires; and
 - (g) implementing any other mechanisms considered appropriate, as determined based on the best available science.
- 64D. Victoria commits to review the conservation status of EVCs prior to the commencement of each Five-yearly Review under this Agreement.
- 64E. Subject to clauses 65 and 65A, the Parties agree that changes will be periodically required to the CAR Reserve System to reflect changes in information or management arrangements and the impacts of natural disturbances such as bushfires.
65. Parties agree that changes to that component of the CAR Reserve System in State Forest will only occur in accordance with this Agreement, will not lead to a net deterioration in the protection of identified CAR Values, and will be publicly available.
- 65A. The Parties note that, for the purposes of clause 65, the principles and guiding considerations that will inform changes to the CAR Reserve System in State Forests are:
- (a) providing for the highest and best value uses of Forests (greatest benefits);
 - (b) providing climate Refugia for Listed Species and Communities;
 - (c) increasing habitat connectivity;
 - (d) addressing Climate Change Vulnerability;
 - (e) considering the impacts on Forest Industries and other uses;
 - (f) considering the impacts on Ecosystem Services;
 - (g) providing for appropriate Forest structure and age distribution and sufficient protection and management of areas of maturing Forest to facilitate Old Growth Forest recruitment; and
 - (h) adapting to the impacts of natural disturbances such as bushfires on Forest values.
66. NOT USED
- 66A. Victoria will notify the Commonwealth of any substantive changes to the CAR Reserve System that may significantly impact on MNES or wood supply to industry.
67. Victoria agrees to:

- (a) produce, publish and maintain in force at any given time one or more Forest Management Plans that apply to the land within the RFA Region; and
 - (b) review and update any Forest Management Plan that applies, either in part or wholly, to land within the Gippsland RFA Region by December 2023 and at least every ten years thereafter for so long as this Agreement remains in effect.
- 67A. For the purposes of clause 67, in reviewing the Forest Management Plans Victoria will have regard to all relevant matters, including (but not limited to):
- (a) the needs of the Forest in order to maintain ecosystem health and vitality;
 - (b) Traditional Owner Country Plans or equivalent, associated strategies and agreements or relevant documents;
 - (c) the objectives, targets and metrics in Victoria's current biodiversity strategy;
 - (d) the broad range of values and uses of the Forest;
 - (e) the impacts of Climate Change;
 - (f) community aspirations and objectives;
 - (g) the need for active management to reduce bushfire risk and support the recovery of Forests and communities that depend on them after bushfire;
 - (h) threat management; and
 - (i) actions for surface and groundwater catchment management and soils.
- 67B. The Parties recognise that all Victorian Rainforest is protected from timber harvesting through the Forest Management System which, in addition to protecting Rainforest from disturbance will provide for the recovery of Rainforest in areas where it has been fragmented or disturbed. Victoria will protect Rainforest communities from the impacts of timber harvesting through the use of appropriate buffers to maintain microclimatic conditions and protect from disease and other disturbance.
- 67C. The Parties note that, on 7 November 2019, Victoria committed to protecting all Old Growth Forest within Native Forests on Public Land from timber harvesting. Victoria will include in the Forest Management System mechanisms to protect all Old Growth Forest within Native Forests on Public Land from timber harvesting.
- 67D. Victoria commits to ensuring that, for the duration of the Agreement, all Rainforest and Old Growth Forest within Native Forests on Public Land will remain protected from timber harvesting.

Protection of Environment and Heritage Values

- 67E. The Parties agree to maintain the level of protection of Environment and Heritage Values in the RFA Region, but recognise that minor changes to the manner in which such protections are implemented may occur as a result of changes to the CAR Reserve System in State Forest.

67F. The Parties agree that the CAR Reserve System, established in accordance with this Agreement, and the application of the Forest Management System in Victoria, protects Environment and Heritage Values. Further protection is provided through other mechanisms within the Forest Management System.

Climate Change

67G. The Parties acknowledge:

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

67H. The Parties agree to use their best endeavours to improve Climate Change resilience and future viability of Listed Species and Communities and other MNES informed by best practice approaches, best available science and Traditional Owner Knowledge.

67I. Victoria:

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

67J. The Parties agree that, if the outcome of a Five-yearly Review indicates that Climate Change has had, or is forecast to have, a significant impact on the CAR Reserve System, Victoria will consider whether changes are required to the CAR Reserve System.

67K. For the purposes of clause 67J Victoria must consider the impact that any changes to the CAR Reserve System may have on ESFM and the long-term stability of Timber and Forestry Products Industries.

FOREST INDUSTRIES

68. NOT USED

69. NOT USED

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

70A. Victoria is committed to:

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

70B. Victoria will facilitate greater collaboration between Forest Industries to enable the highest and best use of the available Forest resources.

Timber and Forestry Products Industries

70C. The Parties recognise that, from 1 July 2030, all commercial harvesting of Timber Resources from Native Forests on Public Land in Victoria will cease.

70D. The Parties recognise that, until 30 June 2030, State Forest outside the CAR Reserve System can be available for timber harvesting in accordance with the *Sustainable Forests (Timber) Act 2004* (Vic) and the Code of Practice for Timber Production.

70E. Victoria recognises that, until 30 June 2030, the provision of forecasts of the long- and medium-term supply of available Timber Resources from State Forest plays a vital role in supporting investment and diversification by Timber and Forestry Products Industries. In addition, Victoria recognises that the provision of supply forecasts and the basis for their calculation is important to other Forest Industries and users, and the broader Victorian community.

70F. Victoria will forecast and make publicly available the Harvest Level from State Forests in the RFA Region. In determining the Harvest Level, Victoria will have regard to the following factors:

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

- (f) any other relevant factors.
- 70G. When publishing and making available the Harvest Level, Victoria will specify the methodology and assumptions used to forecast the Harvest Level.
- 70H. Victoria commits to ensuring that the volume of Timber Resources harvested from State Forest in the RFA Region over the period 1 July 2019 to 30 June 2030, for both ash and mixed species, will not:
 - (a) over any five year period from 1 July 2019 to 30 June 2030, exceed the cumulative total of the Harvest Level as calculated for each year of that five year period; or
 - (b) in any given year, amount to more than 120 per cent of the annual Harvest Level for that year.
- 70I. Up until 30 June 2030, Victoria will:
 - (a) review and, as necessary, adjust the Harvest Level at least once in every five-year period, taking into consideration the findings of the most recently completed RFA Five-yearly Review process and the findings of the most recent Major Event Review (if any); and
 - (b) make the outcomes of these reviews publicly available.
- 70J. Should a Major Event with the potential to significantly impact the Harvest Level occur, Victoria commits to commencing a review of the Harvest Level within 12 months. A review undertaken following a Major Event can constitute the next regular review required under clause 70I.
- 70K. Victoria will annually report on the annual and cumulative harvest volume of Timber Resources taken for commercial purposes (including sawlog, pulp wood and commercial firewood) from State Forests in the RFA Region that has occurred since 1 July 2019 up until harvesting ceases on 30 June 2030.
- 70L. The Parties commit to working to remove regulatory barriers to, and stimulate private and public investment in, Timber and Forestry Products Industries across Victoria's Forest Estate, including:
 - (a) new research and development, innovation and technology to maximise job creation and the efficient, high-value utilisation of timber; and
 - (b) Plantation and farm forestry development, downstream processing, value-adding industries.
- 71. As part of providing greater security of access to forest resources, the Commonwealth will not prevent enterprises obtaining, using or exporting Processed and Unprocessed Wood products sourced from Forests in the Gippsland RFA Region in accordance with this Agreement.
- 72. NOT USED
- 73. NOT USED
- 74. NOT USED
- 75. NOT USED
- 76. NOT USED
- 77. NOT USED

Apiculture

- 77A. The Parties recognise that the apiculture industry contributes to food security through the provision of crop pollination services and requires access to floral resources within Forests.
- 77B. The Parties support access to and management of select areas of Native Forest on Public Land to provide beekeepers with access to apiary sites for the purposes of apiculture.

Tourism and recreation

- 77C. The Parties acknowledge that nature-based tourism, cultural tourism and recreation associated with Native Forests provide a growing source of employment and revenue for regional communities.
- 77D. The Parties support access to and management of select areas of Native Forest on Public Land to provide opportunities for a diverse range of recreation and tourism experiences.

Carbon markets

- 77E. The Parties acknowledge the social, environmental and economic opportunities from Forests presented by emerging carbon markets.

INDIGENOUS HERITAGE AND TRADITIONAL OWNER RIGHTS AND PARTNERSHIPS

78. Victoria agrees to ensure the appropriate management and protection of Aboriginal heritage including the maintenance of Traditional Owner identified living natural and biocultural uses and values.
- 78A. The Parties agree that the Forest Management System provides a framework for the protection of Aboriginal Heritage Values.
- 78B. Victoria will ensure that the Forest Management System provides for the management and protection of Traditional Owner identified living natural and biocultural values and uses.
- 78C. Through self-determination, Victoria will empower Traditional Owners to lead the application of Traditional Owner Knowledge in land management practices and innovations, including tangible and intangible heritage and identity.
79. This Agreement is not intended to influence either current or future Native Title claims in any way. The Parties acknowledge that if any implementation of this Agreement could affect Native Title rights and interests, that action will be taken in accordance with the *Native Title Act 1993* (Cth) and any future State legislation which deals with Native Title matters.
- 79A. This Agreement is not intended to influence or impact upon any agreements entered into under the *Traditional Owner Settlement Act 2010* (Vic), or those currently under negotiation. The Parties acknowledge that if the implementation of this Agreement could affect rights under the *Traditional Owner Settlement Act 2010* (Vic), that action will be taken in accordance with the *Traditional Owner Settlement Act 2010* (Vic), and any agreements made under that Act that remain in force.
- 79B. The Parties acknowledge the:

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

79C. Victoria:

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

- 79D. The Parties recognise the United Nations Declaration on the Rights of Indigenous Peoples, including the right for the Aboriginal people of Victoria to practise and revitalise their cultural traditions and customs. This includes the right to maintain, protect and develop their cultural traditions and customs, and Data Sovereignty.

PLANTATIONS

80. The Parties note that in accordance with the terms of the *Export Control Act 1982* (Cth) or the regulations made thereunder, controls on the export of Processed and Unprocessed Wood sourced from Victorian Plantations will not apply where a code of practice for Victoria has been approved under regulation 4B of the *Export Control (Unprocessed Wood) Regulations* and that approval remains in effect.
- 80A. The Parties recognise that, while this Agreement is in place, Part 3 of the EPBC Act does not apply to Forestry Operations (including in relation to Plantations) within the Gippsland RFA Region that are undertaken in accordance with the terms of this Agreement, except for Forestry Operations (including in relation to Plantations) that are undertaken in a World Heritage Place or Ramsar Wetland or incidental to another action whose primary purpose does not relate to forestry.
- 80B. The Parties recognise the important contribution of Plantations to the sustainable future of Victoria's Timber and Forestry Products Industries and the generation of jobs and economic benefits for Victorian communities. Victoria acknowledges that the expansion of the Plantation estate will assist in supporting the Timber and Forestry Products Industries to transition out of harvesting of State Forest by 30 June 2030.
- 80C. The Parties will use their best endeavours to reduce red tape associated with Plantation establishment.
- 80D. Victoria commits to supporting local governments to resolve regulatory issues associated with Plantation establishment.
- 80E. The Commonwealth agrees to work with Victoria to identify and pursue options for improving the regulatory environment for Plantations in Victoria.
81. Parties agree that an expansion in the extent of hardwood and softwood Plantations on land that was cleared of Native Forest or native vegetation prior to the commencement of this Agreement (other than land on which Native Forest was harvested and regrown), consistent with environment and heritage objectives, would be desirable and note that a range of new and existing initiatives will encourage investment in Plantations as a source of both sawlogs and pulpwood.
82. NOT USED

OTHER FOREST USES

83. Parties agree that other Forest uses will be determined in accordance with Victorian legislation with due regard for protection of Environmental and Heritage Values, Listed Species and Communities and Ecosystem Services. In some limited circumstances that do not relate to the substance of this Agreement Commonwealth legislative provisions may also apply.

- 83A. The Parties recognise the wide range of values and uses afforded to Victorian communities from Forests and acknowledge:
- (a) that Victorians and visitors to Victoria access Forests in order to benefit from a wide range of cultural, recreation and leisure uses; and
 - (b) the health benefits, including physical and mental well-being, that people gain by accessing Forests.
- 83B. The Parties recognise the importance of forest-based recreational activities to Victorians and Victorian communities. Victoria is committed to ongoing community consultation to identify opportunities to enhance the recreational experiences Victorians have in their Forests.
- 83C. Victoria commits to, at a minimum, include specific references to the following when reviewing its Forest Management Plans (or future equivalents):
- (a) the impact of Forest Management on water supply and any associated actions for supply and catchment management;
 - (b) the need for the active management of Forests within the region in order to support a range of Forest values and uses, including Forest Industries; and
 - (c) the impacts of Climate Change.

Ecosystem Services

- 83D. The Parties acknowledge the range of Ecosystem Services provided by healthy Native Forests and the benefits (both market and non-market) they provide to people and communities.
- 83E. The Parties also acknowledge the need to consider Ecosystem Services, including (but not limited to) carbon sequestration, water supply and pollination services, in actively managing Victoria's Forests to deliver the greatest benefits to Victorian communities.
- 83F. The Parties agree to contribute towards implementing the *Environmental Economic Accounting: A common national approach – Strategy and Action Plan*, including the valuation of Ecosystem Services, which aims to foster consistent application of the System of Environmental-Economic Accounting Framework.

Mining Operations

84. The Parties recognise that any licence or other authority to undertake Mining Operations can only be granted in accordance with the provisions of the *Mineral Resources (Sustainable Development) Act 1990 (Vic)* which, amongst other things, regulates the grant of licences and authorities within components of the CAR Reserve System. The Act provides that (subject to any relevant exemptions) no new licences or authority can be issued in respect of land that is within National Parks, Wilderness Parks, State Parks or Reference Areas.
85. Subject to clause 84, the Parties recognise that, to the extent permitted under Victorian and Commonwealth legislation, and subject to any required assessment of environmental impacts, exploration and Mining Operations may be permitted in parts of the CAR Reserve System where the identified conservation values are not incompatible with Mining Operations.

- 85A. The Parties note that the *Mineral Resources (Sustainable Development) Act 1990* (Vic) provides for principles of sustainable development (being those specified in section 2A of the Act) to which regard should be given in the administration of the Act. These principles include the protection of biological diversity and the maintenance of ecological integrity. Victoria will ensure that these principles are considered when assessing proposals to undertake Mining Operations in the CAR Reserve System.
86. Rehabilitation of any land that is the subject of a licence or extractive industry work authority granted under the *Mineral Resources (Sustainable Development) Act 1990* (Vic) will be carried out in accordance with the provisions of that Act.
87. NOT USED

COMPETITION PRINCIPLES

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

RESEARCH AND TRADITIONAL OWNER KNOWLEDGE

89. The Parties note the results of the Comprehensive Regional Assessments of the Forest values of the Gippsland RFA Region, the Further Assessment of Matters Report prepared in 2019 as part of the process of extending the Agreement, and the *Victorian State of the Forests Report 2018*.
- 89A. The Parties recognise and value both Traditional Owner Knowledge and the best available science for managing Forests and acknowledge the importance of combining different forms of knowledge to deliver ESFM practices and outcomes, including adaptation to evolving environmental, climatic, economic and social factors.
- 89B. Research priorities to support the holistic and adaptive management of Forests (including the management of Biodiversity, fire and water) will be reviewed and considered as part of each Five-yearly Review process, and will include both science and Traditional Owner Knowledge. Statewide research priorities are outlined in Attachment 6.
- 89C. The Parties agree that Traditional Owners have the right to substantially shape directions and priorities in the application of Traditional Owner Knowledge. Victoria commits to working with Traditional Owners to agree Traditional Owner Knowledge priorities for the management of Native Forests on Public Land at least once every five years for so long as the Agreement remains in effect.
90. Parties agree to consult each other in the development of future research projects that may affect the Agreement and note that the subject areas and priorities may change throughout the duration of the Agreement.

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

DATA SHARING

92. The Parties recognise that the implementation and monitoring of this Agreement depends on appropriate mutual access to and the availability of relevant information owned and held by each of them. Subject to clause 92B, and the Parties' respective obligations under law, the Parties agree to strengthen agreed arrangements for the custodianship of data as well as the sharing, updating, maintaining, accessing and archiving of data.
- 92A. Subject to clause 92B, the Parties commit to a policy of open access to information and agree that all data held by each of them that is used for ongoing implementation and monitoring of this Agreement is published under the least restrictive AusGOAL endorsed licences (including Creative Commons) unless otherwise agreed.
- 92B. For the purposes of clauses 92 and 92A of this Agreement, the Parties agree that neither Party is obliged to provide access to or make available information that is:
- (a) information in respect of which Traditional Owners assert Data Sovereignty; or
 - (b) confidential; or
 - (c) otherwise restricted.

PART 3

Nature of Obligations under this Part

93. 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

94. Victoria will, for the duration of this Agreement:
- 94.1. NOT USED
 - 94.2. NOT USED
 - 94.3. NOT USED
 - 94.4. NOT USED
 - 94.5. continue implementing and improving its Forest Management System;
 - 94.6. undertake a comprehensive review of the Code of Practice for Timber Production by December 2023 and at least every five years thereafter;
 - 94.7. ensure that the volume of Timber Resources harvested from State Forest in the RFA Region over the period 1 July 2019 to 30 June 2030, for both ash and mixed species, does not exceed either:
 - (i) the cumulative Harvest Level for any five year period in the period from 1 July 2019 to 30 June 2030; or
 - (ii) more than 120 per cent of the annual Harvest Level in any given year;
 - 94.8. maintain a CAR Reserve System in the Gippsland RFA Region that satisfies the JANIS Reserve Criteria (through the provision of each of the constituent elements as described in clause 63A) and contributes towards the National Reserve System in respect of Forest communities;
 - 94.9. produce, publish and maintain in force at any given time one or more Forest Management Plans that applies to land within the RFA Region;
 - 94.10. review and update any Forest Management Plan that applies, either in part or wholly, to land within the Gippsland RFA Region by December 2023 and at least every ten years thereafter; and
 - 94.11. maintain a Forest Management System that provides for the protection and management of Matters of National Environmental Significance.
95. The Commonwealth will:
- 95.1 maintain accreditation of Victoria's Forest Management System, as amended from time to time, providing changes to the system are consistent with the provisions of this Agreement; and
 - 95.2 not prevent enterprises obtaining, using or exporting Processed and Unprocessed Wood sourced from Forests in the Gippsland RFA Region in accordance with this Agreement.

Compensation

96. The Parties agree that:

96.1 If to protect the Environmental 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, Consent or Authority permitting those Mining 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 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 96.2 to 96.20.

96.2. Subject to:

- (a) clauses 96.3, 96.4, 96.5, 96.6, 96.8, 96.9, 96.10, 96.11 and 96.12 the compensation to be paid by the Commonwealth to the State in accordance with clause 96.1 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 96.1 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 96.3, 96.4, 96.5, 96.6, 96.7, 96.8, 96.10, 96.11 and 96.12 the compensation to be paid by the Commonwealth to the State in accordance with clause 96.1 in relation to the prevention by Commonwealth Action of the use of land for Mining Operations or the first sale or first commercial use of Mining Products is the amount of the reasonable loss or damage sustained by reason of that prevention, calculated as at the time at which the prevention referred to in clause 96.1 occurred, by any person carrying on Mining Operations on the land pursuant to a statutory Licence, Consent or Authority permitting those operations which was in force immediately prior to the announcement of the proposed Commonwealth Action.
- (c) clauses 96.3, 96.6, 96.8, 96.11 and 96.12 the compensation to be paid by the Commonwealth to the State in accordance with clause 96.1 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 96.1 occurred, by any person who, immediately before the announcement of the proposed Commonwealth Action, was contracted to construct that road.
- 96.3. 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.

- 96.4. The State warrants that no claim will be made in respect of areas where Forestry Operations or Mining Operations would not have been permitted by this Agreement and that any claims will be certified by it as being or not being in respect of such areas and as having been assessed by the State in this regard.
- 96.5. The State warrants that no claim will be made in respect of Forest Products or Mining Products which would not have been available for sale or commercial use under this Agreement and that any claims will be certified by it as being or not being in respect of such Products and as having been assessed by the State in this regard.
- 96.6. 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.
- 96.7. To the extent that clause 96.2(b) relates to loss or damage in respect of an exploration licence or search permit, 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 permit relates that is affected by the Commonwealth Action; and
 - (b) up to the loss in market value of that licence or permit resulting from the prevention of the Mining Operations.
- 96.8. Any claim made by the State hereunder is to be notified in writing within 6 months after the loss or damage is sustained.
- 96.9. For the purposes of clause 96.1(e), the intention to conduct Forestry Operations is to be established on the basis of contracts, documentation of management history or other records establishing clear intent and in existence immediately prior to the announcement of the proposed Commonwealth Action.
- 96.10. For the purposes of clause 96.1(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.
- 96.11. No compensation is payable under clause 96.2 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.
- 96.12. Clause 96.2 does not apply so as to entitle the State to recover compensation more than once in respect of the same loss or damage.
- 96.13. The initial procedure in relation to a claim for compensation under this clause is as follows:
- (a) A person who claims to have sustained loss or damage for which compensation is payable may lodge an initiating claim with the State.
 - (b) On receiving a claim, the State must make a corresponding claim for compensation to the Commonwealth.

- (c) The State is to make the claim for compensation by a notice in writing to the Commonwealth which indicates the amount claimed, for whom the claim is made, the area to which it relates and gives detailed particulars of the basis for the claim, and of the manner in which it has been calculated.
 - (d) Where there is a dispute concerning a claim for compensation, or on or before the expiry of thirty days after the receipt of 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 2011* (Vic) which are, to the extent permitted by the *Judiciary Act 1903* (Cth) and the Commonwealth Constitution, incorporated by reference into this Agreement.
- 96.14. The procedure in relation to any arbitration required by reason of the provisions of clause 96.13 is as follows:
- (a) The Parties must meet to appoint an arbitrator within 7 days of an unsuccessful mediation.
 - (b) If the Parties are unable to agree on the appointment of an arbitrator, either of them may refer the matter to the President of the Law Council of Australia, or equivalent officer of such body as in future may have the functions of the Law Council of Australia, with a request that that person appoint an arbitrator.
 - (c) At an arbitration under this clause:
 - (i) the Parties are entitled to representation by a legal practitioner qualified to practice in any State 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 clause 96.13(f), 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.
- 96.15. Unless the Commonwealth appeals the decision of the arbitrator, and subject to clause 96.18, the Commonwealth undertakes to pay the State the amount of any award made by an arbitrator under clause 96.14 as a debt due to the State, within 60 days of the award.
- 96.16. 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.
- 96.17. Subject to clause 96.18(a), where the State receives monies as a trustee pursuant to clause 96.16, it will pay those monies to the person who sustained the relevant loss or damage within 30 days.
- 96.18.
 - (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 96.14 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 clause 96.13(f).
 - (d) Subject to paragraph (e) of this clause, where an arbitration takes place in accordance with sub-paragraph (c)(ii), clauses 96.14 and 96.15 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.

96.19. Where the State:

- (a) has received monies as a trustee pursuant to clause 96.16; 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.

96.20. In this clause

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

97. NOT USED

Termination

98. 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 94.1, being a failure to implement the CAR Reserve System described in Attachment 1 and to manage and conserve the identified CAR Values; or
 - (ii) NOT USED

(iii) a failure to comply with publishing and/or reporting requirements in accordance with clauses 42 and 44.

(iv) NOT USED

(v) NOT USED

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.

99. This Agreement may only be terminated by the State:

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

(i) NOT USED

(ii) a failure by the Commonwealth to comply with clause 96, 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;

(c) if there is a change in the Victorian mechanisms of government, government policy or other related government exigencies, provided that the State gives the Commonwealth notice in writing at least 12 months prior to the date on which the termination will take effect, the date of which is to be specified in the written notice given to the Commonwealth; or

(d) if Victoria considers that:

(i) the Agreement has failed or is failing to satisfy its objectives; or

(ii) the Parties have not made satisfactory progress towards achieving the outcomes listed in clause 37(a),

including (but not limited to) where the findings of:

A. a Five-yearly Review conducted pursuant to clause 37 of this Agreement;

B. a Major Event review conducted pursuant to clause 39F of this Agreement; or

C. an audit initiated pursuant to clause 46A of this Agreement,

demonstrate as such.

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

Procedure for termination by consent

101.

101.1. A consent given under clause 100 is of no effect, unless it is given at least 12 months after a notice of intention to terminate the Agreement is published in the Commonwealth *Gazette*, a national newspaper and a newspaper circulating in Victoria.

101.2. NOT USED

101.3. NOT USED

Five-yearly Reviews where termination right exercised

101.4. If, under clause 37, a 5 yearly review is to be conducted during the 12 month period after:

- (a) the giving of notice under clause 99(c); or
 - (b) a notice of intention to terminate is published under clause 101.1,
- the Parties may agree that the review under clause 37 need not be undertaken.

Miscellaneous

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

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

SIGNED by

the HONOURABLE JOHN WINSTON HOWARD MP, Prime Minister

for and on behalf of the Commonwealth of Australia

in the presence of:

SIGNED by

the HONOURABLE STEVE BRACKS MP, Premier

for and on behalf of the State of Victoria

in the presence of:

COMPREHENSIVE, ADEQUATE AND REPRESENTATIVE (CAR) RESERVE SYSTEM

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

In the Gippsland region, the CAR Reserve System primarily comprises areas established for conservation purposes (eg national and State parks) and areas reserved for conservation within the Special Protection Zone (SPZ) in State Forest.

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

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

The CAR Reserve System in Gippsland as at 2000 covered an area of approximately 780,500 hectares (about half of the public land in the region or 29 per cent of the entire region).

As at December 2019, the total CAR Reserve System in Gippsland is approximately 1,013,000 hectares. The Dedicated Reserve component of the CAR Reserve System covers 550,000 hectares, the Informal Reserve component 252,000 hectares, and the areas protected by prescriptions add another 211,000 hectares to the reserve system. There are 28,933 hectares of private land managed for conservation in line with the JANIS Reserve Criteria that forms part of the CAR Reserve System.

Map 1 illustrates the extent of the CAR Reserve System as at 2000 in the Gippsland region in Dedicated Reserves and Informal Reserves as a consequence of this Agreement. Other areas protected by prescription were also included in the CAR Reserve System at this time. Levels of protection of Ecological Vegetation Classes (EVCs) and Old Growth Forest achieved in the CAR Reserve System in 2000 by this Agreement are shown in Tables 1 and 2.

Map 2 illustrates the extent of the CAR Reserve System in the RFA Region in Dedicated Reserves and Informal Reserves as at December 2019. Levels of protection of Forest EVCs, non-Forest EVCs and Old Growth Forest in the CAR Reserve

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

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

Endangered, Vulnerable or Rare EVCs

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

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

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

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

Within the Gippsland region 93 EVCs are mapped. Of these, 58 have been assessed as Vulnerable, 14 as Rare and 11 as Endangered.

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

Table 1 Ecological Vegetation Class Representation in the Gippsland Region^b based on pre-1750 vegetation mapping as at 2000.

EVC No	Ecological Vegetation Class	EVC typology changes as at 2019 ^a	Area (as at 2000) (ha)		Per cent Remain (as at 2000)	Status (as at 2000)	EVC representation and area in each land category (as at 2000)											
							CAR reserve system					SMZ (ha)	GMZ (ha)	Code P'script (ha)	Other parks & reserve (ha)	C'with Land (ha)	Other Public Land (ha)	Private Land (ha)
							CAR Reserves (including additions)			Formal Reserve (ha)	Informal Reserve (SPZ) (ha)							
							ha	% pre-1750	% current									
1	Coastal Dune Scrub Mosaic	X	11,200	8,925	80		6,640	59		6,640	-	-	-	-	2	271	1,990	
2	Coast Banksia Woodland		3,475	1,382	40	V	802		58	802	-	-	-	-	-	10	569	
*3	Damp Sands Herb-rich Woodland		40,883	14,306	35	E, V	7,884		55	7,877	7	-	-	-	-	438	5,944	
5	Coastal Sand Heathland		23	23	100	R, V	17		73	17	-	-	-	-	6	-	-	
6	Sand Heathland		8,289	7,402	89		6,795	82		6,795	-	-	-	-	2	302	304	
7	Clay Heathland		683	685	100	R	605		88	319	287	-	-	-	-	0	79	
8	Wet Heathland		14,390	7,408	51		6,629	46		6,428	201	0	88	0	-	63	627	
*9	Coastal Saltmarsh		7,710	7,059	92	E, R, V	4,391		62	4,391	-	-	-	-	-	207	2,107	
*10	Estuarine Wetland		8,377	12,266	146	E, V	6,641		54	6,641	-	-	-	-	-	547	4,813	
11	Coastal Lagoon Wetland		59	59	100	R	59		100	59	-	-	-	-	-	-	-	
12	Wet Swale Herbland		171	193	112	R	193		100	193	-	-	-	-	-	-	-	
*15	Limestone Box Forest		1,430	746	52	R, V	330		44	188	142	-	-	-	34	10	361	
16	Lowland Forest		258,999	116,680	45		39,932	15		17,247	22,685	476	32,271	1,834	2,952	0	1,277	37,925
17	Riparian Scrub Complex	X	-	5	-		-	-	-	-	-	-	-	-	-	-	-	5
18	Riparian Forest		9,687	9,014	93	V	6,226		69	3,660	2,566	13	828	987	101	-	307	512
19	Riparian Shrubland		4,375	1,660	38	R	760		46	418	342	-	0	-	-	-	230	111
20	Heathy Dry Forest		88,161	85,014	96		53,345	61		41,061	12,284	582	18,989	6,174	817	-	182	4,871
21	Shrubby Dry Forest		272,744	263,821	97		127,961	47		69,760	58,201	3,219	95,620	24,177	1,301	-	102	11,429
22	Grassy Dry Forest		39,824	33,350	84		15,711	39		8,374	7,336	359	5,889	2,288	499	-	135	8,463
23	Herb-rich Foothill Forest		130,909	116,605	89		71,261	54		57,467	13,793	831	20,743	14,435	848	-	442	7,984
27	Blackthorn Scrub		7,429	7,378	99		5,376	72		1,469	3,906	27	1,428	413	-	-	2	132
28	Rocky Outcrop Shrubland		1,816	1,807	100	R	1,751		97	659	1,093	-	0	-	-	-	6	46
29	Damp Forest		183,397	106,062	58		37,169	20		13,717	23,452	404	40,551	16,292	581	-	429	10,636
*30	Wet Forest		111,093	68,453	62		13,102	12		8,664	4,437	61	13,028	4,731	89	-	937	36,505
31	Cool Temperate Rainforest		2,207	893	40	E, R, V	517		58	338	178	-	-	-	-	-	1	376
32	Warm Temperate Rainforest		6,078	2,513	41	E, R, V	2,280		91	1,330	949	-	-	-	2	-	20	203
34	Dry Rainforest		31	13	41	E, R, V	10		75	3	7	-	-	-	-	-	-	3
35	Tableland Damp Forest		11,034	11,031	100		2,678	24		1,408	1,271	47	7,430	861	14	-	-	-

EVC No	Ecological Vegetation Class	EVC typology changes as at 2019 ^a	Area (as at 2000) (ha)		Per cent Remain (as at 2000)	Status (as at 2000)	EVC representation and area in each land category (as at 2000)											
							CAR reserve system			SMZ (ha)	GMZ (ha)	Code P'script (ha)	Other parks & reserve (ha)	C'wlth Land (ha)	Other Public Land (ha)	Private Land (ha)		
			CAR Reserves (including additions)				Formal Reserve (ha)	Informal Reserve (SPZ) (ha)										
			ha	% pre-1750					% current									
36	Montane Dry Woodland		139,459	131,619	94		68,030	49		59,277	8,753	898	50,365	6,368	754	-	212	4,992
37	Montane Grassy Woodland		58,302	29,952	51		11,686	20		3,030	8,656	99	9,127	656	189	-	461	7,734
38	Montane Damp Forest		105,672	104,136	99		47,782	45		42,306	5,476	392	45,498	8,775	702	-	386	600
39	Montane Wet Forest		11,694	11,613	99		5,117	44		4,448	669	1	4,873	1,563	20	-	2	37
*40	Montane Riparian Woodland		7,476	2,759	37	E	1,507	55		1,004	503	-	-	-	0	-	601	651
41	Montane Riparian Thicket		2,631	2,654	101	R	2,581	97		406	2,176	-	-	-	32	-	19	21
42	Sub-alpine Shrubland		111	111	100	E, R	111	100		107	4	-	-	-	-	-	-	-
43	Sub-alpine Woodland		38,468	38,388	100		28,769	75		27,945	825	67	8,198	371	-	-	761	222
44	Treeless Sub-alpine Mosaic	X	167	167	100	E, R, V	167	100		167	-	-	-	-	-	-	-	-
45	Shrubby Foothill Forest		133,917	36,887	28	V	15,793	43		7,235	8,558	80	15,682	2,493	660	-	106	2,072
*47	Valley Grassy Forest		11,697	3,115	27	V	1,090	35		705	384	8	62	39	-	-	33	1,884
48	Heathy Woodland		44,049	34,506	78		21,330	48		16,907	4,423	10	2,988	123	-	-	2,754	7,294
*53	Swamp Scrub		82,570	4,180	5	E	2,308	55		1,677	631	-	-	-	5	-	73	1,794
*55	Plains Grassy Woodland		134,044	3,112	2	E, R, V	916	29		807	109	-	0	-	-	-	235	1,953
*56	Floodplain Riparian Woodland		17,817	1,080	6	E, R, V	8	1		5	3	-	-	0	-	-	301	729
*61	Box Ironbark Forest		7,503	2,497	33	R, V	1,445	58		1,445	-	-	-	-	-	-	31	1,017
72	Granitic Hills Woodland		3,979	3,979	100		3,977	100		3,977	-	-	-	-	-	1	-	-
73	Rocky Outcrop Shrubland/Herbland Mosaic	X	9,383	9,394	100		7,312	78		6,892	420	6	479	1,440	97	-	-	61
*74	Wetland Formation		580	1,871	322		1,058	182		954	105	-	3	15	-	-	21	424
82	Riverine Escarpment Scrub		9,231	8,637	94		6,112	66		3,149	2,963	198	1,018	826	-	-	11	467
*83	Swampy Riparian Woodland		15,630	97	1	E, R, V	65	67		42	23	-	-	-	-	-	16	16

*84	Riparian Forest/Swampy Riparian Woodland/Riparian Shrubland/Riverine Escarpment	X	105	7	7		2	2		-	2	-	-	-	-	-	-	3
107	Lake Bed Herbland		605	712	118	E, R, V	712		100	712	-	-	-	-	-	-	-	-
123	Riparian Forest/Warm Temperate Rainforest Mosaic	X	2,023	-	-		-	-		-	-	-	-	-	-	-	-	-
125	Plains Grassy Wetland		1,093	-	-		-	-		-	-	-	-	-	-	-	-	-
*126	Swampy Riparian Complex		8,549	667	8	E, R, V	8		1	2	5	-	-	-	-	-	181	478
127	Valley Heathy Forest		1,242	1,130	91	R, V	1,062		94	-	1,062	-	-	-	-	-	-	68
*128	Grassy Forest		1,794	7	0	E, R, V	-		-	-	-	-	-	-	-	-	-	7
*132	Plains Grassland		37,284	291	1	E, R, V	287		99	287	-	-	-	-	-	-	-	4
*133	Limestone Pomaderris Shrubland		174	74	42	E, R, V	56		76	43	13	-	-	-	-	-	-	17
*135	Gallery Rainforest		269	46	17	E, R, V	12		25	12	-	-	-	-	-	-	-	30
*136	Sedge Wetland		2,215	965	44	E, R, V	424		44	392	32	-	-	-	-	-	79	463
*140	Mangrove Shrubland		2,933	3,074	105	E, V	2,510		82	2,510	-	-	-	-	-	-	47	237
*141	Sandy Flood Scrub		2,456	394	16	R, V	100		25	100	-	-	-	-	-	-	163	121
*143	Estuarine Wetland/Coastal Saltmarsh	X	-	642	-	R, V	112		17	112	-	-	-	-	-	-	-	530
144	Coast Banksia Woodland/ East Gippsland Coastal Warm Temperate Rainforest Mosaic	X	13	13	100		13	94		13	-	-	-	-	-	-	-	-
151	Plains Grassy Forest		88,017	19,781	22	V	9,559		48	1,637	7,922	19	5,136	146	4	-	107	4,804
154	Bird Colony Shrubland		50	50	100	R	50		100	50	-	-	-	-	-	-	-	-
159	Clay Heathland/Wet Heathland/Riparian Scrub Mosaic	X	55	42	77		37	68		-	37	-	-	-	-	-	-	5
160	Coastal Dune Scrub		31	31	100	R	31		100	31	-	-	-	-	-	-	-	-
*161	Coastal Headland Scrub		1,110	949	85	E, R, V	744		78	744	-	-	-	-	-	15	-	189
163	Coastal Tussock Grassland		1,348	1,231	91	R	949		77	949	-	-	-	-	-	-	1	187
164	Creekline Herb-rich Woodland		1,009	-	-	E	-		-	-	-	-	-	-	-	-	-	-
169	Dry Valley Forest		24,999	18,851	75		8,103	32		2,560	5,542	128	5,194	2,376	-	-	1,127	1,895
*175	Grassy Woodland		48,592	13,981	29	E, V	7,076		51	5,689	1,387	-	0	5	21	-	275	6,605
177	Valley Slopes Dry Forest		1,996	1,840	92	R	1,566		85	534	1,033	-	-	0	-	-	13	224
*191	Riparian Scrub		13,549	3,903	29	R, V	2,962		76	2,507	455	-	48	37	-	-	187	665
192	Montane Rocky Shrubland		3,259	3,259	100	R	3,153		97	2,998	155	-	96	10	-	-	-	-
195	Seasonally Inundated Shrubby Woodland		131	-	-		-	-		-	-	-	-	-	-	-	-	-
201	Shrubby Wet Forest		2,250	2,250	100		408	18		20	388	3	1,539	200	100	-	-	-

206	Sub-alpine Grassland		15,827	15,386	97		14,106	89		13,974	132	34	618	76	-	-	190	363
*207	Montane Grassy Shrubland		88	29	32	R, V	1		2	-	1	-	-	-	3	-	-	25
210	Sub-alpine Wet Heathland		2,106	1,224	58	R, V	1,135		93	467	668	-	41	18	-	-	-	30
233	Wet Sand Thicket	X	65	-	-		-	-		-	-	-	-	-	-	-	-	-
265	Valley Grassy Forest/Grassy Dry Forest Mosaic		7	2	27		-	-		-	-	-	2	-	-	-	-	0
307	Sand Heathland/Wet Heathland Mosaic		3,440	3,719	108		3,710	108		3,710	-	-	-	-	-	-	-	9
309	Calcareous Swale Grassland		552	305	55	R	305		100	305	-	-	-	-	-	-	-	-
310	Wet Rocky Outcrop Scrub		521	521	100	R	521		100	521	-	-	-	-	-	-	-	-
315	Shrubby Foothill Forest/Damp Forest Complex	X	7,995	7,707	96		1,745	22		299	1,446	292	3,821	1,576	-	-	-	272
316	Shrubby Damp Forest		68,783	68,162	99		31,372	46		11,160	20,212	539	26,083	9,027	193	-	1	946
317	Sub-alpine Wet Heathland/Sub-alpine Grassland Mosaic		3,654	3,413	93		1,422	39		1,370	52	19	1,486	149	4	-	-	334
318	Montane Swamp		702	219	31	E, R, V	19		9	19	-	-	-	-	-	-	186	14
319	Montane Herb-rich Woodland		24,766	22,421	91		12,634	51		8,463	4,172	69	6,231	1,592	128	-	491	1,275
320	Grassy Dry Forest/Heathy Dry Forest Complex	X	529	503	95		503	95		503	-	-	-	-	-	-	-	-
322	Dry Rainforest/Warm Temperate Rainforest/Gallery Rainforest/Riparian Shrubland Mosaic	X	185	198	107		5	3		2	4	-	-	-	-	-	19	8

*334	Billabong Wetland	X	851	12	1	E, R, V	0	1	-	0	-	-	-	-	-	2	10
*342	Rocky Outcrop Shrubland/Herbland Mosaic/Shrubby Foothill Forest Complex	X	3	3	100		1	31	-	1	-	-	-	-	-	-	2
637	Swampy Scrub/Damp Sands Herb-rich Woodland/ Wet Heath	X	4	-	-		-	-	-	-	-	-	-	-	-	-	-
638	Swamp Scrub/Wet Heathland Mosaic		1,128	-	-		-	-	-	-	-	-	-	-	-	-	-
639	Swamp Scrub/Plains Grassy Forest Mosaic		4,280	164	4		-	-	-	-	149	-	3	-	-	-	11
*681	Deep Freshwater Marsh		8,173	3,982	49	E, V	1,200	30	1,200	-	-	-	-	-	-	0	2,578
686	Wet Heathland/Damp Heathland Mosaic	X	7,085	-	-		-	-	-	-	-	-	-	-	-	-	-
687	Swamp Scrub/Plains Grassland Mosaic		22,233	-	-		-	-	-	-	-	-	-	-	-	-	-
688	Swampy Riparian Woodland/Swamp Scrub Mosaic		4,112	-	-		-	-	-	-	-	-	-	-	-	-	-
*689	Gippsland Plains Grassy Woodland/Gilgai Wetland Mosaic	X	31,018	73	0	E, R, V	-	-	-	-	-	-	-	-	-	-	73
690	Floodplain Riparian Woodland/Billabong Wetland Mosaic		3,057	-	-		-	-	-	-	-	-	-	-	-	-	-
691	Aquatic Herbland/Plains Sedgey Wetland Mosaic	X	1,153	-	-		-	-	-	-	-	-	-	-	-	-	-
*695	Dry Valley Forest/Swamp Scrub/Warm Temperate Rainforest Mosaic	X	4,938	18	0		5	0	5	-	-	-	-	-	-	-	11
698	Lowland Forest/Heathy Woodland Mosaic		9,638	-	-		-	-	-	-	-	-	-	-	-	-	-
699	Valley Grassy Forest/Swamp Scrub Mosaic		222	-	-		-	-	-	-	-	-	-	-	-	-	-
700	Swamp Scrub/Plains Sedgey Wetland Mosaic	X	26	-	-		-	-	-	-	-	-	-	-	-	-	-
*701	Swamp Scrub/Warm Temperate Rainforest/Billabong Wetland Mosaic	X	1,814	4	0		2	0	2	-	-	-	-	-	-	-	2
*702	Montane Grassland		2,013	69	3	E, R, V	20	29	20	-	-	-	-	-	-	38	11
703	Montane Grassy Woodland/Montane Grassland Mosaic		1,867	71	4		3	0	2	2	-	-	-	-	-	68	-
795	Lowland Forest/Damp Sands	X	24,958	-	-		-	-	-	-	-	-	-	-	-	-	-
858	Calcarene Dune Woodland	X	3,568	3,831	107	R	3,829	100	3,829	-	-	-	-	-	-	-	2
863	Floodplain Reedbed		1,623	-	-		-	-	-	-	-	-	-	-	-	-	-

875	Blocked Coastal Stream Swamp		29	32	111	R	32		100	32	-	-	-	-	-	-	-	
876	Spray-zone Coastal Shrubland		47	47	100	R	47		100	47	-	-	-	-	-	-	-	
877	Lowland Herb-rich Forest		36,051	20,444	57		5,794	16		1,552	4,242	178	5,621	1,187	27	-	178	7,456
878	Damp Sands Herb-rich Woodland/Swamp Scrub Complex	X	5,103	157	3		149	3		149	-	-	-	-	-	-	-	8
879	Coastal Dune Grassland		34	34	100	E, R, V	34		98	34	-	-	-	-	-	-	-	-

Other land																		
58	Cleared Severely Disturbed	X	2	11,544	680,219		3,157			2,741	417	96	2,819	324	156	-	1,243	3,598
149	Plantation	X	-	84,958	-		272			200	72	1	198	5	1	-	625	83,844
985	Sandy Beach	X	1,209	1,345	111		1,345			1,345	-	-	-	-	-	-	-	-
986	Rocky Shore	X	356	359	101		345			345	-	-	-	-	-	14	-	-
993	Bare Rock/Ground	X	60	61	101		61			61	-	-	-	-	-	-	-	-
995	Ocean	X	16,747	-	-		-			-	-	-	-	-	-	-	-	-
997	Non-vegetated/Non-treed	X	332	982,564	-		7,708			7,261	447	57	722	81	65	804	17,539	937,711
998	Water Body - Natural or man made	X	47,321	52,962	-		2,880			2,879	1	-	1	3	-	6	225	2,274
999	Unknown/Unclassified	X	-	16	-		5			5	-	-	-	-	-	-	1	10
Total			2,676,284	2,676,256			780,528			532,811	247,717	9,361	434,812	111,678	10,398	851	34,925	1,225,372

* denotes EVCs that occur largely on Private Land

NOTES ACCOMPANYING TABLE 1

- ^a X indicates where typology changes have resulted in these EVCs not being readily comparable to EVC types outlined in Tables 1a, 1b and 2a. EVC mapping used in 2000 has been revised to ensure the state-wide EVC data set is based on the best available information and integrates new methods of mapping and modelling vegetation across Victoria. Differences between the 2000 and 2019 data sets include: changes to how the pre-1750 EVC dataset was created, changes to how DELWP creates a view of EVC extent (using a new native vegetation extent model and the pre 1750 dataset), applying nomenclature standards to EVCs which may have resulted in the discontinuation of certain EVC names, the splitting of EVCs, reconciliation of mapping units (such as mosaics and complexes), the delineation of new EVC types and spatial adjustments. As a result, information relating to EVC extent or reservation levels between 2000 and 2019 is not directly comparable and may differ due to the different modelling and mapping approaches.
- ^b The figures shown in this table are based on modelled information mapped at a scale of 1:100,000 derived during the pre-1750 analysis of vegetation types in the Gippsland region, and are therefore only approximate. A vegetation mosaic consists of discrete floristic entities (EVCs) which were unable to be distinguished in the mapping due to the scale used (that is 100,000). A vegetation complex occurs where floristic entities are unable to be distinguished in the area but are known to exist discretely elsewhere. In the Gippsland RFA area complexes were mapped as part of the pre-1750 mapping exercise on Private Land where sufficient information was available to accurately map the boundaries between them. The areas on Private Land formerly occupied by each EVC is included in the category 'Non-treed Area' under 'Current Extent'. Code Prescription refers to areas protected under the Code of Forest Practice for Timber Production prescriptions for exclusion of timber harvesting from streamside buffers and slopes of 30 degrees or more. E – Endangered, R – Rare, V – Vulnerable in accordance with the national reserve criteria (JANIS 1997). Special Management Zone is abbreviated to SMZ and General Management Zone to GMZ.

Table 1a Representative conservation (percentage reservation status) of Forest EVCs^a in the CAR Reserve System in the Gippsland RFA Region as at 2019.

Ecosystem type	EVC number	Pre-1750 extent (ha)	Current extent (ha)	Percent remaining	Status ^b	% of pre-1750 extent in the CAR Reserve System	% of current extent in the CAR Reserve System					% of current extent on private land
							Dedicated	Informal ^c	Prescription ^d	Private land covenants ^e	Total	
Box Ironbark Forest*	61	7,509	3,998	53%	V	20%	37%	0%	0%	1%	38%	59%
Coast Banksia Woodland*	2	3,438	2,192	64%	V	29%	45%	0%	1%	0%	46%	53%
Cool Temperate Rainforest*	31	11,314	3,658	32%	V	26%	15%	12%	4%	50%	80%	14%
Creeklane Herb-rich Woodland	164	1,010	935	93%	V	77%	20%	58%	6%	0%	83%	4%
Damp Forest*	29	226,048	124,927	55%	V	32%	12%	19%	25%	2%	57.5%	20%
Damp Heathy Woodland*	793	243	122	50%	R	6%	3%	0%	0%	9%	13%	86%
Damp Heathy Woodland/Lowland Forest Mosaic	1106	54,199	9,627	18%	N/A	2%	11%	0%	0%	0%	12%	86%
Damp Sands Herb-rich Woodland*	3	43,726	17,985	41%	V	16%	39%	0%	0%	0%	40%	53%
Damp Sands Herb-rich Woodland/Lowland Forest Mosaic	770	24,972	8,336	33%	N/A	6%	19%	0%	0%	1%	19%	79%
Damp Sands Herb-rich Woodland/Swamp Scrub Mosaic	925	5,113	795	16%	N/A	6%	42%	0%	0%	0%	42%	58%
Dry Rainforest*	34	111	27	25%	V	24%	76%	11%	13%	0%	100%	0%
Dry Valley Forest*	169	24,988	21,329	85%	R	50%	15%	26%	17%	0%	58%	15%
Floodplain Riparian Woodland*	56	19,642	7,318	37%	V	1%	2%	0%	0%	0%	3%	72%
Floodplain Riparian Woodland/Billabong Wetland Mosaic	690	3,058	195	6%	N/A	0%	0%	0%	0%	0%	0%	95%
Gallery Rainforest*	135	401	42	10%	E	10%	62%	28%	2%	2%	94%	2%
Granitic Hills Woodland	72	3,975	3,973	100%	V	100%	100%	0%	0%	0%	100%	0%
Grassy Dry Forest	22	39,804	36,822	93%	-	53%	26%	20%	11%	0%	57%	28%
Grassy Dry Forest/Heathy Woodland Mosaic	783	530	530	100%	N/A	100%	100%	0%	0%	0%	100%	0%
Grassy Forest*	128	1,801	249	14%	V	0%	0%	0%	0%	0%	0%	99%
Grassy Woodland*	175	48,547	25,826	53%	V	15%	22%	5%	0%	1%	29%	68%

Heathy Dry Forest	20	88,250	86,653	98%	V	75%	48%	14%	14%	0%	77%	7%
Heathy Woodland*	48	43,834	34,276	78%	V	46%	48%	10%	0%	2%	59.4%	23%
Herb-rich Foothill Forest	23	133,168	120,565	91%	V	71%	49%	11%	18%	0%	79%	10%
Limestone Box Forest*	15	1,383	891	64%	V	20%	13%	18%	0%	0%	31%	49%
Littoral Rainforest*	4	90	22	24%	E	13%	54%	0%	0%	0%	54%	37%
Lowland Forest*	16	204,233	122,033	60%	V	20%	13%	17%	3%	0%	34%	36%
Lowland Forest/Heathy Woodland Mosaic	698	9,647	698	7%	N/A	1%	8%	0%	0%	0%	8%	92%
Lowland Herb-rich Forest*	877	36,002	24,565	68%	V	21%	7%	16%	8%	0%	31%	45%
Montane Damp Forest	38	105,437	105,192	100%	V	63%	41%	5%	17%	0%	63.0%	1%
Montane Dry Woodland	36	138,819	130,837	94%	V	58%	45%	7%	10%	0%	61.9%	6%
Montane Grassy Woodland*	37	58,180	37,918	65%	V	24%	10%	23%	4%	0%	37.4%	35%
Montane Grassy Woodland/Montane Grassland Mosaic	703	1,868	112	6%	N/A	0%	0%	2%	0%	0%	2%	69%
Montane Herb-rich Woodland	319	24,756	24,277	98%	V	67%	37%	19%	13%	0%	69%	7%
Montane Riparian Woodland*	40	7,470	4,135	55%	V	21%	25%	13%	0%	1%	39%	42%
Montane Wet Forest	39	11,692	11,691	100%	V	67%	38%	6%	24%	0%	67.5%	1%
Plains Grassy Forest*	151	89,149	33,133	37%	V	12%	6%	26%	0%	1%	33%	49%
Plains Grassy Woodland*	55	135,717	19,035	14%	V	1%	7%	0%	0%	0%	7%	89%
Plains Grassy Woodland/Gilgai Wetland Mosaic	259	31,041	3,522	11%	N/A	0%	0%	3%	0%	0%	4%	92%
Riparian Forest	18	11,641	9,837	85%	V	63%	37%	25%	11%	0%	74%	10%
Riparian Forest/Swampy Riparian Woodland Mosaic	237	164	144	88%	N/A	37%	42%	0%	0%	0%	42%	5%
Seasonally Inundated Shrubby Woodland*	195	131	50	38%	R	0%	1%	0%	0%	0%	1%	66%
Shrubby Damp Forest	316	68,565	68,292	100%	V	72%	16%	30%	27%	0%	72.6%	2%
Shrubby Dry Forest	21	272,352	267,828	98%	V	67%	27%	22%	19%	0%	67.9%	5%
Shrubby Foothill Forest*	45	50,378	37,750	75%	V	43%	19%	23%	15%	0%	56.9%	10%
Shrubby Foothill Forest/Damp Forest Mosaic	315	7,989	7,894	99%	N/A	63%	2%	23%	40%	0%	64%	3%
Shrubby Wet Forest*	201	2,235	2,233	100%	V	42%	5%	17%	20%	0%	42.5%	1%
Sub-alpine Woodland	43	53,482	53,446	100%	V	79%	74%	2%	2%	0%	79%	2%
Swamp Scrub/Plains Grassy Forest Mosaic	639	2,937	209	7%	N/A	0%	0%	0%	0%	0%	0%	99%
Swampy Riparian Woodland*	83	15,659	4,171	27%	V	1%	2%	0%	0%	0%	3%	54%

Swampy Riparian Woodland/Swamp Scrub Mosaic	688	4,117	724	18%	N/A	1%	1%	2%	0%	1%	4%	83%
Swampy Woodland*	937	1,540	302	20%	V	1%	3%	0%	0%	0%	3%	90%
Tableland Damp Forest*	35	10,927	10,913	100%	V	40%	13%	11%	16%	0%	40%	1%
Valley Grassy Forest*	47	11,706	6,493	55%	V	12%	12%	6%	1%	2%	22%	74%
Valley Grassy Forest/Grassy Dry Forest Mosaic	265	7	2	31%	N/A	0%	0%	0%	0%	0%	0%	29%
Valley Grassy Forest/Swamp Scrub Mosaic	699	222	29	13%	N/A	1%	8%	0%	0%	0%	8%	90%
Valley Heathy Forest	127	1,246	1,228	99%	-	90%	6%	86%	0%	0%	92%	7%
Valley Slopes Dry Forest	177	1,996	1,933	97%	V	74%	9%	63%	3%	0%	76%	14%
Warm Temperate Rainforest*	32	11,434	2,861	25%	V	21%	36%	23%	14%	13%	85%	10%
Wet Forest*	30	136,276	75,929	56%	V	25%	10%	7%	12%	16%	45.5%	30%
Cool Temperate Rainforest niche	31	#N/A	6,791	#N/A	N/A	#N/A	16%	13%	3%	45%	76%	13%
Dry Rainforest niche	34	#N/A	79	#N/A	N/A	#N/A	63%	13%	15%	0%	91%	8%
Gallery Rainforest niche	135	#N/A	169	#N/A	N/A	#N/A	37%	16%	2%	1%	56%	25%
Littoral Rainforest niche	4	#N/A	65	#N/A	N/A	#N/A	53%	0%	0%	0%	53%	42%
Warm Temperate Rainforest niche	32	#N/A	6,372	#N/A	N/A	#N/A	20%	21%	11%	12%	64%	27%

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

Ecosystem type	EVC number	Pre-1750 extent (ha)	Current extent (ha)	Percent remaining	Status ^b	% of pre-1750 extent in the CAR Reserve System	% of current extent in the CAR Reserve System					% of current extent on private land
							Dedicated	Informal ^c	Prescription ^d	Private land covenants ^e	Total	
Alpine Coniferous Shrubland*	156	6	6	100%	E	38%	38%	0%	0%	0%	38%	7%
Alpine Damp Grassland*	1002	599	598	100%	E	80%	74%	6%	1%	0%	80%	14%
Alpine Fen	171	19	19	100%	V	95%	71%	7%	16%	0%	95%	0%
Alpine Grassland	1001	713	708	99%	V	71%	64%	5%	1%	0%	71%	16%
Alpine Grassy Heathland	1004	1,177	1,175	100%	V	85%	84%	1%	0%	0%	85%	6%
Alpine Grassy Heathland/Alpine Grassland Mosaic	1005	656	654	100%	N/A	91%	91%	0%	0%	0%	91%	9%
Alpine Rocky Outcrop Heathland/Alpine Dwarf Heathland Mosaic	1105	24	23	100%	N/A	35%	35%	0%	0%	0%	35%	4%
Aquatic Herbland/Plains Sedgy Wetland Mosaic	691	1,155	921	80%	N/A	17%	21%	0%	0%	0%	21%	78%
Bare Rock/Ground	993	72	66	91%	N/A	91%	100%	0%	0%	0%	100%	0%
Billabong Wetland Aggregate	334	862	534	62%	N/A	3%	4%	0%	0%	0%	4%	74%
Bird Colony Shrubland	154	49	48	98%	N/A	98%	100%	0%	0%	0%	100%	0%
Blackthorn Scrub	27	7,364	7,359	100%	V	84%	20%	53%	12%	0%	85%	2%
Blocked Coastal Stream Swamp	875	29	29	100%	V	100%	100%	0%	0%	0%	100%	0%
Calcareous Swale Grassland	309	559	559	100%	E	100%	100%	0%	0%	0%	100%	0%
Clay Heathland*	7	683	679	99%	R	86%	47%	40%	0%	0%	87%	12%
Coastal Alkaline Scrub	858	3,563	3,563	100%	V	100%	100%	0%	0%	0%	100%	0%
Coastal Dune Grassland	879	34	34	100%	N/A	100%	100%	0%	0%	0%	100%	0%
Coastal Dune Scrub	160	31	31	100%	N/A	100%	100%	0%	0%	0%	100%	0%

Coastal Dune Scrub/Coastal Dune Grassland Mosaic	1	11,130	9,326	84%	N/A	62%	74%	0%	0%	0%	74%	22%
Coastal Headland Scrub*	161	1,099	923	84%	R	64%	76%	0%	0%	0%	76%	24%
Coastal Lagoon Wetland	11	59	59	100%	R	100%	100%	0%	0%	0%	100%	0%
Coastal Saltmarsh	9	7,195	6,744	94%	V	63%	67%	0%	0%	0%	68%	31%
Coastal Sand Heathland	5	23	23	100%	R	100%	100%	0%	0%	0%	100%	0%
Coastal Tussock Grassland	163	1,159	996	86%	V	78%	90%	0%	0%	0%	90%	9%
Damp Heathland/Wet Heathland Mosaic	625	7,093	637	9%	N/A	2%	17%	10%	0%	0%	27%	72%
Deep Freshwater Marsh	681	8,184	7,509	92%	-	35%	39%	0%	0%	0%	39%	44%
Estuarine Wetland*	10	8,046	6,687	83%	V	44%	53%	0%	0%	0%	53%	42%
Estuarine Wetland/Estuarine Swamp Scrub Mosaic	935	298	223	75%	N/A	18%	22%	0%	0%	2%	24%	65%
Floodplain Reedbed*	863	1,624	806	50%	R	3%	5%	0%	0%	0%	5%	89%
Lake Bed Herbland*	107	605	605	100%	R	0%	0%	0%	0%	0%	0%	0%
Limestone Pomaderris Shrubland*	133	174	102	58%	E	34%	46%	12%	0%	0%	58%	26%
Mangrove Shrubland	140	1,125	970	86%	V	67%	78%	0%	0%	0%	78%	21%
Montane Grassland*	702	2,014	359	18%	V	0%	2%	0%	0%	0%	2%	70%
Montane Grassy Shrubland*	207	88	85	96%	V	0%	0%	0%	0%	0%	0%	52%
Montane Riparian Thicket	41	2,533	2,531	100%	V	95%	16%	77%	2%	0%	95%	1%
Montane Rocky Shrubland	192	3,168	3,168	100%	V	98%	92%	5%	1%	0%	98%	0%
Montane Swamp*	318	702	326	46%	R	4%	7%	0%	0%	1%	8%	60%
Plains Grassland*	132	35,617	2,628	7%	E	1%	14%	0%	0%	0%	14%	79%
Plains Grassy Wetland*	125	1,094	312	29%	V	0%	0%	0%	0%	0%	0%	94%
Riparian Scrub	191	14,900	10,014	67%	-	46%	40%	24%	5%	0%	69%	19%
Riparian Shrubland	19	4,358	2,914	67%	-	20%	18%	11%	1%	0%	30%	27%
Riverine Escarpment Scrub	82	9,033	8,911	99%	-	80%	29%	38%	14%	0%	81%	7%
Rocky Outcrop Shrubland	28	1,813	1,808	100%	-	96%	37%	60%	0%	0%	96%	3%
Rocky Outcrop Shrubland/Rocky Outcrop Herbland Mosaic	73	9,438	9,434	100%	N/A	97%	77%	5%	16%	0%	97%	1%
Rocky Shore	986	315	251	80%	N/A	79%	100%	0%	0%	0%	100%	0%
Sand Heathland	6	8,305	7,993	96%	-	85%	89%	0%	0%	0%	89%	6%
Sand Heathland/Wet Heathland Mosaic	307	3,434	3,433	100%	N/A	100%	100%	0%	0%	0%	100%	0%

Sandy Beach	985	1,303	1,262	97%	N/A	91%	94%	0%	0%	0%	94%	1%
Sandy Flood Scrub	141	2,457	1,425	58%	-	14%	24%	0%	0%	0%	24%	54%
Sedge Wetland*	136	2,221	1,713	77%	R	28%	31%	4%	0%	1%	36%	52%
Snowpatch Grassland*	1012	13	13	100%	E	0%	0%	0%	0%	0%	0%	0%
Spray-zone Coastal Shrubland	876	48	46	96%	R	96%	100%	0%	0%	0%	100%	0%
Sub-alpine Dry Shrubland	1003	277	277	100%	V	99%	99%	0%	0%	0%	99%	1%
Sub-alpine Grassland*	206	116	116	100%	E	95%	84%	3%	8%	0%	94.7%	0%
Sub-alpine Shrubland*	42	42	41	99%	V	10%	11%	0%	0%	0%	11%	3%
Sub-alpine Treeless Vegetation	44	3,106	3,028	98%	V	70%	50%	16%	6%	0%	71%	16%
Sub-alpine Wet Heathland	210	1,284	1,151	90%	V	69%	61%	14%	1%	0%	77%	15%
Sub-alpine Wet Heathland/Alpine Valley Peatland Mosaic	211	72	72	100%	N/A	83%	82%	0%	1%	0%	83%	10%
Sub-alpine Wet Heathland/Sub-alpine Grassland Mosaic	317	166	158	95%	N/A	48%	47%	3%	1%	0%	51%	41%
Swamp Scrub*	53	81,326	24,410	30%	V	9%	31%	0%	0%	0%	31%	56%
Swamp Scrub/Plains Grassland Mosaic	687	22,260	1,999	9%	N/A	1%	2%	11%	0%	0%	12%	82%
Swamp Scrub/Plains Sedgy Wetland Mosaic	733	26	10	40%	N/A	0%	0%	0%	0%	0%	0%	69%
Swamp Scrub/Wet Heathland Mosaic	638	1,129	234	21%	N/A	4%	21%	0%	0%	0%	21%	79%
Swampy Riparian Complex	126	6,752	1,730	26%	N/A	0%	1%	0%	0%	0%	1%	93%
Water Body - Fresh	992	47,339	47,027	99%	N/A	23%	24%	0%	0%	0%	24%	4%
Wet Heathland	8	14,398	8,339	58%	-	48%	80%	4%	0%	0%	84%	15%
Wet heathland/Riparian scrub mosaic	768	54	14	27%	N/A	0%	0%	0%	0%	0%	0%	100%
Wet Rocky Outcrop Scrub	310	511	511	100%	R	100%	100%	0%	0%	0%	100%	0%
Wet Sands Thicket*	233	65	56	86%	E	18%	0%	0%	21%	0%	21%	22%
Wet Swale Herbland	12	175	175	100%	E	100%	100%	0%	0%	0%	100%	0%
Wetland Formation*	74	583	582	100%	R	78%	77%	0%	0%	1%	78%	22%

NOTES ACCOMPANYING TABLES 1a and 1b

- a. The figures shown in this table are based on modelled information mapped at a scale of 1:100,000 derived during the pre-1750 analysis of vegetation types in the Gippsland region and are therefore only approximate. EVC mapping used in 2000 has been revised to ensure the state-wide EVC data set is based on the best available information and integrates new methods of mapping and modelling vegetation across Victoria. See Table 1, Note b for information about mapping processes.

- b. E=endangered, V=vulnerable, R=rare in accordance with the JANIS Reserve Criteria. Complexes, Mosaics, Aggregates and Niches are mapping units and not assigned a conservation status. EVCs are determined on site and the relevant conservation status for the field verified EVC would apply.
- c. Informal Reserve includes broad areas and linear elements of SPZ and other informal reserves.
- d. This comprises areas of GMZ and SMZ protected by prescription, including stream buffers and rainforest as outlined in the Code of Practice, where these values and prescriptions are identified spatially. Areas protected by prescription are modelled only and subject to field verification.
- e. Private Land Covenants includes areas protected under conservation covenants under the *Victorian Conservation Trust Act 1972* and Land Management Cooperative Agreements under the *Conservation Forests and Lands Act 1987*.

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

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

Table 2 Representative conservation of Old Growth Forest in the CAR Reserve System in the Gippsland RFA Region^a as at 2000.

EVC No	Ecological Vegetation Class	EVC typology changes as at 2019 ^b	Area of EVC (ha)	% EVC as Old Growth	Area of Old Growth (ha)	CAR Reserve System				Areas in ha				
						Total (ha)	%	Formal Reserves (ha)	Informal Reserves (SPZ) (ha)	SMZ	GMZ	Code P'scriptn	Other Parks & Reserve	Other Public Land
*3	Damp Sands Herb-rich Woodland		14,306	0.1	16	11	63.9	9	1	-	-	-	-	6
*15	Limestone Box Forest		746	5.8	43	38	87.7	29	9	-	-	-	5	-
*16	Lowland Forest		116,680	2.1	2,397	1,943	81.1	1,410	533	3	386	45	15	5
*18	Riparian Forest		9,014	2.9	261	201	77.2	132	70	0	29	31	0	0
20	Heathy Dry Forest		85,017	23.6	20,092	12,969	64.5	8,443	4,525	161	5,211	1,655	66	31
21	Shrubby Dry Forest		263,826	28.0	73,938	46,025	62.2	28,357	17,669	458	20,138	7,197	88	32
22	Grassy Dry Forest		33,368	30.3	10,110	6,611	65.4	3,978	2,632	250	2,025	1,126	95	3
23	Herb-rich Foothill Forest		116,606	10.6	12,353	9,692	78.5	8,316	1,377	37	1,363	1,233	27	0
27	Blackthorn Scrub		7,378	37.1	2,737	2,381	87.0	739	1,642	3	284	68	-	2
28	Rocky Outcrop Shrubland		1,807	46.3	838	838	100.0	276	561	-	-	-	-	-
29	Damp Forest		106,062	14.2	15,030	8,118	54.0	3,146	4,972	44	4,510	2,298	58	3
*30	Wet Forest		68,453	6.9	4,697	2,637	56.1	1,491	1,146	4	1,424	628	4	-
*35	Tableland Damp Forest		11,031	9.2	1,020	457	44.8	129	328	6	471	86	-	-
36	Montane Dry Woodland		131,619	12.6	16,564	11,227	67.8	9,388	1,839	192	4,016	1,087	35	7
*37	Montane Grassy Woodland		29,952	9.0	2,689	2,260	84.0	448	1,812	9	243	25	48	104
*38	Montane Damp Forest		104,135	6.7	7,000	4,425	63.2	3,738	687	4	1,880	681	2	8
39	Montane Wet Forest		11,613	18.2	2,116	1,419	67.1	1,282	136	-	448	249	-	-
*40	Montane Riparian Woodland		2,759	1.1	29	29	100.0	22	7	-	-	-	-	-
41	Montane Riparian Thicket		2,654	12.7	336	326	96.9	50	275	-	0	-	10	-
43	Sub-alpine Woodland		38,388	17.0	6,509	5,400	83.0	5,317	84	16	628	39	-	426
*45	Shrubby Foothill Forest		36,887	7.5	2,774	1,288	46.4	522	766	25	1,228	220	13	-
*47	Valley Grassy Forest		3,118	1.8	57	55	96.1	44	11	0	1	1	-	-
48	Heathy Woodland		34,506	23.8	8,226	7,708	93.7	5,296	2,412	7	362	12	-	137
72	Granitic Hills Woodland		3,979	30.2	1,203	1,203	100.0	1,203	-	-	-	-	-	-

EVC No	Ecological Vegetation Class	EVC typology changes as at 2019 ^b	Area of EVC (ha)	% EVC as Old Growth	Area of Old Growth (ha)	CAR Reserve System				Areas in ha				
						Total (ha)	%	Formal Reserves (ha)	Informal Reserves (SPZ) (ha)	SMZ	GMZ	Code P'scriptn	Other Parks & Reserve	Other Public Land
*73	Rocky Outcrop Shrubland/Herbland Mosaic		9,394	5.9	554	480	86.6	455	25	-	27	46	-	-
*82	Riverine Escarpment Scrub		8,637	3.1	266	197	74.0	80	118	3	41	25	-	0
127	Valley Heathy Forest		1,130	45.1	510	510	100.0	-	510	-	-	-	-	-
*151	Plains Grassy Forest		19,781	8.2	1,618	1,072	66.3	307	765	1	517	28	-	-
*169	Dry Valley Forest		18,851	4.0	746	426	57.1	151	276	1	205	115	-	-
*175	Grassy Woodland		13,981	1.7	243	242	99.7	160	83	-	-	0	1	0
177	Valley Slopes Dry Forest		1,840	44.3	816	815	99.9	257	558	-	-	-	-	1
*191	Riparian Scrub		3,903	5.0	195	173	88.8	95	78	-	15	4	-	2
*192	Montane Rocky Shrubland		3,259	5.3	172	172	100.0	166	5	-	-	-	-	-
201	Shrubby Wet Forest		2,250	11.0	248	152	61.3	3	149	-	79	17	0	-
*315	Shrubby Foothill Forest/Damp Forest Complex	X	7,707	2.6	204	114	56.1	31	84	0	55	34	-	-
316	Shrubby Damp Forest		68,161	13.5	9,211	5,689	61.8	2,118	3,571	83	2,230	1,188	21	-
*319	Montane Herb-rich Woodland		22,421	8.8	1,984	1,344	67.8	1,078	266	8	322	310	0	0
*320	Grassy Dry Forest/Heathy Dry Forest Complex	X	503	5.3	27	27	100.0	27	-	-	-	-	-	-
*877	Lowland Herb-rich Forest		20,444	2.1	431	339	78.7	74	265	4	68	15	5	0
Total			1,436,164		208,261	139,013		88,765	50,248	1,320	48,206	18,461	494	767

* denotes those Old Growth EVCs that are rare or depleted and which the nationally agreed JANIS Reserve Criteria specify all viable examples should be protected where ever possible.

a The figures shown in this table are based on modelled information mapped at a scale of 1:100,000 derived during the pre-1750 analysis of vegetation types in the Gippsland region, and are therefore only approximate. For the Old Growth analysis in the Gippsland region it was considered that Old Growth only occurs on public land, due to the generally high levels of disturbances on private land. Only those EVCs that contain Old Growth are shown in the table. The total area of each EVC is derived from the pre-1750 analysis and includes extant forest on both public and private land. The proportion of Old Growth in each EVC has been derived using the total area of extant forest on both public and private land. Code Prescription refers to areas protected under the Code of Forest Practice for Timber Production prescriptions for exclusion of timber harvesting from streamside buffers and slopes of 30 degrees or more. Special Management Zone is abbreviated to SMZ and General Management Zone to GMZ.

b X indicates where typology changes have resulted in these EVCs not being readily comparable to EVC types outlined in Table 2a. EVC mapping used in 2000 has been revised to ensure the state-wide EVC data set is based on the best available information and integrates new methods of mapping and modelling vegetation across Victoria. Differences between the 2000 and 2019 data sets include: changes to how the pre-1750 EVC dataset was created, changes to how DELWP creates a view of EVC extent (using a new native vegetation extent model and the pre 1750 dataset), applying nomenclature standards to EVCs which may have resulted in the discontinuation of certain EVC names, the splitting of EVCs, reconciliation of mapping units (such as mosaics and complexes), the delineation of new EVC types and spatial adjustments. As a result, information relating to EVC extent, Old Growth Forest extent or reservation levels between 2000 and 2019 is not directly comparable and may differ due to the different modelling and mapping approaches.

Table 2a Representative conservation of Old Growth Forest in the CAR Reserve System in the Gippsland RFA Region^a as at 2019.

Ecological Vegetation Class	Area EVC (ha)	Percent of EVC as Old Growth (%)	Area Old Growth (ha)	Percent of Old Growth Forest in the CAR Reserve System				
				Dedicated Reserve	Informal Reserve ^b	Prescription ^c	Private Land covenants	Total
Alpine Damp Grassland	598	0%	3	74%	9%	0%	0%	84%
Alpine Grassland	708	1%	4	46%	1%	0%	0%	47%
Alpine Grassy Heathland	1,175	1%	9	99%	0%	0%	0%	99%
Blackthorn Scrub	7,359	21%	1,518	41%	51%	3%	0%	94%
Clay Heathland	679	0%	3	49%	51%	0%	0%	100%
Cool Temperate Rainforest	3,658	1%	52	63%	15%	22%	0%	100%
Cool Temperate Rainforest - former niche	3,658	3%	110	74%	15%	11%	1%	100%
Creekline Herb-rich Woodland	935	10%	93	22%	68%	5%	0%	95%
Damp Forest	124,927	4%	4,619	37%	33%	12%	0%	82%
Damp Heathland/Wet Heathland Mosaic	637	1%	3	0%	100%	0%	0%	100%
Damp Heathy Woodland/Lowland Forest Mosaic	9,627	0%	8	93%	0%	0%	0%	93%
Damp Sands Herb-rich Woodland	17,985	0%	85	97%	0%	0%	0%	97%
Damp Sands Herb-rich Woodland/Lowland Forest Mosaic	8,336	0%	19	99%	0%	0%	0%	99%
Dry Rainforest	27	13%	3	68%	30%	2%	0%	100%
Dry Rainforest - former niche	27	31%	8	67%	27%	5%	0%	100%
Dry Valley Forest	21,329	1%	187	2%	38%	34%	0%	73%
Gallery Rainforest	42	8%	3	75%	14%	11%	0%	100%
Gallery Rainforest - former niche	42	25%	10	60%	27%	12%	0%	99%
Granitic Hills Woodland	3,973	4%	159	100%	0%	0%	0%	100%
Grassy Dry Forest	36,822	9%	3,442	7%	45%	25%	0%	77%
Grassy Dry Forest/Heathy Woodland Mosaic	530	2%	12	100%	0%	0%	0%	100%
Grassy Woodland	25,826	0%	74	75%	24%	0%	0%	99%
Heathy Dry Forest	86,653	13%	10,937	41%	23%	14%	0%	79%
Heathy Woodland	34,276	13%	4,500	65%	27%	0%	0%	92%
Herb-rich Foothill Forest	120,565	3%	3,532	54%	14%	21%	0%	90%
Limestone Box Forest	891	5%	43	11%	19%	0%	0%	30%
Lowland Forest	122,033	1%	984	48%	18%	6%	0%	72%
Lowland Herb-rich Forest	24,565	1%	213	4%	41%	12%	0%	57%
Montane Damp Forest	105,192	3%	3,233	47%	14%	18%	0%	79%
Montane Dry Woodland	130,837	4%	5,320	34%	21%	13%	0%	69%
Montane Grassy Shrubland	85	25%	21	0%	0%	0%	0%	0%
Montane Grassy Woodland	37,918	6%	2,363	14%	60%	4%	0%	79%
Montane Herb-rich Woodland	24,277	7%	1,768	56%	14%	22%	0%	92%
Montane Riparian Thicket	2,531	8%	203	18%	80%	0%	0%	99%
Montane Riparian Woodland	4,135	2%	69	9%	72%	10%	0%	91%

Montane Rocky Shrubland	3,168	0%	9	100%	0%	0%	0%	100%
Montane Wet Forest	11,691	14%	1,656	69%	7%	15%	0%	91%
Plains Grassy Forest	33,133	3%	1,107	15%	54%	1%	0%	70%
Riparian Forest	9,837	1%	85	49%	30%	13%	0%	92%
Riparian Scrub	10,014	8%	787	58%	31%	3%	0%	92%
Riparian Shrubland	2,914	1%	26	58%	14%	8%	0%	80%
Riparian Shrubland/Riverine Escarpment Scrub mosaic	#N/A	#N/A	4	100%	0%	0%	0%	100%
Riverine Escarpment Scrub	8,911	1%	73	34%	33%	12%	0%	79%
Rocky Outcrop Shrubland	1,808	38%	687	36%	64%	0%	0%	100%
Rocky Outcrop Shrubland/Rocky Outcrop Hermland Mosaic	9,434	0%	46	72%	6%	14%	0%	91%
Sand Heathland/Wet Heathland Mosaic	3,433	0%	3	100%	0%	0%	0%	100%
Sandy Flood Scrub	1,425	8%	111	98%	0%	0%	0%	98%
Sedge Wetland	1,713	3%	51	95%	3%	0%	0%	98%
Shrubby Damp Forest	68,292	3%	1,780	8%	44%	25%	0%	77%
Shrubby Dry Forest	267,828	6%	15,355	29%	25%	20%	0%	74%
Shrubby Foothill Forest	37,750	2%	660	25%	29%	15%	0%	69%
Shrubby Wet Forest	2,233	0%	11	0%	0%	51%	0%	51%
Sub-alpine Treeless Vegetation	3,028	1%	28	84%	9%	2%	0%	95%
Sub-alpine Woodland	53,446	7%	3,697	76%	3%	2%	0%	81%
Swamp Scrub	24,410	0%	10	48%	8%	9%	0%	64%
Tableland Damp Forest	10,913	4%	463	6%	37%	13%	0%	56%
Valley Grassy Forest	6,493	0%	26	59%	32%	2%	0%	93%
Valley Heathy Forest	1,228	29%	361	0%	100%	0%	0%	100%
Valley Slopes Dry Forest	1,933	3%	49	70%	26%	1%	0%	96%
Warm Temperate Rainforest	2,861	5%	145	27%	53%	20%	0%	100%
Warm Temperate Rainforest - former niche	2,861	10%	284	31%	50%	18%	0%	100%
Wet Forest	75,929	3%	2,004	58%	20%	10%	0%	89%
Wet Heathland	8,339	0%	5	42%	36%	0%	0%	78%

- a. The figures shown in this table are based on the 2019 version of Victoria's modelled extent of Old Growth Forest (MOG) and are therefore only approximate.
- b. Informal Reserve includes broad areas and linear elements of SPZ greater than 100 metres and other informal reserves.
- c. This comprises those elements of GMZ and SMZ protected by prescriptions.
- d. Private Land covenants includes areas protected under conservation covenants under the *Victorian Conservation Trust Act 1972* and Land Management Cooperative Agreements under the *Conservation Forests and Lands Act 1987*.

Private Land

The NFPS established that the CAR Reserve System will in the first instance be selected from Public Land. There are a number of EVCs in Gippsland that largely occur on Private Land. Such EVCs are denoted by an asterisk (*) in Table 1 above.

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

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

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

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

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

LISTED SPECIES AND COMMUNITIES

Both Parties recognise the range of mechanisms in place to conserve the habitat of Listed Species and Communities in the Gippsland RFA Region. These include protection within the CAR Reserve System, protection of rare or threatened Ecological Vegetation Classes, and the development of Statutory Conservation Planning Documents for Listed Species and Communities.

Priorities at the signing of the Gippsland RFA for nomination and developing Action Statements and Recovery Plans for fauna, flora and potentially Threatening Processes, and the status of progress made as at December 2019, are outlined in Tables 1-3. Species which were identified as priorities in the East Gippsland, Central Highlands and North East RFA Regions and which also occurred within the Gippsland RFA Region were not identified in these tables.

Flora and Fauna Guarantee Act listing process

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

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

It should be noted that recent amendments to the FFG Act provide for the responsible Minister to recommend to the Governor in Council to specify taxa of flora or fauna in the Threatened List that are included in the Victorian Advisory Lists immediately prior to commencement of the amended Act. As such, many of the taxa listed as priorities for nomination in Table 1 may be listed without formal public nomination.

EPBC Act Nomination, Prioritisation, Assessment and Listing Process

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

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

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

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

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

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

Table 1. Priority species as at 2000 for nomination under the *Flora and Fauna Guarantee Act 1988* (Vic) (showing December 2019 status).

Scientific name	Common Name	Nomination status (December 2019)
<i>Epilobium brunnescens</i> ssp. <i>beagleholei</i>	Bog Willow-herb	Nominated July 2003; Listed
<i>Grevillea celata</i>	Colquhoun Grevillea	Nominated June 2004; Listed
<i>Litoria verreauxii alpina</i>	Alpine Tree Frog	Nominated September 2000; Listed
<i>Litoria littlejohni</i>	Large Brown Tree Frog	Nominated March 2002; Listed
<i>Gobiomorphus australis</i>	Striped Gudgeon	Not yet nominated
<i>Engaeus australis</i>	Lilly Pilly Burrowing	Nominated December 2000; Not

	Cray	listed
<i>Euastacus crassus</i>	Alpine Spiny Cray	Nominated June 2001; Listed
<i>Euastacus neodiversus</i>	South Gippsland Spiny Cray	Nominated December 2000; Listed

Table 2. Priority potentially Threatening Processes as at 2000 under the *Flora and Fauna Guarantee Act 1988* (Vic) for preparation of Action Statements (showing December 2019 status).

Potentially Threatening Process	Action Statement status (December 2019)
Soil erosion and vegetation damage and disturbance in the alpine regions of Victoria caused by cattle grazing	Action Statement approved 2015

Table 3. Priority species as at 2000 for preparation of an Action Statement / Recovery Plan (showing December 2019 status).

Scientific name	Common Name	Action	Status of Action Statement / Recovery Plan (December 2019)
<i>Caladenia fragrantissima</i> ssp. <i>orientalis</i>	Cream Spider-orchid	Recovery Plan	Recovery Plan approved 9 March 2001
<i>Isopogon prostratus</i>	Prostrate Cone-bush	Action Statement	No Action Statement
<i>Lepidium aschersonii</i>	Spiny Pepper-cress	Action Statement	Action Statement approved 2009

<i>Prasophyllum correctum</i>	Gaping Leek-orchid	Recovery Plan	Recovery Plan approved 13 August 2010
<i>Rulingia prostrata</i>	Dwarf Kerrawang	Action Statement	Action Statement approved 2002
		Recovery Plan	Recovery Plan approved 12 March 2010
<i>Engaeus rostrigaleatus</i>	Strzelecki Burrowing Crayfish	Action Statement	No Action statement

NOT USED

NOT USED

NOT USED

RESEARCH

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

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

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

Science

Statewide research will continue on the following major themes:

- **Matters of National Environmental Significance (MNES) and Listed Species and Communities¹**, including the identification of climate refugia, advancements in approaches for monitoring trends, threats and impacts, and the effectiveness of protections and management actions;
- **Climate Change**, including current and projected impacts on a wide range of forest values, adaptation of Forests and Forest Ecosystems, and the role of Forests in mitigation;
- **Active forest management**, through basic research and pilot projects, to test the effects of silviculture, fire, pest and weed management and other management interventions to enhance ESFM outcomes;
- **Fire**, including fire ecology, bushfire behaviour, reducing bushfire risk, Forest recovery and resilience, and applying fire as a forest management tool; and
- **Technology and innovation**, including the development of new or improved technology to maximise the efficient, high-value utilisation of timber.

Traditional Owner Knowledge

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

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

Data Sovereignty

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

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

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

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

NOT USED

NOT USED

NOT USED

NOT USED