

**WEST VICTORIA
REGIONAL FOREST AGREEMENT**

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

March 2000

THE WEST VICTORIA 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 West Victoria 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 adaptative 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 West Victoria CRA Report (Volumes 1 and 2) published by the Commonwealth and Victorian RFA Steering Committee in 1999. EVCs as they existed at 2019 in the West Victoria 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 Plans for the West Victoria RFA Region 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 the West Victoria RFA Region” means the document titled ‘Forest Management Plan for the Midlands Forest Management Area 1996’ and the ‘Portland and Horsham Forests: Forest Management Plan 2010’ produced by the then Victorian Department of Natural Resources and Environment;

“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;

“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 West Victoria 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;

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

“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 West Victoria region as shown in Maps 1 and 2 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 St
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 West Victoria 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 West Victoria region.

Matters of National Environmental Significance

- 25A. 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.
- 25B. The Parties recognise the importance of research, monitoring, reporting, evaluation and communication to support ongoing decision making with regard to MNES.
- 25C. 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

- 25D. 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.
- 25E. 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.
- 25F. 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.
- 25G. 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.
- 25H. Where a species or community that is present in the West Victoria 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.
- 25I. Where a taxon or community that is present in the West Victoria 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.
- 25J. 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 West Victoria 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.

25K. Where:

- (i) a Listed Species or Community is present in the West Victoria RFA Region; or
- (ii) there is a change in conservation status of a Listed Species or Community present in the West Victoria 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 its 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.

25L. 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 25K(a), or
- (b) a determination was required to have been made pursuant to sub-clause 25K(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.

25M. 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.

25N. 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:

- (c) 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
 - (d) a change in the conservation status of a Listed Species or Community.
- 25O. 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.
- 25P. 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.
- 25Q. 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.
- 25R. For all Listed Species and Communities present in the West Victoria 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.
- 25S. 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.
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.

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 West Victoria 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 West Victoria 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 West Victoria 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 West Victoria 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 West Victoria 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 West Victoria 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. The 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 Maps 1 and 2;
- (b) as at December 2019 is identified on Map 3; and
- (c) will be periodically mapped and made publicly available.

64A. Victoria agrees to maintain a CAR Reserve System in the West Victoria 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 West Victoria 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 West Victoria 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 resources, the Commonwealth will not prevent enterprises obtaining, using or exporting Processed and Unprocessed Wood sourced from Forests in the West Victoria 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* (Cth) 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 West Victoria 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

- 83E. 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.
- 83F. 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.
- 83G. 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 West Victoria 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 West Victoria 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 West Victoria 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 West Victoria 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(b), 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 this 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 West Victoria RFA 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 Reserve;
- 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 the West Victoria RFA Region as at 2000 covered an area of approximately 633,500 hectares (approximately 65 per cent of the public land in the region or approximately 11 percent of the entire region).

As at December 2019, the total CAR Reserve System in the West Victoria RFA Region is approximately 679,000 hectares. The Dedicated Reserve component of the CAR Reserve System covers approximately 542,000 hectares, the Informal Reserve component 130,000 hectares, and the areas protected by prescriptions add another 7,000 hectares to the reserve system. There are 6,380 hectares of Private Land managed for conservation in line with the JANIS Reserve Criteria that forms part of the CAR Reserve System.

Maps 1 and 2 illustrate the extent of the CAR Reserve System as at 2000 in the West Victoria RFA 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 3 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 West Victoria RFA 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 West Victoria RFA 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 West region 127 EVCs are mapped. Of these, 69 have been assessed as Vulnerable, 37 as Rare and 13 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 West Victoria RFA Region based on pre-1750 vegetation mapping as at 2000.

EVC No	Ecological Vegetation Class	EVC typology changes as at 2019 ^a	Area (ha)		Percent Remaining (as at 2000)	Status (as at 2000)	EVC reserve representation and area in each land category (as at 2000)								
			Pre-1750 (as at 2000)	Current (as at 2000)			CAR reserve system					SMZ (ha)	GMZ (ha)	Other Public Land (ha)	Private Land (ha)
							CAR Reserves (including additions)			Formal Reserves (ha)	Informal Reserves (SPZ) (ha)				
							ha	% pre 1750	% current						
1	Coastal Dune Scrub Mosaic		2 751	1 786	65	-	1 669	61		1 618	50		9	75	32
*3	Damp Sands Herb-rich Woodland		180 072	43 042	24	V	18 937		44	14 918	4 019	563	1 998	916	20 629
*6	Sand Heathland		15 403	14 480	94	R, V	13 784		95	12 387	1 397			28	669
7	Clay Heathland		32	32	100	R	2		5	2				31	
*8	Wet Heathland		11 537	7 492	65	R, V	7 133		95	5 581	1 552			86	273
9	Coastal Saltmarsh		30	14	48	R	14		94	14					1
*10	Estuarine Wetland		1 330	273	21	R, V	129		47	129			2	1	140
13	Brackish Sedgeland		485	152	31	R, V, E	135		89	124	11				17
16	Lowland Forest		170 671	86 608	51	-	30 522	18		22 600	7 922	1 917	37 124	1 928	15 117
*17	Riparian Scrub Complex	X	6 776	4 324	64	R	2 776		64	1 361	1 414			779	769
*18	Riparian Forest		10 383	4 775	46	R, V	3 329		70	1 535	1 794	1	2	57	1 386
19	Riparian Shrubland		201	115	57	R, V, E	98		85	98					17
20	Heathy Dry Forest		150 871	95 826	64	-	59 421	39		50 937	8 484	2 716	9 929	1 823	21 938
21	Shrubby Dry Forest		11 540	8 738	76	-	6 284	54		6 192	92	286	954	41	1 173
22	Grassy Dry Forest		130 712	46 744	36	-	21 256	16		10 404	10 851	2 169	7 319	480	15 520
*23	Herb-rich Foothill Forest		232 847	65 008	28	V	20 400		31	9 276	11 124	3 313	15 971	433	24 890
28	Rocky Outcrop Shrubland		14 133	14 011	99	R, E	13 464		96	12 682	782		450	12	85
29	Damp Forest		2 599	2 130	82	R, V	1 766		83	1 058	709				364
30	Wet Forest		51 873	40 653	78	-	14 506	28		9 357	5 149	2 679	15 322	820	7 326
37	Montane Grassy Woodland		14	14	100	R	14		100	14					
45	Shrubby Foothill Forest		81 000	68 082	84	-	26 435	33		19 137	7 298	12 774	18 527	386	9 961
*47	Valley Grassy Forest		66 587	15 638	23	R, V	7 471		48	5 526	1 945		2	183	7 983
48	Heathy Woodland		220 661	179 030	81	-	123 056	56		80 028	43 028	6 697	18 112	5 509	25 656
50	Coastal Heathland	X	33			na									

EVC No	Ecological Vegetation Class	EVC typology changes as at 2019 ^a	Area (ha)		Percent Remaining (as at 2000)	Status (as at 2000)	EVC reserve representation and area in each land category (as at 2000)								
			Pre-1750 (as at 2000)	Current (as at 2000)			CAR reserve system					SMZ (ha)	GMZ (ha)	Other Public Land (ha)	Private Land (ha)
							CAR Reserves (including additions)			Formal Reserves (ha)	Informal Reserves (SPZ) (ha)				
							ha	% pre 1750	% current						
52	Coastal Saltmarsh Complex	X	6 225	3 221	52	-	2 145	34		2 145			3	1 073	
*53	Swamp Scrub		53 317	2 320	4	E	975		42	618	357			80	1 265
*55	Plains Grassy Woodland		1 210 000	36 104	3	V, E	12 437		34	5 674	6 763	136	8 916	3 605	11 009
*56	Floodplain Riparian Woodland		40 163	3 833	10	R, V, E	1 421		37	1 416	5	100	4	171	2 136
*61	Box Ironbark Forest		27 015	8 427	31	R, V	4 934		59	2 614	2 320	282	237	571	2 403
*64	Rocky Chenopod Woodland		1 693	666	39	R	376		56	376				9	281
65	Sedge-rich Woodland		179	155	86	R, V	143		93		143				11
*67	Alluvial Terraces Herb-rich Woodland		21 553	3 804	18	E	2 812		74	1 315	1 497	185		39	768
*68	Creekline Grassy Woodland		66 360	2 341	4	R, V, E	1 292		55	1 107	185		19	81	948
*69	Metamorphic Slopes Shrubby Woodland		79	8	10	R, E									8
70	Hillcrest Herb-rich Woodland		821	482	59	R	378		78	70	308				104
*71	Hills Herb-rich Woodland		36 280	17 028	47	-	10 217	28		9 656	561	75	105	497	6 134
72	Granitic Hills Woodland		6 704	250	4	R, E	226		90	226			2		23
73	Rocky Outcrop Shrubland/Herbland Mosaic	X	6 924	6 423	93	R, E	6 213		97	6 171	43	42	1	4	163
74	Wetland Formation		571	119	21	R, V, E	110		92	73	37			2	8
*76	Low Rises Grassy Woodland/Alluvial Terraces Herb-rich Woodland Mosaic	X	18 414	635	3	E	63		10	26	37		76	22	474
80	Spring Soak Woodland		4			na									
81	Alluvial Terraces Herb-rich Woodland/Creekline Grassy Woodland Mosaic		294			na									
*83	Swampy Riparian Woodland		11 145	441	4	R, V, E	11		3	11			8	50	372
84	Riparian Forest/Swampy Riparian Woodland/Riparian Shrubland/Riverine Escarpment Scrub/Disturbed Mosaic	X	115			na									
93	Broombush Mallee	X	1 441	209	15	R, V	187		90	187					22
*103	Riverine Grassy Chenopod Woodland	X	10 089	197	2	R, E	95		48	95				21	81

EVC No	Ecological Vegetation Class	EVC typology changes as at 2019 ^a	Area (ha)		Percent Remaining (as at 2000)	Status (as at 2000)	EVC reserve representation and area in each land category (as at 2000)								
			Pre-1750 (as at 2000)	Current (as at 2000)			CAR reserve system				SMZ (ha)	GMZ (ha)	Other Public Land (ha)	Private Land (ha)	
							CAR Reserves (including additions)			Formal Reserves (ha)					Informal Reserves (SPZ) (ha)
							ha	% pre 1750	% current						
104	Lignum Wetland	X	140	1	1	R, V, E	1		100	1					
124	Grey Clay Drainage Line Complex		1 629			na									
*125	Plains Grassy Wetland		44 124	144	0	R, E	48		33	43	5	14	40	42	
126	Swampy Riparian Complex		513			na									
*127	Valley Heathy Forest		1 463	70	5	R, E	12		16	12				59	
*128	Grassy Forest		12 611	2 923	23	E	64		2	4	60	16	4	1 2 839	
*132	Plains Grassland		242 286	3 464	1	V, E	76		2	76			3 305	82	
133	Limestone Pomaderris Shrubland		4	4	100	R	4		100	4					
*134	Sand Forest		1 553	374	24	R, V, E	76		20	22	54			298	
*136	Sedge Wetland		3 886	1 353	35	R, V	1 088		80	314	775		10	255	
140	Mangrove Shrubland		88	44	50	R	44		100	44					
*152	Alluvial Terraces Herb-rich Woodland/Plains Grassy Woodland Complex	X	9 800	172	2	R, V, E						8	16	148	
155	Bird Colony Succulent Herbland		2			R									
160	Coastal Dune Scrub		4 908	1 402	29	V	1 109		79	1 109			11	282	
161	Coastal Headland Scrub		5 497	3 298	60	R	2 755		84	2 755			27	516	
162	Coastal Headland Scrub/Headland Coastal Tussock Grassland Mosaic	X	1 447	383	26	R	361		94	361				22	
163	Coastal Tussock Grassland		753	487	65	R	487		100	487					
*164	Creekline Herb-rich Woodland		8 968	2 097	23	R, V	993		47	547	446		67	1 038	
165	Damp Heath Scrub		24 770	2 986	12	V, E	2 524		85	2 472	52		30	432	
*174	Grassy Dry Forest/Rocky Outcrop Shrubland/Herbland Mosaic		185	31	17	R	24		77	24				7	
175	Grassy Woodland		257 407	5 963	2	E	1 156		19	718	438	517	22	445	
177	Valley Slopes Dry Forest		14	14	100	R	14		100	14					
178	Herb-rich Foothill Forest/Shrubby Foothill Forest Complex	X	12 052	7 996	66	-	1 847	15		15	1 832	1 641	3 228	100	
179	Herb-rich Heathy Woodland	X	41 458	21 788	53	-	9 629	23		6 025	3 603	993	3 210	377	
181	Coast Gully Thicket		345	178	52	R	174		98	174			4		
184	Montane Wet Heathland		54	54	100	R	54		100	54					

EVC No	Ecological Vegetation Class	EVC typology changes as at 2019 ^a	Area (ha)		Percent Remaining (as at 2000)	Status (as at 2000)	EVC reserve representation and area in each land category (as at 2000)								
			Pre-1750 (as at 2000)	Current (as at 2000)			CAR reserve system					SMZ (ha)	GMZ (ha)	Other Public Land (ha)	Private Land (ha)
							CAR Reserves (including additions)			Formal Reserves (ha)	Informal Reserves (SPZ) (ha)				
							ha	% pre 1750	% current						
*191	Riparian Scrub		6 651	4 803	72	R	3 866		80	2 848	1 018			120	817
192	Montane Rocky Shrubland		1 863	1 863	100	R	1 863		100	1 863					
193	Rocky Outcrop Herbland		10 021	10 026	100	R	9 948		99	9 899	50		36		41
*195	Seasonally Inundated Shrubby Woodland		8 399	4 424	53	R, V	3 354		76	2 341	1 013	14		75	981
196	Seasonally-inundated Sub-saline Herbland		58	58	100	R	58		100	58					
198	Sedgy Riparian Woodland		11 882	6 151	52	-	4 087	34		2 587	1 500	204	663	300	897
200	Shallow Freshwater Marsh		4 917	1 004	20	R, V, E	801		80	667	134		33	25	145
201	Shrubby Wet Forest		38 022	31 812	84	-	8 406	22		5 722	2 684	1 345	15 154	255	6 652
*203	Stoney Rises Herb-rich Woodland	X	111 474	18 638	17	E	9 310		50	9 310			48	108	9 172
233	Wet Sands Thicket		1 299	1 264	97	R	1 206		95	448	757			12	47
235	Gilgai Plain Woodland/Wetland Mosaic	X	452			na									
*237	Riparian Forest/Swampy Riparian Woodland Mosaic		262	14	5	R, E									14
*241	Valley Grassy Forest/Plains Grassy Woodland Complex	X	181	11	6	R, E									11
247	Box Ironbark Forest/Shrubby Granitic-outwash Grassy Woodland Mosaic	X	1			na									
261	Plains Grassy Woodland/Creekline Grassy Woodland Mosaic		490			na									
262	Slopes Box Grassy Woodland/Box Ironbark Forest Complex	X	1 707	1	0	R, E	1		100	1					
263	Plains Grassy Woodland/Plains Grassland/Plains Grassy Wetland Mosaic	X	6 908	8	0	R, E	8		100	8					
*264	Sand Ridge Woodland		996	91	9	R, E	42		46	33	8				49
268	Valley Grassy Forest/Slopes Box Grassy Woodland Complex	X	48			na									
269	Riparian Shrubland/Swampy Riparian Woodland Mosaic		142	11	8	R, E	11		100	11					

EVC No	Ecological Vegetation Class	EVC typology changes as at 2019 ^a	Area (ha)		Percent Remaining (as at 2000)	Status (as at 2000)	EVC reserve representation and area in each land category (as at 2000)								
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							CAR Reserves (including additions)			Formal Reserves (ha)	Informal Reserves (SPZ) (ha)				
							ha	% pre 1750	% current						
271	Grassy Woodland/Valley Grassy Forest Complex	X	157			na									
272	Swampy Riparian Woodland/Spring Soak Woodland Mosaic		54			na									
278	Herb-rich Heathy Forest		430	430	100	R	430		100	430				1	
279	Heathland Thicket		667	668	100	R	662		99	614	47				6
280	Floodplain Thicket		2 819	2 784	99	-	2 634	93		2 272	363	34	89		26
281	Sedge-rich Wetland	X	478	493	103	R, V	475		96	241	234				18
282	Shrubby Woodland		11 039	7 906	72	R	6 131		78	6 050	80		188	17	1 570
283	Plains Sedgy Woodland		4 416	2 277	52	R, E	1 415		62	412	1 003	235	94	2	532
284	Claypan Ephemeral Wetland		3	3	100	R	3		100	3					
*285	Dry Creekline Woodland		659	352	53	R	184		52	135	48		41		127
*291	Cane Grass Wetland		1 009	71	7	R, V, E	34		48	34					37
*292	Red Gum Wetland	X	31 113	1 497	5	R, V, E	537		36	451	85	115	96	9	741
293	Riparian Forest/Creekline Grassy Woodland Mosaic		157	12	8	R, E	12		100	12					
300	Reed Swamp		683	569	83	R, E	535		94	535					34
320	Grassy Dry Forest/Heathy Dry Forest Complex	X	3 928	1 837	47	R, V	1 542		84		1 542				295
333	Red Gum Wetland/Plains Grassy Wetland Mosaic	X	100			na									
336	Grampian Ranges Mosaics (includes EVCs 336-350, 352-381, 384-400, 402-471, 475-480, 484-634)	X	8 204	8 336	102	R	7 850		94	7 315	534		126	104	257
351	Rocky Outcrop Shrubland/Herbland Mosaic/Grassy Dry Forest Complex	X	2 131	1 603	75	R	1 328		83	779	550	102	13	6	154
382	Lowland Forest/Heathy Dry Forest Complex	X	743	743	100	R	743		100	743					
383	Lowland Forest/Valley Grassy Forest Complex	X	1 318	1 150	87	R	1 005		87	1 005					145
401	Hills Herb-rich Woodland/Heathy Woodland Complex	X	737	737	100	R	718		97	718					19
472	Heathy Woodland/Heathy Woodland Complex	X	734	734	100	R	731		100	567	163				3

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							CAR Reserves (including additions)			Formal Reserves (ha)	Informal Reserves (SPZ) (ha)				
							ha	% pre 1750	% current						
481	Heathy Woodland/Heathy Dry Forest Complex	X	1 294	1 294	100	R	1 274		98	1 274					20
636	Brackish Lake	X	457	12	3	R, V, E	6		50	5	1			6	
*640	Creekline Sedgy Woodland		2 856	364	13	R, V	250		69	250			6		108
*641	Riparian Woodland		25 071	3 073	12	R, V, E	1 552		51	1 397	156			44	1 476
*642	Basalt Shrubby Woodland		70 853	76	0	R, E	2		2	2				1	73
*643	Brackish Drainage Line Herbland/Sedgeland Mosaic	X	1 108	24	2	R, E	12		50	12					12
644	Cinder Cone Woodland		460	203	44	R,E	203		100	203					
645	Wet Heathland / Heathy Woodland Mosaic		6 347	4 486	71	R, V	4 035		90	2 824	1 211				451
*646	Heathy Woodland / Plains Grassy Woodland Mosaic		1 064	327	31	E							2		325
*647	Plains Sedgy Wetland		33 402	309	1	R, E	121		39	104	17	2	32	45	109
648	Saline Lake Verge Herbland/Sedgeland Mosaic	X	18			na									
649	Stony Knoll Shrubland		175			na									
650	Heathy Woodland / Damp Heathy Woodland / Damp Heathland Mosaic	X	25 811	12 835	50	V	10 734		84	1 948	8 786	1		25	2 075
*651	Plains Swampy Woodland		19 705	87	0	R, E	26		30	1	25				60
*652	Lunette Woodland		2 335	52	2	R, E	14		26	14					38
*653	Aquatic Herbland		2 372	266	11	R, V	184		69	100	84			5	77
654	Creekline Tussock Grassland		2 558			na									
655	Lignum Cane Grass Swamp		360	8	2	R, E	8		100	8					
656	Brackish Wetland		1 038	192	18	R, V	191		99	185	6			1	
*657	Freshwater Lignum Shrubland		1 076	21	2	R, E	13		61	8	5				8
*658	Riverine Grassy Woodland / Riverine Sedgy Forest / Aquatic Herbland Mosaic	X	1 196	212	18	R, V	89		42	89				2	121
659	Plains Riparian Shrubby Woodland		416	281	68	R, V	250		89	250				10	22
660	Plains Woodland/Plains Grassy Wetland Mosaic		7 911	2 234	28	E	1 400		63	864	536	244	219		370

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							CAR Reserves (including additions)			Formal Reserves (ha)	Informal Reserves (SPZ) (ha)				
							ha	% pre 1750	% current						
662	Escarpment Shrubland / Grassy Woodland / Riparian Woodland Mosaic		65			na									
*663	Black Box Lignum Woodland		348	65	19	R, V, E	28		42	28				15	23
664	Limestone Ridge Woodland		29	29	100	R	22		78	22					6
*665	Coastal Mallee Scrub		597	302	51	R, V	194		64	194					109
*666	Riparian Shrubland / Escarpment Shrubland / Grassy Woodland Mosaic	X	2 641	29	1	R, E	12		41	12					17
*668	Riparian Woodland / Escarpment Shrubland Mosaic		463	13	3	R, E									13
669	Escarpment Shrubland / Damp Sands Herb-rich Woodland / Riparian Woodland / Swamp Scrub Mosaic	X	190	122	64	R, E	122		100	122					
670	Limestone Woodland		69	69	100	R	69		100	69					
*672	Damp Sands Herb-rich Woodland / Shrubby Woodland Mosaic		990	312	32	V	125		40	82	44		12		175
*673	Dune Soak Woodland		115	46	40	R, E	24		52	5	19				22
*674	Sandy Stream Woodland		7 276	788	11	R, V	23		3	10	13			4	760
675	Escarpment Shrubland / Damp Sands Herb-rich Woodland / Swamp Scrub Mosaic	X	91	66	73	R, E	62		94	62					4
*676	Salt Paperbark Woodland		163	46	28	R, V	29		62	21	7				18
677	Inland Saltmarsh		238	3	1	R, E	3		100	3					
*679	Drainage Line Woodland		3 815	371	10	R, E	227		61	206	20	6	4	6	129
*680	Freshwater Meadow		1 704	150	9	R, E	61		40	6	55				90
*681	Deep Freshwater Marsh		4 808	1 304	27	V	1 090		84	795	296		14	9	190
682	Permanent Open Freshwater		184	43	24	R	37		85	37				1	6
683	Semi-permanent Saline		479	25	5	R	17		70	11	6				7
684	Permanent Saline		188	46	24	R	42		92	42				1	2
685	Box Ironbark Forest/Heathy Woodland Complex	X	8			na									

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							CAR Reserves (including additions)			Formal Reserves (ha)	Informal Reserves (SPZ) (ha)				
							ha	% pre 1750	% current						
*690	Floodplain Riparian Woodland/Billabong Wetland Mosaic		1 558	1	0	R, E									1
*691	Aquatic Herbland/Plains Sedgy Wetland Mosaic		29 452	356	1	R, V	157		44	112	45		9	20	170
692	Mangrove Shrubland/Coastal Saltmarsh/Berm Grassy Shrubland/Coastal Tussock Grassland Mosaic	X	61	26	42	R								26	
*693	Riverina Plains Grassy Woodland/Plains Grassland Mosaic	X	11 625	277	2	R, E							9		268
697	Grassy Woodland / Alluvial Terraces Herb-rich Woodland Mosaic		969	119	12	E	108		91	4	105		6		5
*704	Lateritic Woodland		7 218	1 422	20	V	736		52	103	633			6	680
705	Basalt Creekline Shrubby Woodland		3 996			R, E									
*707	Sedgy Swamp Woodland		355	48	14	R, V	9		18		9				40
709	Scree-slope Grassland/Woodland	X	32	7	22	R, V	7		100	7					
710	Damp Heathland		7 638	5 465	72	-	3 429	45		1 909	1 520	23	1 420		593
711	Shallow Sands Woodland / Plains Sedgy Woodland Mosaic		3 264	1 878	58	V	1 391		74	1 391		237			250
*713	Damp Sands Herb-rich Woodland / Damp Heathland / Damp Heathy Woodland Mosaic	X	84 333	2 929	3	V	692		24	189	503		16	5	2 216
714	Stony Knoll Shrubland / Plains Grassy Woodland / Plains Grassy Wetland Mosaic	X	58 136	6	0	E	5		81	5				1	
715	Plains Grassland / Stony Knoll Shrubland Mosaic		847			na									
716	Plains Grassy Woodland / Stony Knoll Shrubland Mosaic		1 619	2	0	E								2	
*719	Grassy Woodland / Damp Sands Herb-rich Woodland Mosaic		43 873	918	2	E	80		9	18	62	1		6	832
*720	Swamp Scrub / Aquatic Herbland Mosaic		2 382	96	4	E	48		50	48					47

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							CAR Reserves (including additions)			Formal Reserves (ha)	Informal Reserves (SPZ) (ha)				
							ha	% pre 1750	% current						
*724	Plains Woodland/Plains Sedgy Woodland/Damp Sands Herb-rich Woodland Mosaic	X	5 525	964	17	E	197		20		197		80	143	544
725	Damp Sands Herb-rich Woodland / Riparian Woodland / Swamp Scrub Mosaic	X	279	195	70	R, V	187		96	187			2		6
*726	Rocky Outcrop Shrubland/Herbland Mosaic / Heathy Woodland Mosaic	X	450	401	89	R	337		84	337				26	38
*727	Hills Herb-rich Woodland / Heathy Woodland Mosaic		9	8	90	R									8
*729	Sand Ridge Woodland / Damp Sands Herb-rich Woodland Mosaic		428	86	20	V	62		72	62					24
*730	Plains Grassy Woodland / Shrubby Woodland Mosaic		17	8	43	E	1		7	1					7
*732	Damp Sands Herb-rich Woodland / Plains Swampy Woodland / Aquatic Herbland Mosaic	X	9 400	228	2	V	26		11	12	14				202
*733	Swamp Scrub / Plains Sedgy Wetland / Aquatic Herbland Mosaic	X	8 982	72	1	R, V	41		58	41				2	28
734	Damp Heathland / Damp Heathy Woodland / Wet Heathland Mosaic	X	994	634	64	V	515		81	19	497		55		64
736	Limestone Rise Grassland / Limestone Rise Woodland	X	98	90	92	R	90		100		90				
737	Heathy Woodland / Limestone Woodland Mosaic		3 541	3 210	91	-	3 003	85		3 003			162		44
*738	Damp Sands Herb-rich Woodland / Plains Grassy Woodland / Plains Sedgy Woodland Mosaic	X	157	145	93	V, E	100		69		100		19		26
*739	Plains Grassy Woodland / Plains Swampy Woodland Mosaic		5 396	136	3	E	16		12		16		6	4	110
740	Damp Sands Herb-rich Woodland / Heathy Woodland / Sand Heathland Mosaic	X	1 008	969	96	V	966		100	966					3
741	Salt Paperbark Woodland / Inland Saltmarsh Mosaic	X	154	13	8	R, V	13		100	13					

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							CAR Reserves (including additions)			Formal Reserves (ha)	Informal Reserves (SPZ) (ha)				
							ha	% pre 1750	% current						
742	Basalt Shrubby Woodland / Herb-rich Foothill Forest Mosaic		1 237			na									
744	Stony Knoll Shrubland / Basalt Shrubby Woodland Mosaic		223			na									
*745	Hills Herb-rich Woodland / Plains Grassy Woodland Mosaic		5 874	888	15	E	437		49	26	411	48	8		395
746	Damp Heathland / Damp Heathy Woodland Mosaic		22 586	4 008	18	V	2 525		63	639	1 885		646		837
748	Shallow Sands Woodland / Heathy Woodland Mosaic		958	788	82	V	730		93	564	166				58
*749	Shallow Sands Woodland / Plains Sedgy Woodland / Seasonally Inundated Shrubby Woodland Mosaic	X	4 166	905	22	V	261		29	261		440			204
750	Shallow Sands Woodland / Plains Sedgy Woodland / Seasonally Inundated Shrubby Woodland Mosaic / Damp Sands Herb-rich Woodland Mosaic	X	20 263	5 692	28	V	2 734		48	591	2 143	1 327	271		1 360
*751	Seasonally Inundated Shrubby Woodland / Plains Sedgy Woodland Mosaic		3 482	1 251	36	R, V	592		47	173	420	14	239	3	404
*752	Grassy Woodland / Hills Herb-rich Woodland / Damp Sands Herb-rich Woodland Mosaic		20 082	806	4	E	45		6	37	8		13		748
*753	Rocky Outcrop Shrubland/Herbland / Broombush Mallee Mosaic	X	182	168	92	E	122		73	122					46
*754	Damp Heathland / Seasonally Inundated Shrubby Woodland Mosaic		63	62	98	R, V	31		50		31				31
756	Heathy Woodland / Seasonally Inundated Shrubby Woodland Mosaic		457	178	39	R, V	86		49		86	88			4
*757	Damp Sands Herb-rich Woodland / Seasonally Inundated Shrubby		691	340	49	V	187		55	187	1				153

EVC No	Ecological Vegetation Class	EVC typology changes as at 2019 ^a	Area (ha)		Percent Remaining (as at 2000)	Status (as at 2000)	EVC reserve representation and area in each land category (as at 2000)								
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							CAR Reserves (including additions)			Formal Reserves (ha)	Informal Reserves (SPZ) (ha)				
							ha	% pre 1750	% current						
	Woodland Mosaic														
*758	Rocky Outcrop Shrubland/Herbland / Hills Herb-rich Woodland Mosaic	X	25	16	66	E								16	
*759	Hills Herb-rich Woodland / Valley Grassy Forest Mosaic		71	49	68	R	3		7	3				45	
*760	Lateritic Woodland / Heathy Dry Forest Mosaic		115	95	82	V	3		3	3				92	
*761	Hills Herb-rich Woodland/ Lateritic Woodland Mosaic		151	1	1	V								1	
762	Damp Heathland / Sand Heathland Mosaic		821	655	80	R, V	508		78	251	256		140	7	
*763	Damp Heathland / Damp Heathy Woodland / Seasonally Inundated Shrubby Woodland Mosaic	X	1 480	10	1	V								10	
*764	Lateritic Woodland / Heathy Woodland Mosaic		83	63	76	V	34		53	7	27			29	
*765	Heathy Dry Forest / Plains Grassy Woodland Mosaic		40	30	75	E								30	
*766	Shrubby Woodland / Lateritic Woodland Mosaic		14	13	90	R, V	6		43	6				7	
768	Wet Heathland / Riparian Scrub Mosaic		16			na									
*770	Damp Sands Herb-rich Woodland / Lowland Forest Mosaic		1 836	932	51	V	603		65	169	434		143	3 183	
*771	Heathy Dry Forest/Sand Heathland Mosaic		5	3	62	R, V	1		26	1				2	
772	Heathy Dry Forest/Hill Herb-rich Woodland/Lateritic Woodland Mosaic	X	5			na									
*773	Hills Herb-rich Woodland / Shrubby Woodland Mosaic		2	2	100	R								2	
*774	Sedgy Riparian Woodland / Damp Sands Herb-rich Woodland Mosaic	X	4	4	100	V	2		56	2				2	
*775	Floodplain Thicket / Shrubby Woodland Mosaic	X	4	4	85	R								4	

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							ha	% pre 1750	% current						
*776	Plains Swampy Woodland / Swamp Scrub Mosaic		2 664	77	3	R, E	19		24	7	12				58
*779	Damp Sands Herb-rich Woodland / Shallow Sands Woodland Mosaic		2 201	474	22	V	231		49	178	53				242
*780	Plains Sedgy Woodland / Shallow Sands Woodland / Heathy Woodland Mosaic	X	370	365	99	R, E	281		77		281	27			57
*781	Damp Sands Herb-rich Woodland / Herb-rich Foothill Forest Mosaic		3 118	404	13	V	184		46		184		4		216
783	Grassy Dry Forest / Heathy Woodland Complex	X	239	191	80	-	155	65		98	57				37
*785	Heathy Herb-rich Woodland / Damp Sands Herb-rich Woodland Mosaic		5 342	716	13	V	457		64	411	45				259
*786	Heathy Woodland / Heathy Herb-rich Woodland / Damp Heathy Woodland Mosaic	X	3 465	2 622	76	V	1 873		71		1 873				750
787	Plains Woodland/Damp Sands Herb-rich Woodland Mosaic		218	109	50	E	105		96	105					4
*788	Shallow Sands Woodland / Heathy Herb-rich Woodland Mosaic		69	62	90	V									62
789	Hills Herb-rich Woodland / Grassy Dry Forest Complex	X	54	54	100	-	54	100		54					
*790	Heathy Woodland / Heathy Herb-rich Woodland Mosaic		331	187	57	-	114	34		114					73
*791	Plains Grassy Woodland / Damp Sands Herb-rich Complex / Damp Sands Herb-rich Woodland / Plains Grassy Woodland Complex / Damp Sands Herb-rich Woodland Mosaic	X	35 053	184	1	E	7		4	7					177
*792	Stony Rises Woodland / Stony Knoll Shrubland Complex	X	3 587	2 016	56	E	1 257		62	5	1 251		15		744
*793	Damp Heathy Woodland		2 607	833	32	V	584		70	110	474		41		208
*794	Floodplain Riparian Woodland / Plains Grassy Woodland Mosaic		2 894	13	0	E	8		64	8					5

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							CAR Reserves (including additions)			Formal Reserves (ha)	Informal Reserves (SPZ) (ha)				
							ha	% pre 1750	% current						
*796	Valley Grassy Forest / Lateritic Woodland Mosaic		38	29	77	R, V	1		2	1					28
797	Coastal Landfill / Sand Accretion	X	86	5	6	na	5			5					
798	Sedgy Riparian Woodland/Riparian Scrub Mosaic		61			na									
799	Shrubby Woodland/Riparian Scrub Mosaic		53			na									
*802	Grassy Woodland / Heathy Woodland Mosaic		2 825	519	18	E	48		9	48				17	454
*803	Plains Woodland		439 583	4 349	1	E	1 570		36	884	687	85	164	182	2 347
836	Damp Heath Scrub/Heathy Woodland Complex		16	16	100	R	16		100	16					
851	Stream-bank Shrubland		6 245	1 379	22	R, V	785		57	709	76			88	506
858	Calcarenite Dune Woodland	X	17 831	4 268	24	R, V	3 192		75	3 012	181		49	44	982
859	Montane Grassy Woodland/Rock Outcrop Mosaic	X	9	9	100	R	6		65	6				3	
863	Floodplain Reedbed					R									
876	Spray-zone Coastal Shrubland		77	9	11	R, V	9		100	9					
881	Damp Sands Herb-rich Woodland / Heathy Woodland Mosaic		5 933	4 816	81	V	3 535		73	3 475	60		311		970
*882	Shallow Sands Woodland		44 908	8 569	19	V	4 661		54	3 074	1 587	755	545	126	2 482
*885	Damp Sands Herb-rich Woodland / Plains Grassy Woodland Complex	X	91 460	1 434	2	V, E	304		21	31	272	46	47	10	1 027
*886	Red Gum Wetland / Aquatic Herbland Mosaic		1 193	142	12	R, E	83		58	65	17	38			21
890	Valley Grassy Forest/Creekline Grassy Woodland Mosaic		428			na									
891	Plains Brackish Sedge Wetland		29	16	55	R	16		100	16					
*892	Heathy Woodland/Sand Heath Mosaic		8 400	4 642	55	R, V	3 347		72	2 588	759		13		1 282
*894	Scoria Cone Woodland		15 421	589	4	R, V, E	229		39	229			1	88	271
*895	Escarpment Shrubland		3 541	257	7	R, V, E	19		7	19				26	212
*896	Grassy Woodland/Heathy Dry Forest		31 987	820	3	E	9		1	9			44	70	697

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							CAR Reserves (including additions)			Formal Reserves (ha)	Informal Reserves (SPZ) (ha)				
							ha	% pre 1750	% current						
	Complex														
*897	Plains Grassland/Plains Grassy Woodland Mosaic		480 110	1 558	0	E	846		54	846			6	322	384
898	Cane Grass-Lignum Halophytic Herbland		137	89	65	R	89		100	89					
899	Plains Freshwater Sedge Wetland		91	82	90	R	82		100	82					
Other Land															
57	Plantation - Softwood	X		85 395			1 045			694	350	126	1 375	879	81 971
58	Cleared / Severely Disturbed	X		43 783			14 826			13 961	864	589	1 115	25 459	1 794
121	Plantation - Hardwood	X		817			656			656					161
987	Plantation - Undefined	X		14 684			296			67	229	20	165	409	13 794
988	Quarry	X		80			42			41	1		38		
989	Cleared/Severely Disturbed Due To Power Easement	X		6			5			2	3		1		
991	Water Body-Salt			43 326			2 293			2 293			6	40 908	118
992	Water Body-Fresh			13 326			284			236	47	3	21	12 917	101
995	Water - Ocean	X													
996	Cleared area/unknown	X		1											1
997	Cleared areas	X		4 330 504			24 979			22 251	2 728	835	5 280	12 941	4 286 468
998	Water Body - Natural or man made	X		5 869			199			186	13	3	46	5 606	14
999	Unknown/Unclassified	X		153 706			7 760			5 502	2 258	197	3 412	553	141 783
Total			5,669,159	5,762,793			633,498			457,059	176,431	44,880	176,494	126,499	4,781,424

* denotes EVC that occur largely on Private Land

Additional protection for a number of EVCs is afforded under prescriptions of the Code of Forest Practice for Timber Production which exclude of timber harvesting from streamside buffers and slopes of 30 degrees or more.

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 West Victoria 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 West Victoria 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 are included in the plantation, disturbed and cleared areas categories 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.

Cool Temperate Rainforest is not included in this table and is completely protected on public land; all occurrences on State Forest are protected by Special Protection Zone or the Code of Forest Practice for Timber Production.

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.

Table 1a Representative conservation (percentage reservation status) of Forest EVCs^a in the CAR Reserve System in the West Victoria 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	
Alluvial Terraces Herb-rich Woodland*	67	22,585	12,179	54%	V	12%	19%	4%	0%	0%	23%	70%
Alluvial Terraces Herb-rich Woodland/Claypan Ephemeral Wetland Mosaic	455	36	36	100%	N/A	98%	98%	0%	0%	0%	98%	1%
Alluvial Terraces Herb-rich Woodland/Creekline Grassy Woodland Mosaic	81	293	250	85%	N/A	2%	2%	0%	0%	0%	2%	97%
Alluvial Terraces Herb-rich Woodland/Hills Herb-rich Woodland Mosaic	452	36	36	100%	N/A	100%	100%	0%	0%	0%	100%	0%
Alluvial Terraces Herb-rich Woodland/Plains Grassy Woodland Mosaic	77	9,835	2,413	25%	N/A	1%	2%	1%	0%	0%	3%	91%
Alluvial Terraces Herb-rich Woodland/Sedge Wetland Mosaic	457	30	30	100%	N/A	100%	100%	0%	0%	0%	100%	0%
Basalt Creekline Shrubby Woodland*	705	3,877	230	6%	E	0%	0%	0%	0%	0%	0%	100%
Basalt Shrubby Woodland*	642	64,570	3,382	5%	E	0%	0%	0%	0%	0%	1%	97%
Basalt Shrubby Woodland/Herb-rich Foothill Forest Mosaic	742	1,238	30	2%	N/A	0%	0%	0%	0%	0%	0%	100%
Black Box Lignum Woodland*	663	256	178	70%	V	6%	9%	0%	0%	0%	9%	26%
Box Ironbark Forest*	61	27,021	20,710	77%	R	19%	24%	0%	0%	0%	25%	68%
Box Ironbark Forest/Grassy Woodland Mosaic	247	9	9	100%	N/A	27%	28%	0%	0%	0%	28%	7%
Cinder Cone Woodland	644	488	341	70%	V	68%	97%	0%	0%	0%	97%	3%
Cool Temperate Rainforest*	31	15,639	3,978	25%	V	24%	92%	0%	5%	0%	96%	4%
Creekline Grassy Woodland*	68	65,938	23,391	35%	E	1%	1%	1%	0%	1%	2%	86%
Creekline Herb-rich Woodland*	164	9,043	5,050	56%	V	12%	12%	9%	0%	0%	21%	69%

Creekline Sedgy Woodland*	640	2,893	1,649	57%	V	1%	1%	1%	0%	0%	2%	63%
Damp Forest*	29	2,595	2,434	94%	R	64%	48%	18%	2%	0%	68%	20%
Damp Forest/Herb-rich Foothill Forest Mosaic	597	171	171	100%	N/A	100%	100%	0%	0%	0%	100%	0%
Damp Forest/Lowland Forest Mosaic	372	31	31	100%	N/A	100%	100%	0%	0%	0%	100%	0%
Damp Forest/Riparian Scrub Mosaic	373	11	11	100%	N/A	100%	100%	0%	0%	0%	100%	0%
Damp Heath Scrub/Heathy Woodland Complex	836	16	16	98%	N/A	90%	92%	0%	0%	0%	92%	8%
Damp Heathland/Damp Heathy Woodland Mosaic	746	116,630	15,515	13%	N/A	3%	6%	19%	0%	0%	25%	65%
Damp Heathland/Seasonally Inundated Shrubby Woodland Mosaic	754	63	63	100%	N/A	99%	0%	99%	0%	0%	99%	1%
Damp Heathy Woodland*	793	2,610	1,178	45%	R	25%	13%	42%	0%	0%	55%	39%
Damp Sands Herb-rich Woodland*	3	181,466	70,250	39%	V	11%	22%	6%	0%	0%	28%	63%
Damp Sands Herb-rich Woodland/Alluvial Terraces Herb-rich Woodland Mosaic	417	7	7	100%	N/A	100%	100%	0%	0%	0%	100%	0%
Damp Sands Herb-rich Woodland/Dry Creekline Woodland mosaic	423	8	8	100%	N/A	100%	100%	0%	0%	0%	100%	0%
Damp Sands Herb-rich Woodland/Heathy Woodland Mosaic	881	7,131	6,200	87%	N/A	66%	75%	1%	0%	0%	76%	13%
Damp Sands Herb-rich Woodland/Herb-rich Foothill Forest Mosaic	781	3,181	641	20%	N/A	8%	9%	31%	0%	0%	40%	58%
Damp Sands Herb-rich Woodland/Lowland Forest Mosaic	770	1,843	1,062	58%	N/A	32%	16%	40%	0%	0%	56%	25%
Damp Sands Herb-rich Woodland/Plains Grassy Woodland Mosaic	885	126,786	20,346	16%	N/A	0%	0%	2%	0%	0%	2%	95%
Damp Sands Herb-rich Woodland/Plains Swampy Woodland Mosaic	732	9,406	1,500	16%	N/A	0%	1%	1%	0%	0%	2%	95%
Damp Sands Herb-rich Woodland/Riparian Woodland Mosaic	725	417	416	100%	N/A	91%	91%	0%	0%	0%	91%	3%
Damp Sands Herb-rich Woodland/Seasonally Inundated Shrubby Woodland Mosaic	757	697	495	71%	N/A	33%	47%	0%	0%	0%	47%	53%
Damp Sands Herb-rich Woodland/Sedgy Riparian Woodland Mosaic	422	176	176	100%	N/A	92%	92%	0%	0%	0%	92%	8%
Damp Sands Herb-rich Woodland/Shallow Sands Woodland Mosaic	779	2,203	1,044	47%	N/A	11%	17%	5%	0%	0%	22%	77%
Damp Sands Herb-rich Woodland/Shrubby Woodland Mosaic	672	1,685	1,542	92%	N/A	36%	37%	3%	0%	0%	40%	38%

Drainage-line Woodland*	679	3,805	1,866	49%	V	4%	5%	3%	0%	0%	8%	67%
Dry Creekline Woodland*	285	660	522	79%	E	29%	26%	9%	1%	0%	37%	56%
Dune Soak Woodland*	673	121	88	73%	R	28%	17%	21%	0%	0%	38%	62%
Escarpment Shrubland/Damp Sands Herb-rich Woodland Mosaic	675	431	431	100%	N/A	100%	100%	0%	0%	0%	100%	0%
Escarpment Shrubland/Grassy Woodland Mosaic	662	65	31	47%	N/A	0%	0%	0%	0%	0%	0%	68%
Floodplain Riparian Woodland*	56	42,632	15,499	36%	V	1%	3%	0%	0%	0%	3%	67%
Floodplain Riparian Woodland/Billabong Wetland Mosaic	690	2,300	808	35%	N/A	0%	0%	0%	0%	0%	0%	99%
Floodplain Riparian Woodland/Plains Grassy Woodland Mosaic	250	2,894	771	27%	N/A	0%	0%	0%	0%	0%	0%	81%
Floodplain Thicket/Seasonally Inundated Shrubby Woodland Mosaic	553	25	25	100%	N/A	100%	0%	100%	0%	0%	100%	0%
Floodplain Thicket/Sedgy Riparian Woodland Mosaic	431	5	5	100%	N/A	100%	100%	0%	0%	0%	100%	0%
Granitic Hills Woodland*	72	6,700	2,558	38%	V	9%	24%	0%	0%	0%	24%	75%
Grassy Dry Forest*	22	130,645	83,263	64%	V	18%	16%	11%	1%	0%	28%	59%
Grassy Dry Forest/Heathy Woodland Mosaic	783	4,175	2,800	67%	N/A	41%	4%	57%	0%	0%	61%	38%
Grassy Dry Forest/Rocky Outcrop Shrubland Mosaic	599	204	140	68%	N/A	21%	31%	0%	0%	0%	31%	69%
Grassy Forest*	128	11,757	5,693	48%	R	1%	1%	0%	0%	0%	2%	95%
Grassy Woodland*	175	259,257	66,061	25%	V	1%	2%	0%	0%	0%	3%	92%
Grassy Woodland/Alluvial Terraces Herb-rich Woodland Mosaic	697	19,520	6,799	35%	N/A	2%	4%	1%	0%	0%	4%	90%
Grassy Woodland/Box Ironbark Forest Mosaic	262	1,703	1,268	74%	N/A	0%	0%	0%	0%	0%	0%	100%
Grassy Woodland/Damp Sands Herb-rich Woodland Mosaic	719	43,897	8,131	19%	N/A	0%	0%	2%	0%	0%	2%	96%
Grassy Woodland/Heathy Dry Forest Mosaic	896	31,961	10,110	32%	N/A	0%	1%	0%	0%	0%	1%	95%
Grassy Woodland/Heathy Woodland Mosaic	802	2,825	1,946	69%	N/A	4%	5%	0%	0%	1%	5%	92%
Grassy Woodland/Hills Herb-rich Woodland Mosaic	752	20,091	5,902	29%	N/A	0%	1%	0%	0%	0%	1%	97%
Grassy Woodland/Valley Grassy Forest Mosaic	251	204	84	41%	N/A	0%	0%	0%	0%	0%	0%	98%
Heathland Thicket/Seasonally Inundated Shrubby Woodland Mosaic	565	11	11	100%	N/A	100%	100%	0%	0%	0%	100%	0%

Heathland Thicket/Sedgy Riparian Woodland Mosaic	601	11	11	100%	N/A	100%	100%	0%	0%	0%	100%	0%
Heathy Dry Forest*	20	150,989	119,194	79%	V	40%	44%	6%	1%	0%	51.1%	36%
Heathy Dry Forest/Damp Sands Herb-rich Woodland Complex	391	22	22	100%	N/A	100%	100%	0%	0%	0%	100%	0%
Heathy Dry Forest/Heathy Woodland Mosaic	393	469	469	100%	N/A	100%	100%	0%	0%	0%	100%	0%
Heathy Dry Forest/Hills Herb-rich Woodland Mosaic	389	12	12	100%	N/A	96%	96%	0%	0%	0%	96%	4%
Heathy Dry Forest/Plains Grassy Woodland Mosaic	765	40	40	99%	N/A	0%	0%	0%	0%	0%	0%	100%
Heathy Dry Forest/Riparian Scrub Mosaic	634	29	29	100%	N/A	92%	92%	0%	0%	0%	92%	0%
Heathy Dry Forest/Sand Heathland Mosaic	771	5	4	82%	N/A	2%	2%	0%	0%	0%	2%	98%
Heathy Dry Forest/Shrubby Woodland Mosaic	392	61	60	99%	N/A	96%	97%	0%	0%	0%	97%	0%
Heathy Dry Forest/Valley Grassy Forest Mosaic	390	434	434	100%	N/A	98%	98%	0%	0%	0%	98%	2%
Heathy Herb-rich Woodland*	179	41,477	26,230	63%	V	25%	24%	16%	0%	0%	40%	41%
Heathy Herb-rich Woodland/Damp Sands Herb-rich Woodland Mosaic	785	5,332	1,074	20%	N/A	9%	41%	4%	0%	0%	45%	55%
Heathy Woodland	48	223,685	194,502	87%	-	56%	46%	19%	0%	0%	64%	21%
Heathy Woodland/Damp Heathland Mosaic	478	25,838	15,597	60%	N/A	43%	18%	54%	0%	0%	72%	26%
Heathy Woodland/Grassy Dry Forest Mosaic	481	1,377	1,377	100%	N/A	100%	100%	0%	0%	0%	100%	0%
Heathy Woodland/Heathy Herb-rich Woodland Mosaic	790	3,800	2,885	76%	N/A	68%	4%	86%	0%	0%	89%	6%
Heathy Woodland/Limestone Woodland Mosaic	737	3,583	3,415	95%	N/A	85%	89%	0%	0%	0%	89%	6%
Heathy Woodland/Plains Grassy Woodland Mosaic	493	1,808	1,377	76%	N/A	36%	21%	26%	0%	0%	47%	45%
Heathy Woodland/Riparian Scrub Mosaic	467	11	11	100%	N/A	100%	100%	0%	0%	0%	100%	0%
Heathy Woodland/Sand Heathland Mosaic	892	8,613	5,774	67%	N/A	42%	50%	13%	0%	0%	63%	37%
Heathy Woodland/Seasonally Inundated Shrubby Woodland Mosaic	756	458	215	47%	N/A	19%	0%	40%	0%	0%	40%	16%
Heathy Woodland/Sedgy Riparian Woodland Mosaic	475	26	22	85%	N/A	43%	51%	0%	0%	0%	51%	36%
Heathy Woodland/Shrubby Woodland Mosaic	471	360	354	98%	N/A	86%	87%	0%	0%	0%	87%	11%
Heathy Woodland/Valley Grassy Forest Mosaic	464	202	199	98%	N/A	95%	97%	0%	0%	0%	97%	1%
Herb-rich Foothill Forest*	23	231,180	95,173	41%	V	9%	11%	9%	1%	0%	21%	57%

Herb-rich Foothill Forest/Grassy Dry Forest Mosaic	381	7	7	100%	N/A	100%	100%	0%	0%	0%	100%	0%
Herb-rich Foothill Forest/Lowland Forest Mosaic	378	14	14	100%	N/A	100%	100%	0%	0%	0%	100%	0%
Herb-rich Foothill Forest/Sedgy Riparian Woodland Mosaic	380	13	13	100%	N/A	100%	100%	0%	0%	0%	100%	0%
Herb-rich Foothill Forest/Shrubby Foothill Forest Mosaic	178	12,963	9,243	71%	N/A	16%	16%	6%	1%	0%	23%	20%
Herb-rich Heathy Forest	278	431	431	100%	V	100%	100%	0%	0%	0%	100%	0%
Hillcrest Herb-rich Woodland*	70	821	728	89%	V	47%	33%	20%	0%	0%	53%	47%
Hills Herb-rich Woodland*	71	36,441	25,867	71%	V	31%	41%	2%	0%	1%	44%	54%
Hills Herb-rich Woodland/Grassy Dry Forest Mosaic	789	55	55	100%	N/A	100%	100%	0%	0%	0%	100%	0%
Hills Herb-rich Woodland/Heathy Woodland Mosaic	727	765	765	100%	N/A	98%	98%	0%	0%	0%	98%	2%
Hills Herb-rich Woodland/Lateritic Woodland Mosaic	761	151	131	87%	N/A	0%	0%	0%	0%	0%	0%	100%
Hills Herb-rich Woodland/Plains Grassy Woodland Mosaic	745	5,878	2,993	51%	N/A	5%	0%	10%	0%	0%	10%	79%
Hills Herb-rich Woodland/Shrubby Woodland Mosaic	773	106	106	100%	N/A	97%	97%	0%	0%	0%	97%	3%
Hills Herb-rich Woodland/Valley Grassy Forest Mosaic	759	150	150	100%	N/A	52%	52%	0%	0%	0%	52%	48%
Lateritic Woodland	704	7,252	6,533	90%	V	62%	28%	41%	0%	0%	69%	24%
Lateritic Woodland/Heathy Dry Forest Mosaic	760	116	107	93%	N/A	1%	1%	0%	0%	0%	1%	99%
Lateritic Woodland/Heathy Woodland Mosaic	764	83	77	93%	N/A	32%	1%	34%	0%	0%	35%	65%
Lignum Swampy Woodland*	823	222	221	99%	V	38%	0%	38%	0%	0%	38%	40%
Limestone Ridge Woodland	664	29	28	98%	V	76%	78%	0%	0%	0%	78%	22%
Limestone Rise Grassland/Limestone Rise Woodland Mosaic	736	98	97	99%	N/A	76%	0%	77%	0%	0%	77%	6%
Limestone Woodland	670	72	72	100%	E	100%	100%	0%	0%	0%	100%	0%
Low Rises Woodland*	66	5,259	2,540	48%	V	16%	32%	0%	0%	0%	32%	52%
Lowland Forest*	16	172,485	98,691	57%	V	27%	45%	1%	0%	0%	46.8%	25%
Lowland Forest/Grassy Dry Forest Mosaic	388	60	60	100%	N/A	97%	97%	0%	0%	0%	97%	3%
Lowland Forest/Heathy Dry Forest Mosaic	382	743	743	100%	N/A	99%	99%	0%	0%	0%	99%	1%
Lowland Forest/Heathy Woodland Mosaic	698	66	66	100%	N/A	100%	100%	0%	0%	0%	100%	0%

Lowland Forest/Riparian Forest Mosaic	385	25	25	100%	N/A	100%	100%	0%	0%	0%	100%	0%
Lowland Forest/Riparian Scrub Mosaic	386	10	10	100%	N/A	100%	100%	0%	0%	0%	100%	0%
Lowland Forest/Shrubby Woodland Mosaic	590	26	26	100%	N/A	100%	100%	0%	0%	0%	100%	0%
Lowland Forest/Valley Grassy Forest Mosaic	383	1,318	1,196	91%	N/A	76%	84%	0%	0%	0%	84%	16%
Lunette Woodland*	652	1,932	672	35%	E	3%	9%	0%	0%	0%	9%	80%
Metamorphic Slopes Shrubby Woodland*	69	79	45	57%	V	0%	0%	0%	0%	0%	0%	100%
Montane Grassy Woodland	37	14	14	100%	V	100%	100%	0%	0%	0%	100%	0%
Montane Grassy Woodland/Rocky Outcrop Shrubland Mosaic	859	9	9	100%	N/A	65%	65%	0%	0%	0%	65%	0%
Montane Rocky Shrubland/Shrubby Foothill Forest Mosaic	336	20	20	100%	N/A	100%	100%	0%	0%	0%	100%	0%
Plains Grassland/Plains Grassy Woodland Mosaic	897	16,102	6,290	39%	N/A	1%	1%	0%	0%	0%	1%	96%
Plains Grassy Woodland*	55	1,124,207	230,188	20%	V	1%	4%	2%	0%	0%	6%	85%
Plains Grassy Woodland/Creekline Grassy Woodland Mosaic	261	489	354	72%	N/A	0%	0%	0%	0%	0%	0%	99%
Plains Grassy Woodland/Plains Swampy Woodland Mosaic	739	5,400	704	13%	N/A	1%	2%	2%	0%	0%	4%	93%
Plains Grassy Woodland/Sand Heathland Mosaic	498	7	7	100%	N/A	9%	0%	0%	9%	0%	9%	15%
Plains Grassy Woodland/Shrubby Woodland Mosaic	730	75	74	99%	N/A	65%	64%	1%	0%	0%	65%	35%
Plains Grassy Woodland/Stony Knoll Shrubland Mosaic	716	54,294	14,094	26%	N/A	1%	1%	0%	0%	2%	2%	98%
Plains Grassy Woodland/Valley Grassy Forest Mosaic	188	180	83	46%	N/A	0%	0%	0%	0%	0%	0%	98%
Plains Riparian Shrubby Woodland*	659	416	391	94%	E	7%	7%	0%	0%	0%	7%	13%
Plains Sedgy Woodland*	283	4,403	3,745	85%	V	37%	15%	28%	1%	0%	44%	43%
Plains Swampy Woodland*	651	17,263	1,267	7%	E	0%	4%	2%	0%	0%	6%	90%
Plains Swampy Woodland/Swamp Scrub Mosaic	776	2,666	285	11%	N/A	1%	2%	4%	0%	0%	6%	83%
Plains Woodland*	803	449,361	77,667	17%	V	1%	2%	1%	0%	0%	4%	93%
Plains Woodland/Damp Sands Herb-rich Woodland Mosaic	787	5,753	3,182	55%	N/A	6%	3%	7%	0%	0%	10%	76%
Plains Woodland/Herb-rich Gilgai Wetland Mosaic	235	453	397	88%	N/A	0%	0%	0%	0%	0%	0%	99%
Plains Woodland/Plains Grassy Wetland Mosaic	660	1,509	1,201	80%	N/A	53%	4%	38%	25%	0%	67%	32%

Riparian Forest*	18	10,282	7,516	73%	V	25%	28%	6%	0%	0%	34%	29%
Riparian Forest/Creekline Grassy Woodland Mosaic	293	157	118	75%	N/A	1%	1%	0%	0%	0%	1%	82%
Riparian Forest/Sedgy Riparian Woodland Mosaic	506	9	9	100%	N/A	100%	100%	0%	0%	0%	100%	0%
Riparian Forest/Swampy Riparian Woodland Mosaic	237	376	221	59%	N/A	0%	0%	0%	0%	0%	0%	89%
Riparian Scrub/Seasonally Inundated Shrubby Woodland Mosaic	512	8	8	100%	N/A	100%	100%	0%	0%	0%	100%	0%
Riparian Scrub/Sedgy Riparian Woodland Mosaic	596	556	426	77%	N/A	67%	88%	0%	0%	0%	88%	0%
Riparian Scrub/Swampy Riparian Forest Mosaic	17	6,780	5,067	75%	N/A	39%	52%	0%	0%	0%	52%	27%
Riparian Shrubland/Grassy Woodland Mosaic	666	2,673	158	6%	N/A	0%	4%	0%	0%	0%	4%	84%
Riparian Shrubland/Swampy Riparian Woodland Mosaic	269	142	110	78%	N/A	0%	0%	0%	0%	0%	0%	67%
Riparian Woodland*	641	24,312	10,290	42%	V	2%	3%	2%	0%	0%	5%	62%
Riparian Woodland/Escarpment Shrubland Mosaic	668	560	231	41%	N/A	0%	1%	0%	0%	0%	1%	71%
Riverine Chenopod Woodland*	103	10,173	2,268	22%	V	1%	6%	0%	0%	0%	6%	70%
Riverine Grassy Woodland/Sedgy Riverine Forest Mosaic	1041	1,110	597	54%	N/A	0%	0%	0%	0%	0%	0%	55%
Rocky Chenopod Woodland*	64	1,751	1,159	66%	R	29%	43%	0%	0%	0%	43%	53%
Rocky Outcrop Shrubland/Heathy Dry Forest Mosaic	357	147	147	100%	N/A	99%	99%	0%	0%	0%	99%	1%
Rocky Outcrop Shrubland/Heathy Woodland Mosaic	358	6	6	100%	N/A	100%	100%	0%	0%	0%	100%	0%
Rocky Outcrop Shrubland/Lowland Forest Mosaic	355	3	3	100%	N/A	100%	100%	0%	0%	0%	100%	0%
Salt Paperbark Woodland*	676	188	181	96%	R	44%	37%	6%	0%	3%	46%	54%
Salt Paperbark Woodland/Samphire Shrubland Mosaic	741	328	316	96%	N/A	82%	84%	1%	0%	0%	85%	15%
Sand Forest*	134	1,553	1,111	72%	V	4%	3%	3%	0%	0%	6%	90%
Sand Heathland/Seasonally Inundated Shrubby Woodland Mosaic	502	34	34	100%	N/A	100%	100%	0%	0%	0%	100%	0%
Sand Ridge Woodland*	264	996	516	52%	V	8%	13%	3%	0%	0%	16%	82%
Sand Ridge Woodland/Damp Sands Herb-rich Woodland Mosaic	729	428	287	67%	N/A	0%	0%	0%	0%	0%	0%	71%
Sandy Stream Woodland*	674	7,325	2,961	40%	V	0%	1%	0%	0%	0%	1%	92%
Scoria Cone Woodland*	894	15,507	2,500	16%	V	1%	6%	0%	0%	0%	6%	82%

Scree-slope Woodland	709	32	32	100%	V	100%	100%	0%	0%	0%	100%	0%
Seasonally Inundated Shrubby Woodland*	195	8,767	6,844	78%	R	35%	35%	10%	0%	0%	45%	51%
Seasonally Inundated Shrubby Woodland/Heathland Thicket Mosaic	529	32	32	100%	N/A	100%	100%	0%	0%	0%	100%	0%
Seasonally Inundated Shrubby Woodland/Plains Sedgy Woodland Mosaic	751	3,485	2,016	58%	N/A	19%	10%	22%	1%	0%	33%	55%
Seasonally Inundated Shrubby Woodland/Sedge Wetland Mosaic	531	11	11	100%	N/A	100%	100%	0%	0%	0%	100%	0%
Sedge-rich Woodland	65	179	179	100%	V	88%	86%	2%	0%	0%	88%	9%
Sedgy Riparian Woodland*	198	12,010	8,166	68%	R	35%	42%	7%	1%	0%	51%	30%
Sedgy Riparian Woodland/Dry Creekline Woodland Mosaic	516	31	31	100%	N/A	98%	98%	0%	0%	0%	98%	2%
Sedgy Riparian Woodland/Riparian Shrubland Mosaic	515	18	18	100%	N/A	100%	100%	0%	0%	0%	100%	0%
Sedgy Swamp Woodland*	707	356	195	55%	V	3%	0%	6%	0%	0%	6%	92%
Semi-arid Woodland*	97	20	5	23%	E	0%	0%	0%	0%	0%	0%	50%
Shallow Freshwater Marsh/Seasonally Inundated Shrubby Woodland Mosaic	521	6	6	100%	N/A	100%	100%	0%	0%	0%	100%	0%
Shallow Sands Woodland*	882	46,053	23,002	50%	V	12%	15%	8%	0%	0%	23%	66%
Shallow Sands Woodland/Heathy Herb-rich Woodland Mosaic	788	69	66	96%	N/A	0%	0%	0%	0%	0%	0%	100%
Shallow Sands Woodland/Heathy Woodland Mosaic	748	958	891	93%	N/A	78%	64%	19%	0%	0%	83%	16%
Shallow Sands Woodland/Plains Sedgy Woodland Mosaic	711	28,087	17,551	62%	N/A	19%	14%	15%	0%	0%	30%	56%
Shrubby Dry Forest	21	11,523	10,463	91%	V	58%	63%	1%	0%	0%	64%	24%
Shrubby Foothill Forest	45	80,939	71,647	89%	-	40%	36%	8%	2%	0%	45%	18%
Shrubby Foothill Forest/Heathy Dry Forest Mosaic	377	108	108	100%	N/A	100%	100%	0%	0%	0%	100%	0%
Shrubby Foothill Forest/Lowland Forest Mosaic	376	416	416	100%	N/A	100%	100%	0%	0%	0%	100%	0%
Shrubby Wet Forest*	201	37,246	32,482	87%	V	44%	50%	0%	0%	0%	50.4%	21%
Shrubby Woodland	282	11,130	9,696	87%	-	55%	62%	1%	0%	0%	63%	33%
Shrubby Woodland/Alluvial Terraces Herb-rich Woodland Mosaic	438	251	250	100%	N/A	87%	87%	0%	0%	0%	87%	12%
Shrubby Woodland/Lateritic Woodland Mosaic	766	15	14	92%	N/A	4%	4%	0%	0%	0%	4%	96%

Shrubby Woodland/Riparian Scrub Mosaic	799	121	98	80%	N/A	65%	81%	0%	0%	0%	81%	1%
Shrubby Woodland/Sand Heathland Mosaic	448	24	24	100%	N/A	100%	100%	0%	0%	0%	100%	0%
Shrubby Woodland/Seasonally Inundated Shrubby Woodland Mosaic	443	33	33	100%	N/A	100%	100%	0%	0%	0%	100%	0%
Shrubby Woodland/Sedgy Riparian Woodland Mosaic	450	104	103	99%	N/A	60%	60%	0%	0%	0%	60%	20%
Spring Soak Woodland*	80	4	2	49%	E	19%	39%	0%	0%	0%	39%	61%
Stony Knoll Shrubland/Basalt Shrubby Woodland Mosaic	744	223	16	7%	N/A	0%	0%	0%	0%	0%	0%	100%
Stony Rises Woodland*	203	76,072	43,713	57%	V	14%	23%	0%	0%	1%	24%	74%
Stony Rises Woodland/Stony Knoll Shrubland Mosaic	792	3,588	3,317	92%	N/A	48%	0%	38%	0%	14%	52%	47%
Swampy Riparian Woodland*	83	11,181	3,001	27%	V	0%	0%	0%	0%	0%	0%	84%
Swampy Riparian Woodland/Spring Soak Woodland Mosaic	272	54	35	65%	N/A	0%	0%	0%	0%	0%	0%	100%
Valley Grassy Forest*	47	66,800	36,652	55%	V	12%	17%	5%	0%	0%	22%	74%
Valley Grassy Forest/Creekline Grassy Woodland Mosaic	890	426	263	62%	N/A	0%	0%	0%	0%	0%	0%	92%
Valley Grassy Forest/Damp Sands Herb-rich Woodland Complex	411	53	53	100%	N/A	98%	98%	0%	0%	0%	98%	2%
Valley Grassy Forest/Grassy Dry Forest Mosaic	265	140	140	100%	N/A	100%	100%	0%	0%	0%	100%	0%
Valley Grassy Forest/Herb-rich Foothill Forest Mosaic	408	9	9	100%	N/A	84%	84%	0%	0%	0%	84%	16%
Valley Grassy Forest/Lateritic Woodland Mosaic	796	38	30	78%	N/A	1%	1%	0%	0%	0%	1%	99%
Valley Grassy Forest/Sedgy Riparian Woodland Mosaic	410	37	37	100%	N/A	98%	98%	0%	0%	0%	98%	2%
Valley Grassy Forest/Shrubby Woodland Mosaic	413	23	23	100%	N/A	95%	95%	0%	0%	0%	95%	5%
Valley Heathy Forest*	127	1,473	1,060	72%	R	1%	1%	0%	0%	0%	1%	98%
Valley Slopes Dry Forest*	177	14	14	100%	R	84%	84%	0%	0%	0%	84%	16%
Warm Temperate Rainforest*	32	38	13	36%	E	36%	100%	0%	0%	0%	100%	0%
Wet Forest	30	47,470	40,329	85%	V	53%	62%	0%	0%	0%	62%	23%
Wet Forest/Damp Forest Mosaic	589	18	18	100%	N/A	100%	100%	0%	0%	0%	100%	0%
Wet Heathland/Heathy Woodland Mosaic	645	6,356	4,665	73%	N/A	64%	86%	1%	0%	0%	87%	12%
Cool Temperate Rainforest niche	31	#N/A	10,827	#N/A	N/A	#N/A	72%	0%	3%	0%	75%	17%

Warm Temperate Rainforest niche	32	#N/A	24	#N/A	N/A	#N/A	100%	0%	0%	0%	100%	0%
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Table 1b Representative conservation (percentage reservation status) of non-Forest EVCs^a in the CAR Reserve System in the West Victoria 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	
Aquatic Herbland*	653	2,513	1,889	75%	R	19%	18%	6%	1%	0%	25%	72%
Aquatic Herbland/Plains Sedgy Wetland Mosaic	691	30,169	16,725	55%	N/A	10%	16%	1%	0%	1%	18%	77%
Brackish Drainage-line Aggregate	643	1,521	683	45%	N/A	2%	3%	0%	0%	0%	3%	96%
Brackish Lake Aggregate	636	3,657	3,615	99%	N/A	6%	6%	0%	0%	0%	6%	8%
Brackish Sedgeland*	13	576	488	85%	R	34%	35%	4%	0%	0%	40%	60%
Brackish Wetland*	656	1,070	654	61%	R	19%	29%	2%	0%	0%	31%	66%
Cane Grass Wetland*	291	1,490	1,382	93%	V	45%	48%	1%	0%	0%	49%	46%
Cane Grass-Lignum Halophytic Herbland*	898	137	109	80%	R	56%	71%	0%	0%	0%	71%	29%
Clay Heathland	7	32	32	99%	V	98%	99%	0%	0%	0%	99%	1%
Claypan Ephemeral Wetland	284	3	3	100%	R	100%	100%	0%	0%	0%	100%	0%
Coast Gully Thicket	181	345	217	63%	V	46%	72%	0%	0%	0%	72%	23%
Coastal Alkaline Scrub	858	18,234	10,762	59%	V	40%	67%	2%	0%	0%	69%	29%
Coastal Dune Scrub	160	4,849	4,006	83%	V	52%	63%	0%	0%	0%	63%	28%
Coastal Dune Scrub/Coastal Dune Grassland Mosaic	1	2,705	2,001	74%	N/A	49%	67%	0%	0%	0%	67%	13%
Coastal Headland Scrub	161	5,457	4,154	76%	-	54%	70%	0%	0%	0%	71%	26%
Coastal Landfill/Sand Accretion	797	77	33	42%	R	33%	78%	0%	0%	0%	78%	16%
Coastal Mallee Scrub*	665	597	332	56%	R	36%	60%	0%	0%	5%	65%	35%

Coastal Saltmarsh*	9	1,519	488	32%	V	9%	27%	0%	0%	0%	27%	31%
Coastal Saltmarsh/Mangrove Shrubland Mosaic	302	5,064	3,948	78%	N/A	46%	59%	0%	0%	0%	59%	33%
Coastal Sand Heathland	5	33	32	97%	R	97%	100%	0%	0%	0%	100%	0%
Coastal Tussock Grassland	163	728	615	84%	V	65%	77%	0%	0%	0%	77%	14%
Coastal Tussock Grassland /Coastal Headland scrub mosaic	162	1,453	1,033	71%	N/A	46%	65%	0%	0%	0%	65%	35%
Damp Heath Scrub	165	17,775	3,911	22%	V	14%	63%	0%	0%	0%	63%	36%
Damp Heathland*	710	7,646	5,794	76%	R	47%	35%	27%	1%	0%	63%	12%
Damp Heathland/Riparian Scrub Mosaic	595	28	28	100%	N/A	100%	100%	0%	0%	0%	100%	0%
Damp Heathland/Sand Heathland Mosaic	762	937	897	96%	N/A	71%	43%	30%	1%	0%	74%	6%
Damp Heathland/Wet Heathland Mosaic	625	10	10	100%	N/A	100%	100%	0%	0%	0%	100%	0%
Deep Freshwater Marsh	681	6,644	3,660	55%	-	24%	42%	1%	0%	0%	43%	43%
Escarpment Shrubland*	895	3,886	1,890	49%	V	1%	1%	0%	0%	1%	2%	90%
Estuarine Wetland*	10	1,334	1,082	81%	V	17%	21%	0%	0%	0%	21%	62%
Floodplain Reedbed*	863	112	112	100%	R	78%	78%	0%	0%	0%	78%	22%
Floodplain Thicket*	280	3,191	2,924	92%	R	81%	77%	11%	0%	0%	88%	1%
Floodplain Thicket/Damp Heathland mosaic	434	22	22	100%	N/A	80%	0%	80%	0%	0%	80%	0%
Floodplain Thicket/Riparian Scrub Complex	430	54	54	100%	N/A	100%	100%	0%	0%	0%	100%	0%
Floodplain Thicket/Wet Heathland Mosaic	585	44	44	100%	N/A	100%	100%	0%	0%	0%	100%	0%
Freshwater Lake Aggregate	718	375	343	92%	N/A	40%	44%	0%	0%	0%	44%	56%
Freshwater Lignum Shrubland*	657	830	793	95%	R	14%	12%	1%	3%	0%	15%	84%
Freshwater Meadow*	680	1,706	989	58%	R	5%	5%	4%	0%	0%	9%	87%
Heathland Thicket	279	667	667	100%	V	98%	92%	6%	0%	0%	98%	1%
Heathland Thicket/Sand Heathland Mosaic	426	14	14	100%	N/A	100%	100%	0%	0%	0%	100%	0%
Heathland Thicket/Wet Heathland Mosaic	427	10	10	100%	N/A	100%	100%	0%	0%	0%	100%	0%
Inland Saltmarsh*	677	352	320	91%	R	62%	68%	0%	0%	0%	68%	32%
Lignum Swamp*	104	399	210	53%	R	0%	0%	0%	0%	0%	0%	96%

Lignum-Cane Grass Swamp*	655	539	462	86%	R	23%	27%	0%	0%	0%	27%	73%
Limestone Pomaderris Shrubland	133	4	4	100%	V	100%	100%	0%	0%	0%	100%	0%
Mangrove Shrubland*	140	93	87	93%	V	51%	54%	0%	0%	0%	54%	42%
Mangrove Shrubland/Estuarine Flats Grassland Mosaic	903	61	46	76%	N/A	56%	73%	0%	0%	0%	73%	0%
Montane Rocky Shrubland	192	1,873	1,873	100%	V	100%	100%	0%	0%	0%	100%	0%
Montane Wet Heathland	184	54	54	100%	V	100%	100%	0%	0%	0%	100%	0%
Permanent Open Freshwater	682	671	655	98%	N/A	80%	82%	0%	0%	0%	82%	18%
Permanent Saline	684	979	965	99%	N/A	41%	42%	0%	0%	0%	42%	8%
Plains Brackish Sedge Wetland	891	29	29	99%	V	77%	78%	0%	0%	0%	78%	22%
Plains Freshwater Sedge Wetland	899	91	88	97%	V	93%	97%	0%	0%	0%	97%	3%
Plains Grassland*	132	861,000	114,021	13%	V	0%	2%	0%	0%	1%	4%	94%
Plains Grassland/Stony Knoll Shrubland Mosaic	715	6	3	41%	N/A	11%	28%	0%	0%	0%	28%	72%
Plains Grassy Wetland*	125	43,755	18,067	41%	V	0%	0%	0%	0%	1%	1%	98%
Plains Grassy Wetland/Red Gum Wetland Mosaic	832	102	98	95%	N/A	3%	3%	0%	0%	0%	3%	96%
Plains Savannah*	826	1,944	116	6%	E	0%	0%	0%	0%	0%	0%	88%
Plains Sedgy Wetland*	647	33,664	18,661	55%	V	1%	1%	0%	0%	0%	2%	93%
Red Gum Swamp*	292	32,755	22,706	69%	V	5%	5%	1%	1%	0%	7%	87%
Red Gum Wetland/Aquatic Herbland Mosaic	886	1,280	1,216	95%	N/A	27%	26%	2%	0%	0%	28%	68%
Red Gum Wetland/Shallow Freshwater Marsh Mosaic	458	30	28	94%	N/A	23%	25%	0%	0%	0%	25%	31%
Reed Swamp*	300	682	670	98%	R	83%	84%	0%	0%	0%	84%	7%
Riparian Scrub*	191	6,712	5,424	81%	R	57%	52%	18%	0%	0%	71%	26%
Riparian Scrub/Heathland Thicket Mosaic	509	85	85	100%	N/A	100%	100%	0%	0%	0%	100%	0%
Riparian Shrubland*	19	196	189	96%	R	45%	41%	6%	0%	0%	47%	32%
Rocky Outcrop Herbland	193	10,029	10,027	100%	V	99%	99%	0%	0%	0%	99%	0%
Rocky Outcrop Shrubland	28	14,155	14,109	100%	V	95%	90%	6%	0%	0%	96%	1%
Rocky Outcrop Shrubland/Rocky Outcrop Herbland Mosaic	73	10,038	9,474	94%	N/A	84%	82%	7%	0%	0%	89%	9%

Saline Lake Aggregate	717	2,691	2,562	95%	N/A	21%	22%	0%	0%	0%	22%	69%
Sand Heathland	6	15,453	15,043	97%	-	90%	83%	9%	0%	0%	92%	6%
Sandstone Ridge Shrubland*	93	1,442	651	45%	R	15%	34%	0%	0%	0%	34%	66%
Seasonally Inundated Sub-saline Herbland	196	58	58	100%	R	100%	100%	0%	0%	0%	100%	0%
Sedge Wetland*	136	4,471	3,424	77%	R	44%	23%	31%	3%	0%	57%	39%
Semi-Permanent Saline	683	1,147	1,113	97%	N/A	69%	68%	2%	0%	1%	71%	29%
Shallow Freshwater Marsh	200	5,139	3,317	65%	-	19%	22%	3%	0%	4%	30%	64%
Shallow Freshwater Marsh/Floodplain Thicket Mosaic	519	124	96	78%	N/A	35%	44%	0%	0%	0%	44%	0%
Spray-zone Coastal Shrubland	876	96	92	96%	R	96%	100%	0%	0%	0%	100%	0%
Stony Knoll Shrubland*	649	175	3	2%	E	0%	0%	0%	0%	0%	0%	100%
Stream Bank Shrubland	851	6,595	4,647	70%	-	14%	18%	2%	0%	0%	20%	60%
Swamp Scrub*	53	53,679	11,264	21%	V	4%	13%	3%	0%	0%	17%	71%
Swamp Scrub/Aquatic Herbland Mosaic	720	2,437	1,190	49%	N/A	15%	29%	0%	0%	2%	30%	66%
Swamp Scrub/Plains Sedgy Wetland Mosaic	733	8,985	1,276	14%	N/A	0%	2%	0%	0%	1%	3%	87%
Swampy Riparian Complex	126	518	54	10%	N/A	0%	0%	0%	0%	0%	0%	100%
Water Body - Fresh	992	14,189	12,908	91%	N/A	21%	23%	0%	0%	0%	24%	17%
Water body - salt	991	52,051	50,427	97%	N/A	15%	16%	0%	0%	0%	16%	13%
Water Body - to be determined	983	186	179	96%	N/A	4%	4%	0%	0%	0%	4%	41%
Wet Heathland*	8	11,725	8,192	70%	R	58%	75%	8%	0%	0%	83%	12%
Wet heathland/Riparian scrub mosaic	768	74	68	92%	N/A	78%	85%	0%	0%	0%	85%	15%
Wet Sands Thicket*	233	1,292	1,259	97%	R	71%	73%	0%	0%	0%	73%	6%
Wetland Formation*	74	870	524	60%	R	29%	48%	0%	0%	0%	48%	31%

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 West 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 West Victoria RFA Region^a as at 2000.

EVC No	Ecological Vegetation Classes	EVC typology changes as at 2019 ^b	Area of EVC (as at 2000) (ha)	% EVC as Old Growth (as at 2000)	Area of Old Growth (as at 2000) (ha)	CAR Reserve System (as at 2000)				SMZ (as at 2000) (ha)	GMZ (as at 2000) (ha)	Other Public Land (as at 2000) (ha)	Private Land (as at 2000) (ha)
						Total (ha)	%	Formal Reserves (ha)	Informal Reserves (SPZ) (ha)				
*3	Damp Sands Herb-rich Woodland		43 042	3	1 475	1 293	88	1 087	206	74	52	56	
*16	Lowland Forest		86 608	5	4 239	3 988	94	3 597	391	10	237	3	
*18	Riparian Forest		4 775	2	88	88	100	79	9				
20	Heathy Dry Forest		95 826	15	14 593	14 198	97	12 483	1 715	38	118	233	6
*21	Shrubby Dry Forest		8 738	6	520	510	98	510				9	1
*22	Grassy Dry Forest		46 744	5	2 107	2 015	96	1 515	500	6	18	68	
*23	Herb-rich Foothill Forest		65 008	0	127	126	99	118	8		1		
*29	Damp Forest		2 130	1	29	29	100	29					
*30	Wet Forest		40 653	6	2 631	2 494	95	1 843	651	9	128		
*45	Shrubby Foothill Forest		68 082	2	1 298	1 287	99	1 125	162	5	5		
*47	Valley Grassy Forest		15 638	9	1 406	1 396	99	1 387	10			9	
48	Heathy Woodland		179 030	39	70 294	60 117	86	37 447	22 669	2 034	7 738	309	98
*55	Plains Grassy Woodland		36 104	0	156	125	80	55	69		30	2	
*61	Box Ironbark Forest		8 427	1	101	96	95	42	54		5		
64	Rocky Chenopod Woodland		666	20	135	134	99	134					1
*67	Alluvial Terraces Herb-rich Woodland		3 804	3	108	108	100	103	5				
71	Hills Herb-rich Woodland		17 028	15	2 564	2 521	98	2 494	27		3	39	
*134	Sand Forest	X	374	4	13	13	100		13				
*164	Creekline Herb-rich Woodland		2 097	1	16	15	89	12	3			2	
174	Grassy Dry Forest/Rocky Outcrop Shrubland/Herbland Mosaic		31	25	8	8	100	8					

EVC No	Ecological Vegetation Classes	EVC typology changes as at 2019 ^b	Area of EVC (as at 2000) (ha)	% EVC as Old Growth (as at 2000)	Area of Old Growth (as at 2000) (ha)	CAR Reserve System (as at 2000)				SMZ (as at 2000) (ha)	GMZ (as at 2000) (ha)	Other Public Land (as at 2000) (ha)	Private Land (as at 2000) (ha)
						Total (ha)	%	Formal Reserves (ha)	Informal Reserves (SPZ) (ha)				
*175	Grassy Woodland		5 963	0	14	14	100	14	1				
*178	Herb-rich Foothill Forest/Shrubby Foothill Forest Complex		7 996	0	8	1	17		1		7		
179	Herb-rich Heathy Woodland	X	21 788	13	2 883	1 847	64	1 120	727	161	803	72	
*195	Seasonally Inundated Shrubby Woodland		4 424	5	206	202	98	173	29			3	
198	Sedgy Riparian Woodland		6 151	17	1 038	1 002	97	946	56			36	
*201	Shrubby Wet Forest		31 812	2	656	533	81	109	424	10	114		
278	Herb-rich Heathy Forest		430	94	403	402	100	402				1	
282	Shrubby Woodland		7 906	31	2 461	2 443	99	2 433	10		9	9	1
*283	Plains Sedgy Woodland		2 277	3	68	68	100	36	33				
285	Dry Creekline Woodland		352	23	83	65	79	26	39		17		
336	Grampian Ranges Mosaics (includes EVCs 336-350, 352-381, 384-400, 402-471, 475-480, 484-634)	X	8 336	24	1 976	1 925	97	1 876	49		2	49	
*351	Rocky Outcrop Shrubland/Herbland Mosaic/Grassy Dry Forest Complex	X	1 603	3	44	44	99	44				1	
382	Lowland Forest/Heathy Dry Forest Complex		743	41	306	306	100	306					
383	Lowland Forest/Valley Grassy Forest Complex		1 150	13	144	144	100	144					
*401	Hills Herb-rich Woodland/Heathy Woodland Complex	X	737	4	28	28	100	28					
481	Heathy Woodland/Heathy Dry Forest Complex	X	1 294	19	252	252	100	252					

EVC No	Ecological Vegetation Classes	EVC typology changes as at 2019 ^b	Area of EVC (as at 2000) (ha)	% EVC as Old Growth (as at 2000)	Area of Old Growth (as at 2000) (ha)	CAR Reserve System (as at 2000)				SMZ (as at 2000) (ha)	GMZ (as at 2000) (ha)	Other Public Land (as at 2000) (ha)	Private Land (as at 2000) (ha)
						Total (ha)	%	Formal Reserves (ha)	Informal Reserves (SPZ) (ha)				
645	Wet Heathland / Heathy Woodland Mosaic		4 486	21	945	945	100	934	12				
650	Heathy Woodland / Damp Heathy Woodland / Damp Heathland Mosaic	X	12 835	38	4 933	4 916	100	607	4 309			9	8
*704	Lateritic Woodland		1 422	4	56	56	100	47	10				
*711	Shallow Sands Woodland / Plains Sedgy Woodland Mosaic		1 878	2	46	46	100	46					
*713	Damp Sands Herb-rich Woodland / Damp Heathland / Damp Heathy Woodland Mosaic		2 929	0	15	15	100		15				
*725	Damp Sands Herb-rich Woodland / Riparian Woodland / Swamp Scrub Mosaic	X	195	5	11	11	100	11					
726	Rocky Outcrop Shrubland/Herbland Mosaic / Heathy Woodland Mosaic	X	401	32	130	130	100	130					
*734	Damp Heathland / Damp Heathy Woodland / Wet Heathland Mosaic	X	634	4	25	25	100		25				
*737	Heathy Woodland / Limestone Woodland Mosaic		3 210	3	89	85	96	85			4		
740	Damp Sands Herb-rich Woodland / Heathy Woodland / Sand Heathland Mosaic	X	969	39	382	382	100	382					
*746	Damp Heathland / Damp Heathy Woodland Mosaic		4 008	9	349	340	97	105	235		9		
*748	Shallow Sands Woodland / Heathy Woodland Mosaic		788	2	15	15	100	13	2				

EVC No	Ecological Vegetation Classes	EVC typology changes as at 2019 ^b	Area of EVC (as at 2000) (ha)	% EVC as Old Growth (as at 2000)	Area of Old Growth (as at 2000) (ha)	CAR Reserve System (as at 2000)				SMZ (as at 2000) (ha)	GMZ (as at 2000) (ha)	Other Public Land (as at 2000) (ha)	Private Land (as at 2000) (ha)
						Total (ha)	%	Formal Reserves (ha)	Informal Reserves (SPZ) (ha)				
*749	Shallow Sands Woodland / Plains Sedgy Woodland / Seasonally Inundated Shrubby Woodland Mosaic	X	905	3	25	25	100	25					
*750	Shallow Sands Woodland / Plains Sedgy Woodland / Seasonally Inundated Shrubby Woodland Mosaic / Damp Sands Herb-rich Woodland Mosaic	X	5 692	2	98	76	78	8	68	13	9		
751	Seasonally Inundated Shrubby Woodland / Plains Sedgy Woodland Mosaic		1 251	25	308	194	63	80	115	14	100		
753	Rocky Outcrop Shrubland/Herbland / Broombush Mallee Mosaic	X	168	31	52	52	100	52					
756	Heathy Woodland / Seasonally Inundated Shrubby Woodland Mosaic		178	27	48	47	98		47	1			
757	Damp Sands Herb-rich Woodland / Seasonally Inundated Shrubby Woodland Mosaic		340	21	73	73	100	73					
*780	Plains Sedgy Woodland / Shallow Sands Woodland / Heathy Woodland Mosaic	X	365	7	25	25	100		25				
783	Grassy Dry Forest / Heathy Woodland Complex	X	191	11	21	21	100	21					
*785	Heathy Herb-rich Woodland / Damp Sands Herb-rich Woodland Mosaic		716	9	68	68	100	68					
786	Heathy Woodland / Heathy Herb-rich Woodland / Damp Heathy Woodland Mosaic	X	2 622	10	266	266	100		266				

EVC No	Ecological Vegetation Classes	EVC typology changes as at 2019 ^b	Area of EVC (as at 2000) (ha)	% EVC as Old Growth (as at 2000)	Area of Old Growth (as at 2000) (ha)	CAR Reserve System (as at 2000)				SMZ (as at 2000) (ha)	GMZ (as at 2000) (ha)	Other Public Land (as at 2000) (ha)	Private Land (as at 2000) (ha)
						Total (ha)	%	Formal Reserves (ha)	Informal Reserves (SPZ) (ha)				
*793	Damp Heathy Woodland		833	8	67	65	98	2	63		2		
*803	Plains Woodland		4 349	0	13	12	90	7	5			1	
881	Damp Sands Herb-rich Woodland / Heathy Woodland Mosaic		4 816	21	1 034	1 031	100	1 031			3		
*882	Shallow Sands Woodland		8 569	2	155	125	81	79	46	21	9		
892	Heathy Woodland/Sand Heath Mosaic		4 642	33	1 514	1 512	100	1 218	294				3
Total			897 159		123 242	110 396		76 998	33 398	2 396	9 423	911	116

* 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.

- The figures shown in this table are based on modelled information mapped at a scale of 1:100,000 derived during the old growth analysis of vegetation types in the West, and are therefore only approximate.
- 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 West Victoria region, and are therefore only approximate. For the Old Growth analysis in the West Victoria 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. Special Management Zone is abbreviated to SMZ and General Management Zone to GMZ.
- 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 West Victoria 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
Alluvial Terraces Herb-rich Woodland	12,179	1%	104	97%	3%	0%	0%	100%
Alluvial Terraces Herb-rich Woodland/Sedge Wetland Mosaic	30	9%	3	100%	0%	0%	0%	100%
Box Ironbark Forest	20,710	0%	101	95%	0%	0%	0%	95%
Brackish Sedgeland	488	1%	3	100%	0%	0%	0%	100%
Coast Gully Thicket	217	10%	21	74%	0%	0%	0%	74%
Coastal Headland Scrub	4,154	0%	12	98%	0%	0%	0%	98%
Cool Temperate Rainforest	3,978	9%	377	99%	0%	1%	0%	100%
Cool Temperate Rainforest - former niche	3,978	25%	1,001	96%	0%	1%	0%	97%
Creekline Herb-rich Woodland	5,050	0%	3	41%	59%	0%	0%	100%
Damp Forest	2,434	1%	23	96%	0%	0%	0%	96%
Damp Forest/Herb-rich Foothill Forest Mosaic	171	7%	13	100%	0%	0%	0%	100%
Damp Forest/Lowland Forest Mosaic	31	10%	3	100%	0%	0%	0%	100%
Damp Forest/Riparian Scrub Mosaic	11	100%	11	100%	0%	0%	0%	100%
Damp Heath Scrub	3,911	5%	200	92%	0%	0%	0%	92%
Damp Heathland	5,794	9%	511	30%	44%	0%	0%	75%
Damp Heathland/Damp Heathy Woodland Mosaic	15,515	2%	360	29%	67%	0%	0%	96%
Damp Heathland/Sand Heathland Mosaic	897	1%	10	0%	42%	0%	0%	42%
Damp Heathy Woodland	1,178	5%	63	3%	92%	0%	0%	95%
Damp Sands Herb-rich Woodland	70,250	2%	1,295	71%	16%	0%	0%	86%
Damp Sands Herb-rich Woodland/Heathy Woodland Mosaic	6,200	18%	1,131	100%	0%	0%	0%	100%
Damp Sands Herb-rich Woodland/Herb-rich Foothill Forest Mosaic	641	1%	8	45%	54%	0%	0%	99%
Damp Sands Herb-rich Woodland/Plains Grassy Woodland Mosaic	20,346	0%	3	0%	74%	0%	0%	74%
Damp Sands Herb-rich Woodland/Riparian Woodland Mosaic	416	3%	14	100%	0%	0%	0%	100%
Damp Sands Herb-rich Woodland/Seasonally Inundated Shrubby Woodland Mosaic	495	15%	73	98%	0%	0%	0%	98%
Damp Sands Herb-rich Woodland/Sedgy Riparian Woodland Mosaic	176	21%	37	95%	0%	0%	0%	95%
Damp Sands Herb-rich Woodland/Shallow Sands Woodland Mosaic	1,044	0%	3	21%	78%	0%	0%	98%
Damp Sands Herb-rich Woodland/Shrubby Woodland Mosaic	1,542	6%	96	93%	0%	0%	0%	93%

Dry Creekline Woodland	522	8%	41	49%	48%	0%	0%	97%
Escarpment Shrubland/Damp Sands Herb-rich Woodland Mosaic	431	1%	3	100%	0%	0%	0%	100%
Floodplain Thicket	2,924	0%	14	74%	15%	0%	0%	90%
Grassy Dry Forest	83,263	2%	1,502	74%	24%	0%	0%	97%
Grassy Dry Forest/Heathy Woodland Mosaic	2,800	1%	22	100%	0%	0%	0%	100%
Grassy Dry Forest/Rocky Outcrop Shrubland Mosaic	140	13%	18	100%	0%	0%	0%	100%
Grassy Woodland	66,061	0%	15	99%	0%	0%	0%	99%
Heathland Thicket	667	2%	15	87%	13%	0%	0%	100%
Heathy Dry Forest	119,194	8%	9,193	81%	17%	0%	0%	98%
Heathy Dry Forest/Damp Sands Herb-rich Woodland Complex	22	15%	3	100%	0%	0%	0%	100%
Heathy Dry Forest/Heathy Woodland Mosaic	469	14%	65	100%	0%	0%	0%	100%
Heathy Dry Forest/Riparian Scrub Mosaic	29	48%	14	98%	0%	0%	0%	98%
Heathy Dry Forest/Shrubby Woodland Mosaic	60	13%	8	100%	0%	0%	0%	100%
Heathy Dry Forest/Valley Grassy Forest Mosaic	434	22%	95	96%	0%	0%	0%	96%
Heathy Herb-rich Woodland	26,230	11%	2,898	39%	27%	0%	0%	66%
Heathy Herb-rich Woodland/Damp Sands Herb-rich Woodland Mosaic	1,074	6%	68	99%	1%	0%	0%	100%
Heathy Woodland	194,502	31%	60,992	52%	30%	0%	0%	82%
Heathy Woodland/Damp Heathland Mosaic	15,597	31%	4,793	13%	85%	0%	0%	98%
Heathy Woodland/Grassy Dry Forest Mosaic	1,377	13%	173	100%	0%	0%	0%	100%
Heathy Woodland/Heathy Herb-rich Woodland Mosaic	2,885	9%	267	0%	100%	0%	0%	100%
Heathy Woodland/Limestone Woodland Mosaic	3,415	3%	94	95%	0%	0%	0%	95%
Heathy Woodland/Plains Grassy Woodland Mosaic	1,377	4%	56	16%	84%	0%	0%	100%
Heathy Woodland/Sand Heathland Mosaic	5,774	27%	1,547	80%	19%	0%	0%	99%
Heathy Woodland/Seasonally Inundated Shrubby Woodland Mosaic	215	23%	48	0%	98%	0%	0%	98%
Heathy Woodland/Sedgy Riparian Woodland Mosaic	22	37%	8	99%	0%	0%	0%	99%
Heathy Woodland/Shrubby Woodland Mosaic	354	24%	84	100%	0%	0%	0%	100%
Heathy Woodland/Valley Grassy Forest Mosaic	199	41%	82	97%	0%	0%	0%	97%
Herb-rich Foothill Forest	95,173	0%	95	91%	5%	0%	0%	96%
Herb-rich Foothill Forest/Grassy Dry Forest Mosaic	7	43%	3	100%	0%	0%	0%	100%
Herb-rich Foothill Forest/Shrubby Foothill Forest Mosaic	9,243	0%	8	0%	0%	0%	0%	0%
Herb-rich Heathy Forest	431	47%	201	100%	0%	0%	0%	100%
Hills Herb-rich Woodland	25,867	6%	1,546	99%	0%	0%	0%	99%
Hills Herb-rich Woodland/Heathy Woodland Mosaic	765	4%	32	99%	0%	0%	0%	99%
Hills Herb-rich Woodland/Shrubby Woodland Mosaic	106	6%	6	100%	0%	0%	0%	100%
Lateritic Woodland	6,533	17%	1,082	59%	33%	0%	0%	92%
Lowland Forest	98,691	3%	3,063	90%	2%	0%	0%	92%

Lowland Forest/Grassy Dry Forest Mosaic	60	71%	42	96%	0%	0%	0%	96%
Lowland Forest/Heathy Dry Forest Mosaic	743	29%	216	98%	0%	0%	0%	98%
Lowland Forest/Riparian Forest Mosaic	25	48%	12	100%	0%	0%	0%	100%
Lowland Forest/Riparian Scrub Mosaic	10	54%	5	100%	0%	0%	0%	100%
Lowland Forest/Valley Grassy Forest Mosaic	1,196	7%	85	98%	0%	0%	0%	98%
Montane Rocky Shrubland	1,873	0%	6	100%	0%	0%	0%	100%
Plains Grassy Woodland	230,188	0%	122	40%	37%	0%	0%	77%
Plains Sedgy Woodland	3,745	2%	71	51%	46%	0%	0%	98%
Plains Woodland	77,667	0%	18	49%	31%	0%	0%	80%
Plains Woodland/Damp Sands Herb-rich Woodland Mosaic	3,182	0%	4	100%	0%	0%	0%	100%
Red Gum Swamp	22,706	0%	4	61%	0%	0%	0%	61%
Red Gum Wetland/Aquatic Herbland Mosaic	1,216	0%	3	76%	21%	0%	0%	98%
Riparian Forest	7,516	1%	77	93%	0%	0%	0%	93%
Riparian Scrub	5,424	12%	637	61%	38%	0%	0%	99%
Riparian Scrub/Sedgy Riparian Woodland Mosaic	426	28%	118	96%	0%	0%	0%	96%
Riparian Scrub/Swampy Riparian Forest Mosaic	5,067	5%	252	63%	0%	0%	0%	63%
Riparian Shrubland	189	10%	18	97%	0%	0%	0%	97%
Rocky Chenopod Woodland	1,159	12%	136	98%	0%	0%	0%	98%
Rocky Outcrop Herbland	10,027	6%	632	99%	0%	0%	0%	100%
Rocky Outcrop Shrubland	14,109	3%	476	91%	7%	0%	0%	98%
Rocky Outcrop Shrubland/Heathy Dry Forest Mosaic	147	4%	6	100%	0%	0%	0%	100%
Rocky Outcrop Shrubland/Heathy Woodland Mosaic	6	95%	6	100%	0%	0%	0%	100%
Rocky Outcrop Shrubland/Rocky Outcrop Herbland Mosaic	9,474	7%	684	100%	0%	0%	0%	100%
Sand Heathland	15,043	3%	417	81%	17%	0%	0%	98%
Sandstone Ridge Shrubland	651	1%	4	100%	0%	0%	0%	100%
Seasonally Inundated Shrubby Woodland	6,844	3%	189	86%	13%	0%	0%	99%
Seasonally Inundated Shrubby Woodland/Plains Sedgy Woodland Mosaic	2,016	15%	299	27%	34%	0%	0%	61%
Seasonally Inundated Shrubby Woodland/Sedge Wetland Mosaic	11	34%	4	100%	0%	0%	0%	100%
Sedge Wetland	3,424	2%	84	33%	64%	0%	0%	97%
Sedgy Riparian Woodland	8,166	8%	690	97%	2%	0%	0%	99%
Shallow Freshwater Marsh	3,317	0%	14	88%	7%	0%	0%	95%
Shallow Sands Woodland	23,002	1%	179	42%	27%	0%	0%	70%
Shallow Sands Woodland/Heathy Woodland Mosaic	891	2%	15	88%	12%	0%	0%	100%
Shallow Sands Woodland/Plains Sedgy Woodland Mosaic	17,551	1%	199	40%	47%	0%	0%	87%
Shrubby Dry Forest	10,463	4%	396	100%	0%	0%	0%	100%
Shrubby Foothill Forest	71,647	2%	1,216	93%	3%	0%	0%	96%
Shrubby Foothill Forest/Lowland Forest Mosaic	416	3%	12	100%	0%	0%	0%	100%

Shrubby Wet Forest	32,482	2%	634	84%	0%	0%	0%	84%
Shrubby Woodland	9,696	13%	1,301	99%	1%	0%	0%	100%
Shrubby Woodland/Alluvial Terraces Herb-rich Woodland Mosaic	250	25%	63	100%	0%	0%	0%	100%
Shrubby Woodland/Riparian Scrub Mosaic	98	4%	4	32%	0%	0%	0%	32%
Shrubby Woodland/Sedgy Riparian Woodland Mosaic	103	5%	6	97%	0%	0%	0%	97%
Stream Bank Shrubland	4,647	0%	22	95%	1%	0%	0%	96%
Swamp Scrub	11,264	0%	16	16%	83%	0%	0%	99%
Valley Grassy Forest	36,652	2%	815	96%	1%	0%	0%	98%
Valley Grassy Forest/Grassy Dry Forest Mosaic	140	39%	54	100%	0%	0%	0%	100%
Valley Grassy Forest/Herb-rich Foothill Forest Mosaic	9	93%	8	83%	0%	0%	0%	83%
Valley Grassy Forest/Shrubby Woodland Mosaic	23	15%	3	99%	0%	0%	0%	99%
Warm Temperate Rainforest - former niche	13	26%	3	100%	0%	0%	0%	100%
Wet Forest	40,329	5%	2,080	96%	0%	0%	0%	96%
Wet Heathland	8,192	2%	138	78%	9%	0%	0%	88%
Wet Heathland/Heathy Woodland Mosaic	4,665	20%	953	100%	0%	0%	0%	100%
Wet Sands Thicket	1,259	14%	172	66%	0%	0%	0%	66%
Alluvial Terraces Herb-rich Woodland	12,179	1%	104	97%	3%	0%	0%	100%

- 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.
- Informal Reserve includes broad areas and linear elements of SPZ greater than 100 metres and other informal reserves.
- This comprises those elements of GMZ and SMZ protected by prescriptions.
- Private Land covenants includes areas protected under conservation covenants under the *Victorian Conservation Trust Act 1972* (Vic) and Land Management Cooperative Agreements under the *Conservation Forests and Lands Act 1987* (Vic).

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 the West Victoria RFA Region that largely occur on Private Land. Such EVCs are denoted by an asterisk (*) in Table 2 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 these conservation covenants and Land Management Cooperative Agreements in the West Victoria 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 West Victoria 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 West Victoria RFA for nomination and developing Action Statements and Recovery Plans for fauna and flora, and the status of progress made as at December 2019, are outlined in Tables 1 and 2. Species which were identified as priorities in the East Gippsland, Central Highlands and North East RFA Regions and which also occurred within the West Victoria 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 Independent 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 for nomination as at 2000 under the *Flora and Fauna Guarantee Act 1988* (Vic) (showing December 2019 status).

Scientific name	Common Name	Nomination Status (December 2019)
<i>Bertya findlayi</i>	Mountain Bertya	Not yet nominated
<i>Caladenia tensa</i>	Rigid Spider-orchid	Not yet nominated
<i>Diuris behrii</i>	Golden Cowslips	Not yet nominated
<i>Thelymitra mackibbinii</i>	Brilliant Sun-orchid	Nominated February 2001; Listed
<i>Grevillea williamsonii</i>	Mt. William Grevillea	Nominated November 2002; Not Listed
<i>Aprasia striolata</i>	Striped Worm-lizard	Nominated July 2000; Listed
<i>Galaxias rostratus</i>	Flat-headed Galaxias	Nominated July 1994; Not Listed
<i>Plectrotarsus gravenhorstii</i>	caddisfly	Not yet nominated
<i>Taskiria otwayensis</i>	caddisfly	Nominated June 2001; Listed
<i>Boekella nyoraensis</i>	calanoid copepod	Not yet nominated

Table 2. 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 fulva</i>	Tawny Spider-orchid	Action Statement Recovery Plan	Action Statement approved 2002 Recovery Plan approved 18 August 2004
<i>Caladenia hastata</i>	Mellblom's Spider-orchid	Action Statement Recovery Plan	Action Statement "Twelve-threatened Spider-orchids Caladenia species" approved 2000 Recovery Plan approved 9 March 2001
<i>Caladenia tensa</i>	Rigid Spider-orchid	Recovery Plan	Recovery Plan approved 9 March 2001
<i>Caladenia xanthochila</i>	Yellow-lip Spider-orchid	Action Statement Recovery Plan	Action Statement "Twelve-threatened Spider-orchids Caladenia species" approved 2000

			Recovery Plan approved 9 March 2001
<i>Caladenia formosa</i>	Elegant Spider-orchid	Action Statement Recovery Plan	Action Statement "Twelve-threatened Spider-orchids <i>Caladenia</i> species" approved 2000 Recovery Plan approved 9 March 2001
<i>Grevillea williamsonii</i>	Mt. William Grevillea	Action Statement Recovery Plan	No Action Statement Delisted 6 June 2005 under the EPBC Act
<i>Olearia pannosa</i> ssp. <i>cardiophylla</i>	Velvet Daisy-bush	Action Statement	Action Statement approved 2003
<i>Prasophyllum diversiflorum</i>	Gorae Leek-orchid	Action Statement Recovery Plan	Action Statement approved 2002 Recovery Plan approved 9 March 2001
<i>Prasophyllum subbisectum</i>	Pomonal Leek-orchid	Recovery Plan	Recovery Plan approved 18 August 2004
<i>Thelymitra epipactoides</i>	Metallic Sun-orchid	Recovery Plan	Recovery Plan approved 18 August 2004
<i>Thelymitra merraniae</i>	Merran's Sun-orchid	Action Statement	Action Statement approved 2002
<i>Rutidosis leptorhynchoides</i>	Button Wrinklewort	Recovery Plan	Recovery Plan approved 22 March 2013
<i>Dasyurus maculatus</i>	Spot-tailed Quoll	Revise Action Statement	Action Statement approved 2003
<i>Pseudomys shortridgei</i>	Heath Mouse	Action Statement Recovery Plan	Action Statement approved 2004 Recovery plan required
<i>Grantiella picta</i>	Painted Honeyeater	Action Statement	Action Statement approved 2003
<i>Edelia obscura</i>	Yarra Pygmy Perch	Action Statement	Action Statement approved 2015
<i>Neochanna cleaveri</i>	Australian Mudfish	Action Statement	Action Statement approved 2001

NOT USED

NOT USED

NOT USED

RESEARCH

The Parties recognise and value both Traditional Owner Knowledge and best available science for sustainably managing Forests in the West Victoria 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

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

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.

rights when obtaining, using, applying or making publicly available data in respect of which Traditional Owners assert Data Sovereignty.

ATTACHMENT 7

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