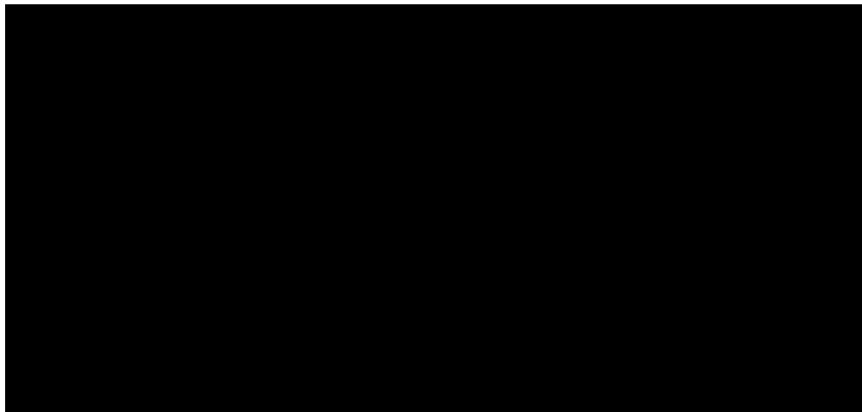


**Biobanking agreement
ID number: 058**

**Under the
*Threatened Species Conservation Act 1995***

for



Approximate location
295220 E 6220339 N



**Office of
Environment
& Heritage**

Biobanking agreement under Part 7A Division 2 of the *Threatened Species Conservation Act 1995*

This agreement made on the _____ day of _____ **between** the Minister for the Environment of the State of New South Wales, being the Minister currently administering the *Threatened Species Conservation Act 1995* (**'the Minister'**, which expression shall where the context admits, be deemed to include his or her successors in office) on the one part and _____ (**'the landowner'**) of the _____ property at _____, _____ on the other part.

Background

- A The landowner is the owner of those parcels of land being:
- Lot _____ Deposited Plan _____,
- Lot _____ Deposited Plan _____
- Lot _____ Deposited Plan _____, and
- Lot _____ Deposited Plan _____
- known as the _____ property, _____, within the _____ local government area (**'the land'**).
- B The biobank site the subject of this agreement (shown on the map titled _____ Biobank Site Boundary (14/12/2010) included in Annexure A) forms part of the land. The biobank site covered by this agreement consists of 59.54 hectares.
- C The landowner has requested the Minister to enter into a biobanking agreement under clause 14 of the BioBanking Regulation for the purpose of designating the biobank site on the land.
- D The Minister and landowner recognise that the landowner will receive biodiversity credits determined in accordance with the BioBanking Assessment Methodology (and set out in Annexure B) relating to the impact or likely impact of the management actions required to be carried out under Clause 3 and Annexure C of this agreement regarding the biodiversity values listed in Annexure B.
- E Not applicable.
- F The landowner and the Minister recognise that this biobanking agreement is being entered into for the purposes of the BioBanking Scheme established under Part 7A of the Act.
- G The landowner agrees to undertake the management actions and implement the management plans to improve the biodiversity values of the biobank site as set out in Annexure B.
- H The landowner agrees to undertake monitoring, reporting and record keeping as set out in Annexure D.
- I Accordingly, the parties hereby enter into the following biobanking agreement under section 127D of the Act.

Now this agreement witnesses:

1 Interpretation

1.1 In this agreement, unless the contrary intention appears:

the **'Act'** means the *Threatened Species Conservation Act 1995* and any regulations from time to time in force thereunder

'adaptive management' means a process for improving management where the outcomes of monitoring indicate that minor alterations to the management actions are required to improve biodiversity values

'agreement' means this biobanking agreement entered into by the Minister and the landowner under section 127D of the Act for this biobank site

'animal' has the same meaning as in section 4 of the Act

'Annexure A' means Annexure A to this agreement entitled 'Maps of the biobank site'

'Annexure B' means Annexure B to this agreement entitled 'Biobanking Agreement Credit Report'

'Annexure C' means Annexure C to this agreement entitled 'Management actions and management plans'

'Annexure D' means Annexure D to this agreement entitled 'Monitoring, reporting and record keeping requirements'

'Annexure E' means Annexure E to this agreement entitled 'Payment schedules'

'annual report' means the annual report to be prepared by the landowner in accordance with item 2 of Annexure D

'authorised officer' means a person appointed under section 156B of the *National Parks and Wildlife Act 2003*

'biobank site' means that part of the land shown as the "Biobank site boundary" on the biobank site boundary map

'biobank site boundary map' means the map entitled Beulah Biobank Site Boundary dated 14/12/2010 and included in Annexure A

'Biobanking Agreement Credit Report' means the report contained in Annexure B generated by a BioBanking Assessor for the biobank site using the BioBanking Assessment Methodology and the BioBanking Credit Calculator which includes the number and type of biodiversity credits to be created on the biobank site

'biobanking agreements register' means the register of biobank sites kept by the Director General under Part 7A of the Act

'BioBanking Assessment Methodology' means the rules established under section 127B of the Act

‘BioBanking Regulation’ means the *Threatened Species Conservation (Biodiversity Banking) Regulation 2008*

‘BioBanking Scheme’ means the Biodiversity Banking and Offsets Scheme established under Part 7A of the Act

‘BioBanking Trust Fund’ means the fund established under Part 7A of the Act to hold funds from the sale of biodiversity credits (the Total Fund Deposit)

‘biodiversity credits’ means biodiversity credits created under Part 7A of the Act

‘biodiversity credits register’ means the register of biodiversity credits kept by the Director General under Part 7A of the Act

‘biodiversity values’ has the same meaning as in section 4A of the Act

‘commencement date’ means the date this agreement commences under clause 18 of this agreement

‘critical habitat’ has the same meaning as in section 4 of the Act

‘day’ means any day including Saturdays, Sundays and public holidays

‘development’ has the same meaning as in section 127(1) of the Act

‘Director General’ has the same meaning as in section 4 of the Act

‘ecological burn’ means a burn to improve biodiversity values carried out as part of the management of fire for conservation

‘fee unit’ has the same meaning as in the BioBanking Regulation

‘first payment date’ means date the balance in the relevant biobank site account is equal to or greater than 80% of the Total Fund Deposit for the first *time*

‘Fund Manager’ means the person appointed by the Minister from time to time under Part 7A of the Act as the Fund Manager to manage the BioBanking Trust Fund

GST has the same meaning as given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition or administration of the GST

‘land’ means that parcel or parcels of land which contains the biobank site as described in paragraph A of this agreement

‘management action’ means the actions to be carried out by the landowner on the biobank site to improve biodiversity values for which biodiversity credits may be created. Such actions are set out in Annexure C. A reference to a management action includes a reference to refraining from doing anything, whether or not that thing was being done beforehand

‘management of fire for conservation’ means the controlled application of fire under specified environmental and weather conditions to a predetermined area and at the time, intensity and rate of spread required to attain planned improvement of biodiversity values

‘management of grazing for conservation’ is the implementation of a variable and adaptive stock grazing regime for improving biodiversity values, such as for controlling exotic weeds or vegetation biomass, or enhancing the competitiveness of native perennial species. Typically it involves short periods of intensive grazing between long periods of little or no grazing. Management of grazing for conservation differs with site condition, specific management goals, seasonal conditions and regions

‘management payments’ means the payments to be made to the landowner in accordance with the payment schedules and the requirements in Annexure E

‘management plans’ means the management plans to be implemented by the landowner in carrying out the management actions and included in Section 3 and Section 4 of Annexure C (or such other management plans as approved by the Director General in accordance with the provisions of Annexure C)

‘management zone’ means those areas of the biobank site identified on the map entitled Management Zones dated March 2011 and included in Annexure A

‘maximum operational surplus’ has the same meaning as in clause 33(2) of the BioBanking Regulation

‘Minister’ means the Minister for the time being administering the Act and where not repugnant to the context includes the servants and agents of the Minister

‘native animal’ has the same meaning as in section 5 of the NPW Act

‘native plant’ has the same meaning as in section 5 of the NPW Act

‘native vegetation’ has the same meaning as in section 6 of the NV Act

‘NPW Act’ means the *National Parks and Wildlife Act 1974* and any regulations from time to time in force thereunder

‘NV Act’ means the *Native Vegetation Act 2003 (NSW)*

‘OEH’ means Office of Environment and Heritage, NSW Department of Premiers and Cabinet

‘ongoing’ in relation to the timing of carrying out a management action means commencing on the commencement date or first payment date (as indicated) and continuing in perpetuity, unless identified otherwise

‘operational deficit’ has the same meaning as in clause 31(2) of the BioBanking Regulation

‘operational deficit threshold’ has the same meaning as in clause 32(2) of the BioBanking Regulation

‘operational surplus’ has the same meaning as in clause 31(3) of the BioBanking Regulation

‘owner’ has the same meaning as in section 127(1) of the Act and includes successors in title referred to in section 127J of the Act

‘party’ means a party to this agreement

‘payment schedules’ means the tables entitled ‘payment schedule’ and ‘in perpetuity management costs’ included in Annexure E

‘pesticide’ has the same meaning as in section 5 of the *Pesticides Act 1999* which includes herbicides, insecticides, fungicides, baits and rodenticides

‘plant’ has the same meaning as in section 4 of the Act

‘planting schedule’ means the schedule at section 6.6 of Annexure C

‘processing fee’ means the processing fee which is to accompany an application to enter into a biobanking agreement as required by clause 14 of the Biobanking Regulation

‘record keeping requirements’ means those record keeping requirements set out in item 3 of Annexure D

‘regrowth’ has the same meaning as in section 9 of the NV Act

‘relevant biobank site account’ means the biobank site account within the Biobanking Trust Fund kept by the Fund Manager in accordance with clause 30(1) of the Biobanking Regulation

‘remnant native vegetation’ has the same meaning as in section 9 of the NV Act

‘threatened species, populations and ecological communities’ and **‘threatened species, population or ecological community’** have the same meaning as in the Act

‘Total Fund Deposit’ has the same meaning as in clause 26(1) of the BioBanking Regulation

‘waste’ has the same meaning as in the *Protection of the Environment Operations Act 1997*.

- 1.2 A word or expression that indicates one or more particular genders shall be taken to indicate every other gender. A reference to a word or expression in the singular form includes a reference to the word or expression in the plural form, and vice versa.
- 1.3 Any reference to an action, or carrying out an action, includes a reference to doing anything or refraining from doing anything.
- 1.4 Any reference to a person shall be deemed to include a corporate body and vice versa.
- 1.5 Any covenant or agreement on the part of two or more persons shall be deemed to bind them jointly and severally.
- 1.6 The schedules and Annexures to this agreement form part of this agreement
- 1.7 Any notes included in the agreement do not form part of the agreement.

2 Status of this agreement

The parties agree that this agreement is a biobanking agreement within the meaning of section 127D of the Act

3 Use of the biobank site

The landowner covenants with the Minister as follows:

General responsibilities

- 3.1 Except as otherwise permitted by this agreement, the landowner must not carry out any act or omit to carry out any act, or cause or permit any act to be carried out or any act not to be carried out which act or omission may harm biodiversity values on the biobank site, including but not limited to any native animals, native plants, threatened species, populations and ecological communities, and their habitats.

Note: The clearing of native vegetation that is otherwise permissible in accordance with the NV Act (whether it is permissible under a Property Vegetation Plan, routine agricultural management activity (as defined under the NV Act), or is otherwise permitted under Part 3 of that Act) can only be carried out on the biobank site to which this agreement applies if it is also permissible under this agreement. Item 5.1 of the management actions contained in Section 1 of Annexure C of this agreement sets out the limited circumstances in which native vegetation can be cleared on the biobank site. Annexure C of this agreement also contains limited exceptions in relation to when a landowner is not required to comply with the management actions contained in Annexure C.

Cultural heritage

- 3.2 To avoid any doubt, nothing in this agreement is to be construed as authorising (including, but not limited to, by way of a consent, permit, approval or authorisation of any kind for the purposes of Part 6 of the NPW Act) any person to damage or to cause or permit damage to an Aboriginal object or Aboriginal place in, on or under the biobank site.

Obtaining of consents, permits and authorisations

- 3.3 The landowner is responsible for obtaining all necessary licences, consents, authorisations, permits or approvals in order to lawfully comply with and carry out its obligations under this agreement.

Development

- 3.4 The landowner must not carry out, or cause or permit to be carried out, any development (as defined under clause 1 above) on the biobank site, unless the development:
- 3.4.1 is permitted or required under Annexure C, or
 - 3.4.2 is identified in the table entitled 'Permissible development on the biobank site' contained in clause 3.5.

Permissible development

- 3.5 The landowner shall be permitted to carry out, or cause or permit to be carried out, the development specified in the following table in the management zone specified in the table.

Permissible development on the biobank site	
Description of development	Management zone/s
Carrying out of any activity subject to Exploration Licence 6212 issued under the Petroleum (Onshore) Act 1991 or any other petroleum title that may be granted under that Act.	All zones
Carrying out of any activity subject to Petroleum Production Lease 4 of the Petroleum (Onshore) Act 1991 or any other production lease that may be granted under that Act.	All zones
Carrying out of any activity subject to Authorisation 248 of the Mining Act 1992 or any other mining authority that may be granted under that Act.	All zones
<p>The following developments are permissible within the identified management zones:</p> <ul style="list-style-type: none"> Upgrading and/or maintenance of the historic bridge over Woodhouse Creek. Upgrading and/or maintenance of the original driveway to the property. Construction and/or maintenance of underground cables or pipes to enable services (eg; phone, water, electricity, gas, etc) to be connected from Appin Road to that part of the property that is not included in the biobank site. <p>The developments must not result in any environmental impacts occurring outside of a 10m wide easement, centred on the existing driveway, unless written consent of the Director General has been obtained.</p>	SSTF_LS1_EA SSTF_HS1_EA CSPW_EA

Permissible human activities

- 3.6 Notwithstanding clause 3.1, the landowner may carry out or cause or permit to be carried out any human activities specified in the following table, in the management zone specified in the table.

Permissible human activities on the biobank site	
Description of human activities	Management zone/s
Passive recreation, with the exception of overnight stays and/or camp fires, is permissible on the land to the extent that the condition of vegetation on site is not degraded. Passive recreation can include but is not limited to activities such as walking and bird watching.	All zones
<p>Vehicular access is permissible on the driveway easement identified on the map titled Beulah Biobank Site Property Management Actions dated 14/12/2010 contained in Annexure A to this agreement.</p> <p>Vehicular access for the purposes of undertaking management</p>	All zones

Permissible human activities on the biobank site	
Description of human activities	Management zone/s
actions is permissible on areas adjacent to the driveway easement or existing tracks (identified on the map titled Beulah Biobank Site Property Management Actions dated 14/12/2010 contained in Annexure A to this agreement) and other areas as required from time to time.	

4 Management actions and management plans

4.1 The landowner must carry out or procure the carrying out of the management actions in accordance with the timing, manner and requirements of Annexure C.

4.2 The landowner must:

- a. implement or procure the implementation of; and
- b. comply or procure the compliance with

the management plans in accordance with the timing, manner and requirements of Annexure C.

Note: The management actions listed in Annexure C include requirements to take certain action and requirements to refrain from taking certain action.

4.3 Unless otherwise indicated by Annexure C, the landowner must ensure that

- a. the management actions to be carried out in accordance with clause 4.1; and
- b. the management plans to be implemented and complied with in accordance with clause 4.2

are carried out in perpetuity, commencing from the date indicated in Annexure C.

4.4 The landowner’s obligations under this clause are subject to clause 12.4 of this agreement.

5 Total Fund Deposit

For the purpose of clause 26 of the BioBanking Regulation, the Total Fund Deposit for this biobank site is \$ [REDACTED] excluding GST, determined in accordance with Part 6 of the BioBanking Regulation.

Note: Part 6 of the BioBanking Regulation prescribes the amount that must be deposited in the BioBanking Trust Fund before the first transfer (or retirement without transfer) of each biodiversity credit can be registered. The prescribed amount is the Total Fund Deposit, or proportion thereof if a partial sale of credits is made. The Total Fund Deposit is the present value of the total of all management payments listed under this agreement, as determined by the Director General.

6 Biodiversity credits

- 6.1 The Director General is permitted under section 127W(4) of the Act, to create (without application) the biodiversity credits listed in Annexure B on the commencement of this agreement.
- 6.2 The biodiversity credits listed in Annexure B will be created for this biobank site.
- 6.3 Upon signing the agreement, the landowner is entitled to receive \$[REDACTED] excluding GST, to be satisfied in full by the creation of the biodiversity credits listed in Annexure B.

Note: \$[REDACTED] is a best estimate of the market value of the biodiversity credits at the time of creation. The market value has been estimated by reference to the notional Part B amount as determined by the landowner in the credit pricing spreadsheet or reference to the notional Part B amount for the last traded biodiversity credit of the same or similar type.

The Part B amount is that part of the sale price received by the landowner (or another landowner if reference is made to a previous sale of that biodiversity credit type) after the entire Total Fund Deposit is satisfied and deposited into the BioBanking Trust Fund.

The sale price of each biodiversity credit will be negotiated between the landowner and the buyer and will be affected by supply and demand for each biodiversity credit. The final price at the time of transfer of the biodiversity credit (or retirement or the biodiversity credit without transfer) may not reflect this estimated amount.

The Minister does not warrant that the landowner will be able to sell biodiversity credits for the estimated market value.

7 Monitoring, record keeping and reporting

- 7.1 The landowner must comply with the monitoring requirements as set out in item 1 of Annexure D and the record keeping requirements.
- 7.2 The landowner must submit an annual report complying with the requirements set out in Annexure D to the Director General within the timeframe specified in item 3 of Annexure D.
- 7.3 The landowner must notify the Director General in writing as soon as practicable after becoming aware of any failure to comply with this agreement or any other incident at the biobank site (or surrounds) which results or may result in a sudden or significant decline of biodiversity values at the biobank site. In particular, the landowner must notify the Director General of:
 - 7.3.1 the nature, location and time of the incident
 - 7.3.2 the impact of the incident on biodiversity values
 - 7.3.3 the measures that have been taken or will be taken in response to the incident
 - 7.3.4 any provision of this agreement which may have been breached
 - 7.3.5 the extent of any damage caused or permitted by the incident
 - 7.3.6 the measures which have been taken or will be taken to prevent a recurrence of the incident.

8 Use of the land by servants, agents, lessees or licensees

The landowner must incorporate all relevant requirements of this agreement in any lease or licence issued for the biobank site, and must at all times ensure that any servant, contractor, consultant, agent, lessee or licensee occupying the biobank site area shall be aware of, and not undertake any act inconsistent with, the landowner's obligation under this agreement.

9 Change of land ownership or subdivision of land

9.1 The landowner must notify the Director General in writing of any change of:

9.1.1 ownership of the biobank site, or any part thereof, within seven (7) days after the change of ownership of the biobank site; or

9.1.2 lessee of the biobank site, or any part thereof, within twenty eight (28) days after the change of lessee or licensee of the biobank site.

The notice must include the name and address of the new landowner, lessee or licensee.

9.2 The landowner must provide a copy of this agreement, including a copy of each management plan and a copy of all records required to be kept under the record keeping requirements, to the Transferee before completion of the assignment, transfer, disposal or sale of any interest in the biobank site.

9.3 The landowner must notify the Director General in writing no less than 14 days before the biobank site is subdivided.

9.4 The landowner cannot assign, transfer, dispose of or sell its rights, title or interest in part of the land containing any area of the biobank site unless the landowner and the Minister have first agreed to vary the agreement to apportion the obligations and rights under the agreement in respect of that part of the biobank site that will be assigned, transferred, disposed of or sold.

10 Right to enter biobank site for research and monitoring

10.1 The landowner must permit access to the biobank site at any time to the Minister, the Director General, an authorised officer or an officer of OEHL for the purpose of carrying out research or monitoring in relation to the biodiversity values on the biobank site for which biodiversity credits have been created under this agreement, but only where the person has given reasonable notice to the landowner and the landowner's agent, lessee or licensee, of the intention to enter the biobank site for that purpose and the nature of the research or monitoring that will be conducted. In exercising its right of access under this clause, the Minister, the Director General, an authorised officer or an officer of OEHL must ensure that such access does not:

10.1.1 result in physical or radio interference which obstructs, interrupts or impedes the use or operation of any telecommunications network and telecommunications service of a lessee or licensee of a part of the land; or

10.1.2 Interfere with the electricity supply separate from the landowner's electricity supply to any part of the land occupied by a lessee or licensee.

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- 10.2 The Minister, Director General, an authorised officer or an officer of OEH may make a written request to the landowner to consent to any other person specified in the written request to enter the biobank site for the purpose of carrying out the research or monitoring referred to in clause 10.1, whether or not that person will accompany the Minister, Director General, an authorised officer or an officer of OEH. The landowner will not unreasonably withhold consent.
- 10.3 Clauses 10.1 and 10.2 do not affect or limit the powers of authorised officers under the NPW Act to enter premises for the purpose of determining whether there has been compliance with, or contravention of, this agreement.

11 Agreement preparation expenses

- 11.1 Each party bears its own costs in connection with the preparation and execution of this agreement.

12 Obligations of the Minister

- 12.1 Subject to clauses 12.2 and 12.3 and starting from the first payment date, the Minister is required to direct the Fund Manager to make such management payments specified in the payment schedules from the relevant biobank site account to the landowner, at such intervals specified in the payment schedules.
- 12.2 The Minister may only make such a direction if:
- 12.2.1 the relevant biobank site account has sufficient funds to cover the management payment, and
 - 12.2.2 the landowner has submitted the annual report for the preceding reporting period in accordance with clause 7.2 and Annexure D of this agreement, and
 - 12.2.3 the Minister has reviewed the annual report for the preceding reporting period and is satisfied that the landowner has complied with their obligations set out in this agreement in the preceding period.
- 12.3 The landowner acknowledges that the Minister may, with the agreement of the landowner, direct that the management payments should not be made, or should be reduced, for a specified period of time or until further notice if the biobank site account has an operational deficit greater than the operational deficit threshold.

Note: Withholding or lowering payments when funds in the account are below the maximum operational deficit may help to preserve the long-term financial viability of the fund for the landowner.

- 12.4 If the Minister, with the agreement of the landowner, directs that management payments be reduced or not be made for a specified period of time or until further notice, then:
- 12.4.1 the Minister may, by written agreement with the landowner, suspend or vary any of the landowner's obligations to carry out management actions under this agreement for the same period of time or some other period, and
 - 12.4.2 despite clause 3 of this agreement, the landowner's obligations to carry out management actions under this agreement are suspended or varied in accordance with the agreement.

The Minister must not agree to any variation or suspension under this clause unless satisfied that the variation or suspension does not have a negative impact on the biodiversity values protected by the agreement.

- 12.5 The landowner acknowledges that the Minister may, in addition to the management payments, direct additional payments to be paid from the BioBanking Trust Fund to the landowner, but only in circumstances where the biobank site account has an operational surplus, the operational surplus amount exceeds the maximum operational surplus for the biobank site account, and the amount the Minister directs to be paid does not exceed the difference between the operational surplus amount and the maximum operational surplus.
- 12.6 All management payments shall be paid into the bank account nominated by the landowner in accordance with the payment schedules.

13 Ownership of the land and registration of this agreement

- 13.1 The landowner represents and warrants to the Minister that as at the date of this agreement, it is:
- 13.1.1 the legal and beneficial owner of the land; or
 - 13.1.2 legally and beneficially entitled to become the owner of the land and will become the legal and beneficial owner of the land, prior to the date that this agreement is to be registered under clause 13.2 of this agreement.
- 13.2 As contemplated by section 127I (1) of the Act, the Minister agrees to notify the Registrar General when this agreement has been entered into, varied or terminated so the Registrar General can register the agreement, variation or termination by making an entry concerning the agreement, variation or termination in the relevant folio of the Register kept under The *Real Property Act* 1900 (NSW) for the land.
- 13.3 The fee to register the agreement in accordance with section 127I (1) of the Act will be taken from the processing fee, except as provided by clause 13.4.
- 13.4 If the landowner elects to identify the exact boundaries of the biobank site on the Deposited Plan for the land, the landowner must bear any additional costs of registration.

14 Variation and termination

- 14.1 Subject to clause 14.2, this agreement can only be varied or terminated in accordance with the Act.
- 14.2 The landowner waives any right to request voluntary termination in accordance with subsections 127G(5) and (6) of the Act.
- 14.3 This clause does not affect the ability of the Minister and the landowner to terminate this agreement by consent under section 127G(2)(a) of the Act (including in the circumstances described in subsection 127G(6) of the Act).

Note: Clause 14.2 ensures that the landowner can obtain Commonwealth Government tax advantages that apply to conservation covenants. Those tax advantages would not be available if the right to request termination of the agreement under subsections 127G (5) and (6) of the Act was available.

Subsections 127(5) and (6) of the Act give landowners the right to request termination of the agreement where credits are not sold within 3 months or after 5 years of entering the agreement. The effect of

clause 14.2 is that the landowner gives up that right. This is essential as the tax advantages are only available where the Commonwealth Government has conferred conservation covenant status on biobank sites – and a requirement of this status is that the sites will operate permanently.

15 Indemnity and release

- 15.1 The landowner agrees to indemnify the protected persons against all expenses, losses, damages and costs that the protected person may sustain or incur as a result, whether directly or indirectly, of carrying out obligations under this agreement.
- 15.2 The indemnity given by the landowner does not cover any loss or damage that is caused by a negligent act or omission of the protected persons, or any loss or damage that is contributed to by a negligent act or omission of the protected persons to the extent of the protected persons' contribution to that loss or damage.
- 15.3 The landowner releases to the full extent permitted by law the protected persons from all claims and demands arising out of or in connection with, or as a consequence of, carrying out of obligations by the landowners under this agreement, or in connection with, or as a consequence of, a direction made by the Minister regarding the payment of management payments to the landowner under this agreement.
- 15.4 The release given by the landowner does not cover any claims and demands in respect of any loss or damage that is caused by a negligent act or omission of the protected persons, or any loss or damage that is contributed to by a negligent act or omission of the protected persons to the extent of the protected persons' contribution to that loss or damage.
- 15.5 It is immaterial to the obligations of the landowner under this clause that a claim or demand arises out of any act, event or thing that the landowner is authorised or obliged to do under this agreement or that any time waiver or other indulgence has been given to the landowner for any such obligation under this agreement.

In clauses 15.1–15.4:

- (i) 'protected person' means:
- (a) the Minister
 - (b) the Director General
 - (c) the employees or officers of the Director General
 - (d) any other person acting under the direction or control of the Minister or Director General for any purpose
 - (e) the Crown in right of the State of New South Wales;
- (ii) 'claims and demands' means all actions, suits, claims, demands, proceedings, losses, compensation, damages, sums of money, costs, legal costs, charges, and expenses to which the protected persons are or may become liable for in respect of loss or damage to the fixtures of the biobank site, financial or economic loss, loss of opportunity or other consequential loss of the landowner, and injury of any kind to or death of any person claiming through the landowner and however sustained on or outside the biobank site.

16 Dispute resolution

- 16.1 Where there is a dispute, difference or claim (dispute), the party raising the dispute must notify the other party in writing of the nature of the dispute, including the factual and legal basis of the dispute.
- 16.2 Within 14 days of the written notice, the Director General and the landowner, or nominated senior representatives of the parties, must confer to attempt to resolve the dispute, and if the dispute cannot be resolved within twenty-one (21) days of the written notice, the Director General and the landowner will refer the matter to mediation.
- 16.3 The parties will agree on the terms of appointment of the mediator and the terms of the mediation in writing within twenty-eight (28) days, failing which the mediation will be at an end and either party may commence court proceedings in respect of the dispute, difference or claim.
- 16.4 If the matter has not been resolved within 28 days of the appointment of the mediator, the mediation process will be at an end and either party may commence court proceedings in respect of the dispute, difference or claim.
- 16.5 Notwithstanding the above clauses, the Minister, the Director General or a person duly authorised by the Director General, may enforce this agreement under the Act, or institute proceedings without first entering into the dispute resolution procedure set out in clauses 16.1, 16.2, 16.3, and 16.4.
- 16.6 Clause 10.1 of this agreement is not affected by these arrangements for dispute resolution.

17 Governing law

This agreement is governed by the laws of the State of New South Wales and the parties agree to submit to the jurisdiction of the courts of that State.

18 Commencement

This agreement shall have effect from the day it is executed by all parties.

19 Privacy statement

The landowner acknowledges and consents to the information contained in this agreement being made publicly available on the biobanking agreements register and, where biodiversity credits have been registered, on the biobanking credits register maintained by the Director General and made available on the web.

Note: In accordance with the *Privacy and Personal Information Protection Act 1998* and the Act, some of the information contained in this agreement cannot be made available to the public.



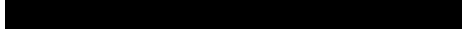
20 Exercise of Minister’s and Director General’s powers

- 20.1 The landowner acknowledges that the Minister may authorise any officer of the OEH to exercise any of the Ministers functions under this agreement on the Ministers behalf.
- 20.2 The landowner acknowledges that the Director General, may authorise any officer of the OEH to do any thing that the Director General for the purposes of this agreement.




21 Notices

- 21.1 Any notice, consent, information, application or request that must or may be given or made to a party is only given or made if it is in writing and delivered or posted to that party at its address set out below, or faxed to that party at its fax number set out below:

The Minister

Address	Office of Environment and Heritage PO Box A290 SYDNEY SOUTH NSW 1232
Phone	
Fax	
Attention (nominated officer)	

landowner

Address	
Phone	
Fax	
Attention	Director

- 21.2 The name or title of the nominated officer or the address for the Minister referred to in clause 21.1 above may be updated from time to time by a further written notice being sent to the landowner by an officer of the OEH advising of the new officer (or title of an office) and address to which such documents, information or notification may be sent.
- 21.3 For the avoidance of doubt, this clause does not fetter the Minister or Director General’s discretion to give or withhold from giving such notice, consent or permission.

Agreement annexures

Annexure A Maps of biobank site

Annexure B Biobanking Agreement Credit Report

Annexure C Management actions and management plans

Annexure D Monitoring, reporting and record keeping requirements

Annexure E Payment schedules

In witness where of the parties hereto have executed this agreement the day and year first above written.

Signed by _____)
Lisa Corbyn Chief Executive, Office of
Environment and Heritage (OEH), Department of
Premiers and Cabinet, as Delegate under section
142A of the *Threatened Species Conservation Act*
1995 in the presence of: _____)

Lisa Corbyn

Date

Witness signature

Date

Witness name

Witness address

Signed by the landowner/s or director/s

Signature

Date

Name _____

Signature

Date

Name & position

In the presence of

In the presence of

Witness signature

Date

Witness name

Witness address

Witness signature

Date

Witness name

Witness address

Seal (if signing under seal):

Annexure A: Maps of biobank site

Beulah Biobank Site Boundary (14/12/2010)

Vegetation Zones & Photo-Point Locations (March 2011)


Management Zones (March 2011)

Beulah Biobank Site Property Management Actions (14/12/2010)

Biodiversity Banking and Offsets Scheme
ID number 058

Biobanking agreement



 Biobank site boundary

Projection: GDA 1994 Zone 56
Image: SKM Sydney (Flown Feb 2007)

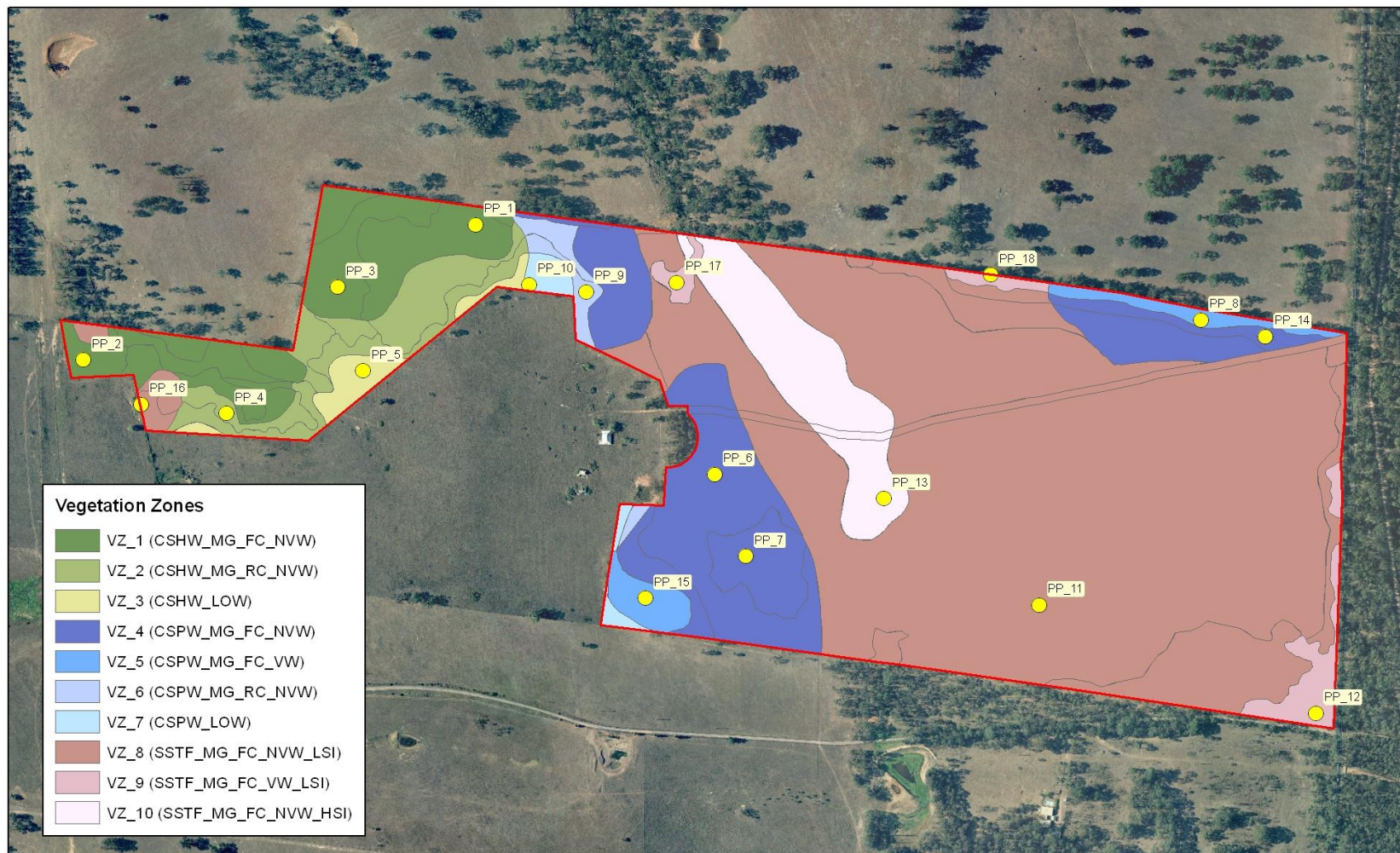
(14/12/2010)

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disclaim liability for any acts or omissions in the
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0 100 200 300 Metres



Printed By:
BSA Metro
December 2010



Legend

- Subject site
- Photo-points

Vegetation Zones & Photo-Point Locations

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 disclaim liability for any actions on the information in the
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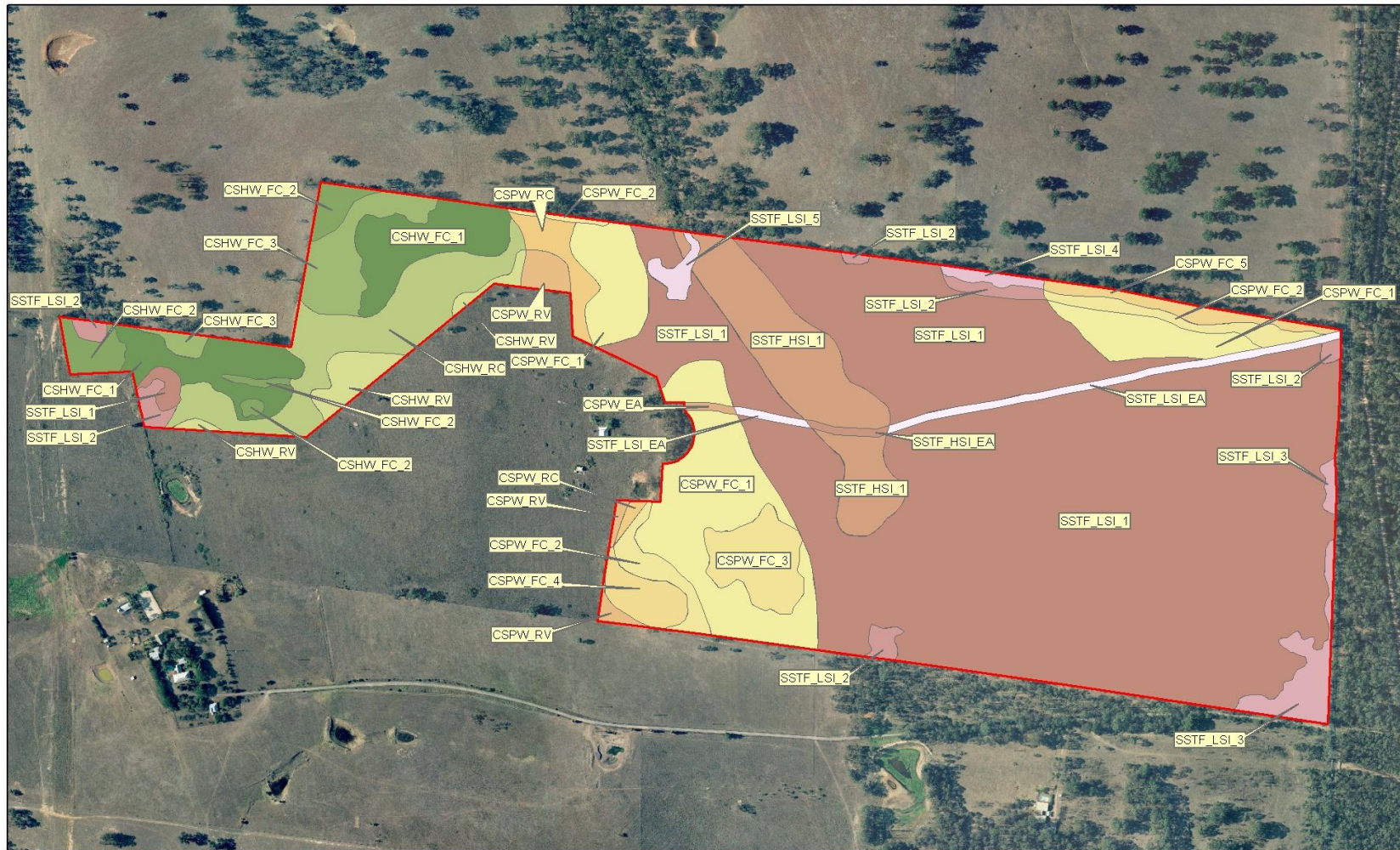
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 I&A Metro
 March 2011

Biodiversity Banking and Offsets Scheme
ID number 058

Biobanking agreement

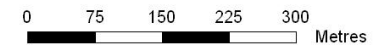


Legend

 Subject site

Management Zones

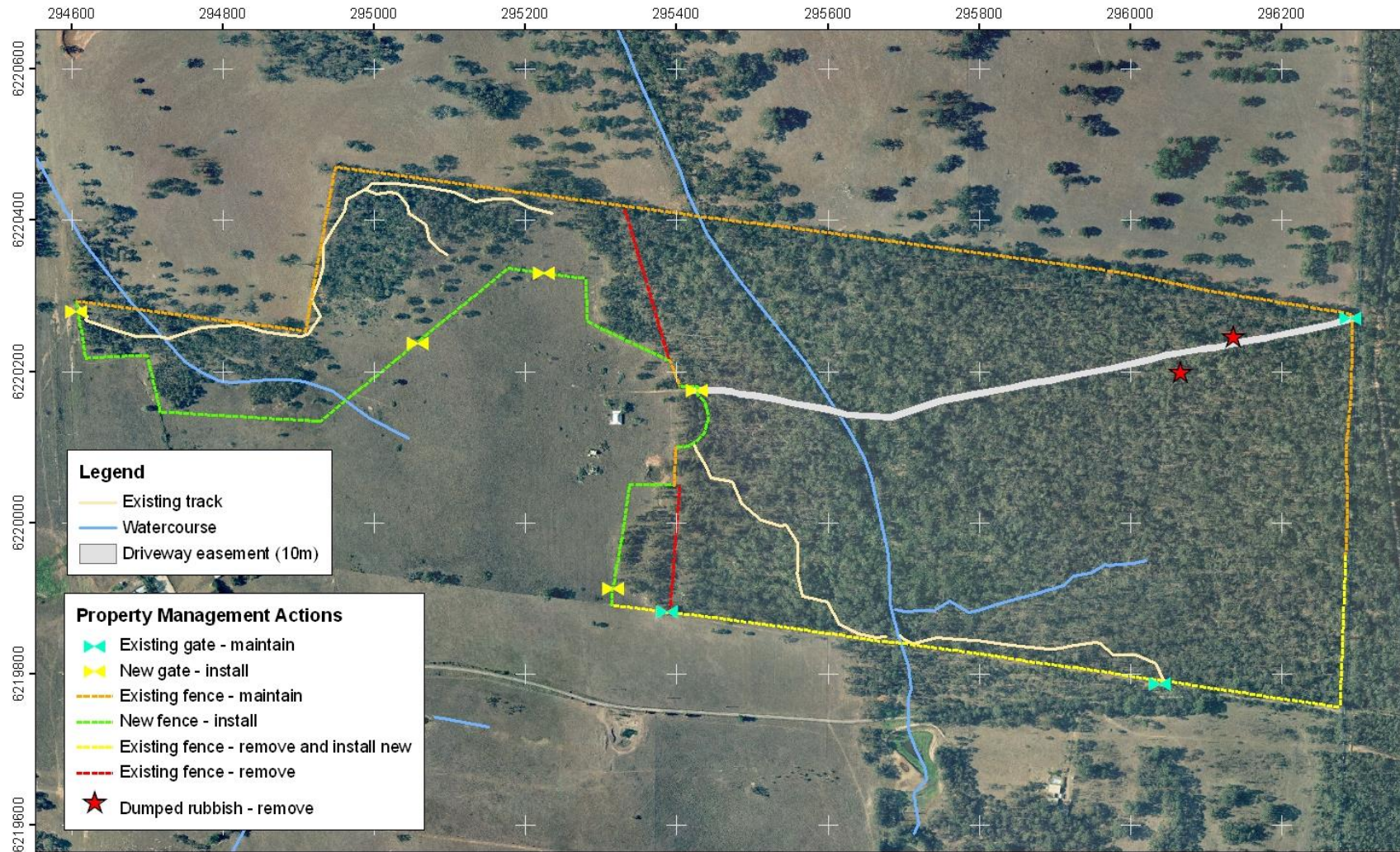
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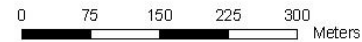
Biodiversity Banking and Offsets Scheme
ID number 058

Biobanking agreement



Projection: GDA 1994 Zone 56
Image: SKM Sydney (Flown Feb 2007)


Property Management Actions
(14/12/2010)



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Annexure B: Biobanking Agreement Credit Report



Biobanking Agreement Credit Report

This report identifies the number and type of credits that may be created at a BIOBANK SITE.
Date of report: 16/03/2011 Time: 15:27 Tool Version: 1.1

Property Details

Proposal ID: 2010/0078/B001

Biobank Name: [REDACTED]

Biobank Location: [REDACTED]

Biobank Address: [REDACTED]

CMA: [REDACTED]

Landholder Name: [REDACTED]

Landholder Address: [REDACTED]

Landholder Phone: [REDACTED]

Assessor Name: [REDACTED]

Assessor Address: [REDACTED]

Assessor Phone: [REDACTED]

Assessor Accreditation: [REDACTED]

The following information is required to be submitted with this BioBanking Agreement (where ticked)

- All or part of the biobank site is covered by a covenant, has received govt funding or is crown land
- Local reference data is required for the following vegetation zones
- Expert Report for the following species:
- Justification for request of additional increase in site value score with management for the following vegetation zones:
 - Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin
 - Grey Box - Forest Red Gum grassy woodland on shale of the southern Cumberland Plain, Sydney Basin
 - Narrow-leaved Ironbark - Broad-leaved Ironbark - Grey Gum open forest of the edges of the Cumberland Plain, Sydney Basin
- The minimum number of plots were not entered for the following vegetation zones

Ecosystem Credits

Vegetation Type	Area (ha)	Credits created
Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin	8.42	72
Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin	1.18	10
Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin	0.65	7
Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin	0.47	5
Grey Box - Forest Red Gum grassy woodland on shale of the southern Cumberland Plain, Sydney Basin	5.08	52
Grey Box - Forest Red Gum grassy woodland on shale of the southern Cumberland Plain, Sydney Basin	2.88	31
Grey Box - Forest Red Gum grassy woodland on shale of the southern Cumberland Plain, Sydney Basin	0.76	7
Narrow-leaved Ironbark - Broad-leaved Ironbark - Grey Gum open forest of the edges of the Cumberland Plain, Sydney Basin	3.59	29
Narrow-leaved Ironbark - Broad-leaved Ironbark - Grey Gum open forest of the edges of the Cumberland Plain, Sydney Basin	35.12	303
Narrow-leaved Ironbark - Broad-leaved Ironbark - Grey Gum open forest of the edges of the Cumberland Plain, Sydney Basin	1.39	10

Credit Profile

Group 1 : Ecosystem credits: 72 credits

CMA	Hawkesbury/Nepean
CMA Sub-region	Cumberland (88)
Vegetation type	Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin
Surrounding vegetation cover class	31-70%
Patch size, including low condition	>100 ha

Total area of Vegetation zone(s) included in this group: 8.42 ha

Group 2 : Ecosystem credits: 10 credits

CMA	Hawkesbury/Nepean
CMA Sub-region	Cumberland (88)
Vegetation type	Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin
Surrounding vegetation cover class	31-70%

Patch size, including low condition	>100 ha
-------------------------------------	---------

Total area of Vegetation zone(s) included in this group: 1.18 ha

Group 3 : Ecosystem credits: 7 credits

CMA	Hawkesbury/Nepean
CMA Sub-region	Cumberland (88)
Vegetation type	Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin
Surrounding vegetation cover class	31-70%
Patch size, including low condition	>100 ha

Total area of Vegetation zone(s) included in this group: 0.65 ha

Group 4 : Ecosystem credits: 5 credits

CMA	Hawkesbury/Nepean
CMA Sub-region	Cumberland (88)
Vegetation type	Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin
Surrounding vegetation cover class	31-70%
Patch size, including low condition	0 - 5 ha

Total area of Vegetation zone(s) included in this group: 0.47 ha

Group 5 : Ecosystem credits: 52 credits

CMA	Hawkesbury/Nepean
CMA Sub-region	Cumberland (88)
Vegetation type	Grey Box - Forest Red Gum grassy woodland on shale of the southern Cumberland Plain, Sydney Basin
Surrounding vegetation cover class	31-70%
Patch size, including low condition	>100 ha

Total area of Vegetation zone(s) included in this group: 5.08 ha

Group 6 : Ecosystem credits: 31 credits

CMA	Hawkesbury/Nepean
CMA Sub-region	Cumberland (88)
Vegetation type	Grey Box - Forest Red Gum grassy woodland on shale of the southern Cumberland Plain, Sydney Basin
Surrounding vegetation cover class	31-70%
Patch size, including low condition	>100 ha

Total area of Vegetation zone(s) included in this group: 2.88 ha

Group 7 : Ecosystem credits: 7 credits

CMA	Hawkesbury/Nepean
CMA Sub-region	Cumberland (88)
Vegetation type	Grey Box - Forest Red Gum grassy woodland on shale of the southern Cumberland Plain, Sydney Basin
Surrounding vegetation cover class	31-70%
Patch size, including low condition	0 - 5 ha

Total area of Vegetation zone(s) included in this group: 0.76 ha

Group 8 : Ecosystem credits: 29 credits

CMA	Hawkesbury/Nepean
CMA Sub-region	Cumberland (88)
Vegetation type	Narrow-leaved Ironbark - Broad-leaved Ironbark - Grey Gum open forest of the edges of the Cumberland Plain, Sydney Basin
Surrounding vegetation cover class	31-70%
Patch size, including low condition	>100 ha

Total area of Vegetation zone(s) included in this group: 3.59 ha

Group 9 : Ecosystem credits: 303 credits

CMA	Hawkesbury/Nepean
CMA Sub-region	Cumberland (88)
Vegetation type	Narrow-leaved Ironbark - Broad-leaved Ironbark - Grey Gum open forest of the edges of the Cumberland Plain, Sydney Basin
Surrounding vegetation cover class	31-70%
Patch size, including low condition	>100 ha

Total area of Vegetation zone(s) included in this group: 35.12 ha

Group 10 : Ecosystem credits: 10 credits

CMA	Hawkesbury/Nepean
CMA Sub-region	Cumberland (88)
Vegetation type	Narrow-leaved Ironbark - Broad-leaved Ironbark - Grey Gum open forest of the edges of the Cumberland Plain, Sydney Basin
Surrounding vegetation cover class	31-70%
Patch size, including low condition	>100 ha

Total area of Vegetation zone(s) included in this group: 1.39 ha

Species Credits

Additional Management Actions

The following management actions are required at the property. These actions are in addition to the standard management actions required at the property

Cat and/or Fox control

Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin (HN528)	0.47 ha
Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin (HN528)	0.65 ha
Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin (HN528)	1.18 ha
Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin (HN528)	8.42 ha
Grey Box - Forest Red Gum grassy woodland on shale of the southern Cumberland Plain, Sydney Basin (HN529)	0.76 ha
Grey Box - Forest Red Gum grassy woodland on shale of the southern Cumberland Plain, Sydney Basin (HN529)	2.88 ha
Grey Box - Forest Red Gum grassy woodland on shale of the southern Cumberland Plain, Sydney Basin (HN529)	5.08 ha
Narrow-leaved Ironbark - Broad-leaved Ironbark - Grey Gum open forest of the edges of the Cumberland Plain, Sydney Basin (HN556)	1.39 ha
Narrow-leaved Ironbark - Broad-leaved Ironbark - Grey Gum open forest of the edges of the Cumberland Plain, Sydney Basin (HN556)	3.59 ha
Narrow-leaved Ironbark - Broad-leaved Ironbark - Grey Gum open forest of the edges of the Cumberland Plain, Sydney Basin (HN556)	35.12 ha

Exclude miscellaneous feral species	
Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin (HN528)	0.47 ha
Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin (HN528)	0.65 ha
Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin (HN528)	1.18 ha
Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin (HN528)	8.42 ha
Grey Box - Forest Red Gum grassy woodland on shale of the southern Cumberland Plain, Sydney Basin (HN529)	0.76 ha
Grey Box - Forest Red Gum grassy woodland on shale of the southern Cumberland Plain, Sydney Basin (HN529)	2.88 ha
Grey Box - Forest Red Gum grassy woodland on shale of the southern Cumberland Plain, Sydney Basin (HN529)	5.08 ha
Narrow-leaved Ironbark - Broad-leaved Ironbark - Grey Gum open forest of the edges of the Cumberland Plain, Sydney Basin (HN556)	1.39 ha
Narrow-leaved Ironbark - Broad-leaved Ironbark - Grey Gum open forest of the edges of the Cumberland Plain, Sydney Basin (HN556)	3.59 ha
Narrow-leaved Ironbark - Broad-leaved Ironbark - Grey Gum open forest of the edges of the Cumberland Plain, Sydney Basin (HN556)	35.12 ha
Feral and/or native herbivore control/ exclusion (eg rabbit, goats, deer etc)	
Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin (HN528)	0.47 ha
Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin (HN528)	0.65 ha
Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin (HN528)	1.18 ha
Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin (HN528)	8.42 ha
Grey Box - Forest Red Gum grassy woodland on shale of the southern Cumberland Plain, Sydney Basin (HN529)	0.76 ha
Grey Box - Forest Red Gum grassy woodland on shale of the southern Cumberland Plain, Sydney Basin (HN529)	2.88 ha
Grey Box - Forest Red Gum grassy woodland on shale of the southern Cumberland Plain, Sydney Basin (HN529)	5.08 ha
Narrow-leaved Ironbark - Broad-leaved Ironbark - Grey Gum open forest of the edges of the Cumberland Plain, Sydney Basin (HN556)	1.39 ha
Narrow-leaved Ironbark - Broad-leaved Ironbark - Grey Gum open forest of the edges of the Cumberland Plain, Sydney Basin (HN556)	3.59 ha
Narrow-leaved Ironbark - Broad-leaved Ironbark - Grey Gum open forest of the edges of the Cumberland Plain, Sydney Basin (HN556)	35.12 ha

Maintain or reintroduce flow regimes (aquatic flora)

Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin (HN528)	0.47 ha
Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin (HN528)	0.65 ha
Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin (HN528)	1.18 ha
Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin (HN528)	8.42 ha
Grey Box - Forest Red Gum grassy woodland on shale of the southern Cumberland Plain, Sydney Basin (HN529)	0.76 ha
Grey Box - Forest Red Gum grassy woodland on shale of the southern Cumberland Plain, Sydney Basin (HN529)	2.88 ha
Grey Box - Forest Red Gum grassy woodland on shale of the southern Cumberland Plain, Sydney Basin (HN529)	5.08 ha

Annexure C: Management actions and management plans

A Management actions

A1 The landowner must undertake, or cause to be undertaken, the Management Actions contained in the following tables in this Annexure C:

- (i) Section 1: Standard management actions (**'Section 1'**); and
- (ii) Section 2: Additional management actions (**'Section 2'**)

in accordance with the conditions specified in Section 1 and Section 2 and within the timeframes (if any) specified in Section 1 and Section 2.

A2 In carrying out the management actions, the landowner must implement and, at all relevant times comply with, the management plans as contained in the following tables in this Annexure C:

- (i) Section 3: Standard management plans (**'Section 3'**); and
- (ii) Section 4: Additional management plans (**'Section 4'**)

in accordance with the conditions specified in those tables and management plans and within the timeframes (if any) specified in Section 3 and Section 4.

A3 Where a management action requires that something must not be done, the landowner must not do that thing and must not cause, authorise or permit any other person to do that thing.

A4 Notwithstanding points A1 and A2 above, the landowner is not required to undertake the management actions so described if the action is inconsistent with anything (act or omission) required or authorised to be done by the landowner by or under any of the following:

- A. removal of noxious weeds under the *Noxious Weeds Act 1993*
- B. the control of noxious animals under the *Rural Lands Protection Act 1998*
- C. an obligation arising under an eradication order or pest control order under Part 11 of the *Rural Lands Protection Act 1998*
- D. a direction under section 37A of the *State Emergency and Rescue Management Act 1989* in relation to a state of emergency or a direction under section 22A of the *State Emergency Service Act 1989*
- E. in respect of the *Rural Fires Act 1997*:
 - (a) an emergency fire fighting act within the meaning of that Act
 - (b) emergency bushfire hazard reduction work within the meaning of that Act
 - (c) any notified steps issued to the landowner under section 63 of that Act
 - (d) any notice by a local authority under section 66 of that Act to undertake specified bushfire hazard reduction work
 - (e) otherwise as part of any managed bushfire hazard reduction work within the meaning of the *Rural Fires Act 1997* that is carried out in accordance with:

-
- i. a current bushfire hazard reduction certificate that applies to the work
 - ii. the provisions of any bushfire code applying to the land specified in the certificate.

A5 The landowner may make minor alterations to any management actions as part of adaptive management, where the outcomes of monitoring, including documented observations of the landowner or his/her servant, lessee, agent or licensee/s, indicate that the minor alterations to the management actions are required to improve biodiversity values in accordance with the biobanking agreement. The landowner must document the minor alterations made to the management actions and the reasons for the alterations, and retain a record of the documentation and include it in the annual report.

B Timing for carrying out management actions

B1 An obligation to carry out a management action (or implement and comply with a management plan):

- (i) will commence on the commencement date or first payment date (as indicated); and
- (ii) must be carried out in perpetuity

unless otherwise indicated in Sections 1 to 4 of this Annexure C.

B2 The landowner must ensure that if a timeframe is specified in Sections 1 to 4 within which a management action (or provision of a management plan is to be carried out), that the management action is carried out within that timeframe.

B3 For the avoidance of doubt, an obligation to carry out a management action within a specified timeframe continues until the management action has been carried out even if the time for compliance has passed.

Section 1: Standard management actions

Standard management actions		Timing
Item 1	Management of grazing for conservation	
1.1	<p>Stock must not be permitted to graze in any area of the biobank site.</p> <p>Specific requirements:</p> <p>Existing stock proof fencing and gates identified in the Property Management Actions map dated 14/12/2010 contained in Annexure A to this agreement as 'Existing fence - maintain' or 'Existing gate - maintain' must be retained and maintained to exclude livestock from the biobank site.</p> <p>Fencing and gates identified in the Property Management Actions map dated 14/12/2010 contained in Annexure A to this agreement as 'New fence - install' or 'New gate – install' must be installed at the commencement of this agreement and maintained to exclude livestock from the biobank site.</p> <p>Fencing identified in the Property Management Actions map dated 14/12/2010 contained in Annexure A to this agreement as 'Existing fence – remove and install new', must be removed and new fencing installed at the commencement of this agreement and maintained to exclude livestock from the biobank site.</p> <p>Fencing identified in the Property Management Actions map dated 14/12/2010 contained in Annexure A to this agreement as 'Existing fence - remove', must be removed at the commencement of this agreement.</p> <p>Fencing removal will involve the removal of wire only with the posts remaining in the ground.</p> <p>Barbed wire will not to be used in any new or replacement fencing as it is a potential hazard for wildlife.</p>	Ongoing from first payment date
1.2	This item is not applicable.	
1.3	This item is not applicable.	
1.4	If, at any time, the landowner observes stock in any area of the biobank site, other than an area on the biobank site where grazing is permitted, the landowner must take necessary measures to remove the stock from the area immediately.	Ongoing from commencement date.
Item 2	Weed control	
2.1	<p>The landowner must implement and at all relevant times, comply with the integrated weed management plan in Section 3 ('the weed management plan') or such updated integrated weed management plan as has been approved by the Director General under item 2.2 below).</p> <p>To allow for adaptive management, minor alterations can be</p>	Ongoing from first payment date.

	<p>made to the implementation of the weed management plan. Any alterations must be recorded in writing in accordance with Section 3 of this Annexure.</p>	
<p>2.2</p>	<p>The weed management plan must be reviewed at intervals of no less than 4 years and no more than 6 years by an appropriately qualified person that is independent of the project manager or bush regeneration contractor working on the biobank site. The review is to consider the efficacy of the management actions in the plan and consider the effectiveness of the matters contained in the current plan that are outlined in the dot points below. Notification of the date of the review commencement must be provided to the Director General in writing within 14 days of the commencement of the review. The findings of the review must be submitted to the Director General within 3 months of commencing the review.</p> <p>Where the Director General determines from the review that an update of the plan is required, the Director General will notify the landowner in writing that an update of the plan is required.</p> <p>The landowner must update the plan and submit it to the Director General for approval within 3 months of receiving written notification from the Director General that an update of the plan is required. At the same time as submitting the revised plan, the landowner must also submit to the Director General:</p> <ul style="list-style-type: none"> • a statement that identifies and justifies any changes to the actions in the previous plan, including any changes to the level of effort required by those actions. <p>The revised plan and statement must be prepared by an appropriately qualified person that is independent of the project manager or bush regeneration contractor working on the biobank site. The revised plan must cover the matters outlined below and any additional matters specified by the Director General in writing:</p> <ul style="list-style-type: none"> • a description of the target weed/s at the biobank site and their location/s, linked to each management zone where weeds are present • the method/s of weed control in each management zone • the frequency of weed control activities at the site, taking into account management practices where weeds are providing habitat for native species • the timing of any planting of native plant species required in each management zone to provide alternative habitat for native species affected by weed control activities • methods for monitoring the success of weed control activities • a timetable/measures for inspections to identify new weed species or exotic plant species (including noxious weeds under the <i>Noxious Weeds Act 1993</i>) • additional weed control activities to destroy or remove any new weed species that are found on the site • measures for assessing and reporting monitoring results 	<p>Ongoing from first payment date.</p>

	<ul style="list-style-type: none">• a diary for recording actions taken in accordance with the weed management plan and minor alterations to this plan permitted for adaptive management. The details (management zone/s, date, alternative action) and reasons for the minor alterations must be recorded in the diary.	
--	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

Item 3	Management of fire for conservation	
3.1	<p>The landowner must implement, and at all relevant times comply with, the fire management plan included in Section 3 (or such updated fire management plan as has been approved by the Director General under item 3.2 below) (‘the fire management plan’). To allow for adaptive management and weather conditions, minor alterations can be made to the implementation of the fire management plan, and must be recorded in writing in accordance with Section 3 of this Annexure.</p>	<p>Ongoing from first payment date.</p>
3.2	<p>The fire management plan must be reviewed at intervals of no less than 4 years and no more than 6 years by an appropriately qualified person that is independent of the project manager or bush regeneration contractor working on the biobank site. The review is to consider the efficacy of the management actions in the plan and consider the effectiveness of the matters contained in the current plan that are outlined in the dot points below. Notification of the date of the review commencement must be provided to the Director General in writing within 14 days of the commencement of the review. The findings of the review must be submitted to the Director General within 3 months of commencing the review.</p> <p>Where the Director General determines from the review that an update of the fire management plan is required, the Director General will notify the landowner in writing that an update of the plan is required.</p> <p>The landowner must update the plan and submit it to the Director General for approval within 3 months of receiving written notification from the Director General that an update of the plan is required. At the same time as submitting the revised plan, the landowner must also submit to the Director General:</p> <ul style="list-style-type: none"> • a statement that identifies and justifies any changes to the actions in the previous plan, including any changes to the level of effort required by those actions. <p>The revised plan and statement must be prepared by an appropriately qualified person that is independent of the project manager or bush regeneration contractor working on the biobank site. The revised plan must cover the matters outlined below and any additional matters specified by the Director General in writing:</p> <ul style="list-style-type: none"> • the year the last fire went through, the type of fire and the extent of the fire and location, where known • frequency of natural fires in the area of the biobank site, where known • a description of locations and management zones where ecological burns will be conducted and areas that will not be burnt • the methods that will be used for ecological burns • the fire frequency intervals recommended for the vegetation types and threatened species present, including any required adjustment to the schedule in the event of a wildfire or activities undertaken under the <i>Rural Fires Act 1997</i> to 	<p>Ongoing from first payment date.</p>

	<p>ensure minimum frequency between ecological burns</p> <ul style="list-style-type: none"> • the fire intensity for the recommended vegetation types • the time of year suitable for ecological burns • the diary for recording actions taken in accordance with the fire management plan and minor alterations to the fire management plan permitted for adaptive management. The details (management zone/s, date, alternative action) and reasons for the minor alterations must be recorded in the diary. 	
3.3	<p>Fires must not be lit on the biobank site other than for the purpose of ecological burning in accordance with the fire management plan or as permitted as a permissible human activity on the biobank site under item 4 of this Annexure or clause 3 of this agreement.</p>	<p>Ongoing from commencement date.</p>
Item4	Management of human disturbance	
4.1	<p>Except as permitted under clause 3 of this agreement or item 4.2 (below), human activities that adversely affect biodiversity values on the biobank site, including repeated disturbance of native animals, must not be carried out, or caused or permitted to be carried out, on the biobank site.</p>	<p>Ongoing from commencement date.</p>
4.2	<p>Human activities that may have a negative impact on biodiversity values on the biobank site are permitted if they are listed as permissible activities under clause 3 of this agreement or if they are undertaken as part of the agreed management actions or management plan.</p>	<p>Ongoing from commencement date.</p>
4.3	<p>All waste at the locations identified as 'Dumped Rubbish - remove' on the Property Management Actions map dated 14/12/2010 contained in Annexure A to this agreement must be removed from the biobank site in an appropriate manner.</p>	<p>To be completed within 12 months of first payment date.</p>
4.4	<p>The landowner must not store, dispose of, or cause or permit to be disposed of, any waste on the biobank site.</p> <p>Note: The storage or disposal of waste on the biobank site may require an approval under the <i>Protection of the Environment Operations Act 1997</i>.</p>	<p>Ongoing from commencement date.</p>
4.5	<p>The landowner must take all reasonable steps to remove waste deposited by others on the biobank site, or which is otherwise present on the biobank site.</p>	<p>Ongoing from first payment date.</p>
4.6	<p>Signage must be installed and maintained along the Appin Road boundary of the biobank site and all access gates into the biobank site to deter waste dumping. (Gates are identified in the Property Management Actions map (dated 14/12/2010) contained in Annexure A.)</p> <p>Signage to be purchased from OEH. Signs must be replaced if the writing or images on the sign are no longer clearly visible or are illegible.</p> <p>Specific requirements:</p> <p>A minimum of 4 standard biobank signs must be installed along the Appin Road boundary of the site and one standard biobank sign installed on each of the eight gates into the biobank site (ie 12 signs in total).</p>	<p>Signs to be installed within 3 months from the first payment date and maintained in perpetuity.</p>

<p>Item5</p>	<p>Retention of regrowth and remnant native vegetation</p> <p>Note: An approval under the <i>Native Vegetation Act 2003</i> may be required to carry out thinning or any other removal or damage to vegetation under this item.</p>	
<p>5.1</p>	<p>Native vegetation (whether remnant native vegetation or regrowth) on the biobank site must not be cut down, felled, thinned, logged, killed, destroyed, poisoned, ringbarked, uprooted, burnt or otherwise removed, except in accordance with items 5.2 and noted below, or if it is required as part of the management actions or it is essential for the carrying out of permissible development under clause 3.5 of this biobanking agreement.</p>	<p>Ongoing from commencement date.</p>
<p>5.2</p>	<p>Native vegetation on the biobank site must not be burnt except in accordance with the fire management plan prepared pursuant to item 3.1 above.</p>	<p>Ongoing from commencement date.</p>
	<p>Note: Native vegetation on the biobank site may be managed to improve biodiversity values by thinning to benchmark stem densities over no more than 80% of each management zone. Benchmark stem densities has the same meaning as defined in the Vegetation Benchmark Database as published by OEH and updated from time to time.</p>	
<p>Item 6</p>	<p>Replanting or supplementary planting where natural regeneration will not be sufficient</p>	
<p>6.1</p>	<p>Planting or seeding of the native groundcover/shrub/tree species indicated in the planting schedule for the biobank site must be undertaken in the areas of planting and within the timeframe indicated in the planting schedule for the biobank site. If the landowner cannot complete the planting within the timeframe indicated in the planting schedule due to local weather conditions, the landowner must complete the planting as soon as possible after that date and must make a record of and retain the reasons why the planting was not completed by the required time for inclusion in the annual report.</p> <p>Appropriate site treatment (e.g. weed control) of each area of planting or seeding identified in the planting schedule for the biobank site must be undertaken prior to such planting.</p> <p>Specific requirements:</p> <p><u>Seed Collection and Propagation</u></p> <ul style="list-style-type: none"> All seed used in the project will be collected as close as possible to the site. If possible Eucalypt seed should be sourced off the biobank site but elsewhere on the property or from neighbouring properties (to increase genetic diversity). If possible seed for smaller plants should be collected from the biobank site or elsewhere on the property. <p><u>Site preparation</u></p> <ul style="list-style-type: none"> Establish random rip lines throughout the revegetation site to a minimum depth of 300–600 mm deep. Avoid straight line ripping. No ripping will be undertaken within 15 m of canopy trees. Rest rip lines for eight weeks prior to planting to allow the soil to settle. Herbaceous weeds in the revegetation site are to be spot 	<p>Commencing from first payment date.</p>

	<p>sprayed within 8 weeks after ripping and within at least two weeks prior to planting.</p> <p><u>Planting requirements</u></p> <ul style="list-style-type: none"> Planting should be undertaken during the months of March, April and/or May unless there are adverse weather conditions that prevent this. In this case the decision for when it is best to undertake planting will be left to the bush regenerator in consultation with the landowner. Install a soil conditioner (eg. Terraform or TerraCottem) in planting holes prior to planting. <p><u>Plant maintenance</u></p> <ul style="list-style-type: none"> Plants will be ‘watered-in’ on the day of planting and twice in the week thereafter. Tree guards will be installed around each plant and maintained for 3 years from the planting date. 	
6.2	This item is not applicable	
6.3	<p>The landowner must survey each area of planting or seeding established under item 6.1 above and document them to determine whether the planted plants or seeds have established and survived, and retain the findings in accordance with the record keeping requirements.</p> <p>If, after the first survey or subsequent surveys, the establishment and survival rate of plants in an area of planting or seeding are below those usual for the species and region (i.e. below 85% establishment rate) then the landowner must supplement the planting in the adversely affected areas within a reasonable timeframe (usually within 12 months, though this can be varied and recorded in a diary with reasons for variation, if the weather is unsatisfactory for the establishment and survival of plants or seeds).</p>	<p>Conduct the first survey 24 months after the completion of planting or seeding in each area of planting or seeding, and then every 12 months thereafter.</p>
6.4	<p>Areas of planting and seeding must be managed as required by item 6.1 to assist the establishment and survival of native plant species.</p> <p>Management includes watering, slashing, scalping, spraying of weeds, and plant replacement at strategic times of the year to control weeds to improve biodiversity values. The dates of planting must be recorded in accordance with the record keeping requirements.</p>	<p>As required by item 6.1, from the date that planting or seeding areas are established.</p>
6.5	This item is not applicable.	

6.6 Planting schedule at the biobank site

Species' common name	Species' scientific name	Management zone/s of planting	Number of plants per area	Planting method	Timing (months from first payment date)
Cumberland Shale Hills Woodland					
Narrow-leaved Ironbark	<i>Eucalyptus crebra</i>	CSHW_RV	100	Tubestock	Within 36 months
Grey Box	<i>Eucalyptus moluccana</i>	CSHW_RV	50	Tubestock	Within 36 months
Forest Red Gum	<i>Eucalyptus tereticornis</i>	CSHW_RV	150	Tubestock	Within 36 months
Sydney Green Wattle	<i>Acacia decurrens</i>	CSHW_RV	100	Tubestock	Within 36 months
Sickle Wattle	<i>Acacia falcata</i>	CSPW_RV	80	Tubestock	Within 36 months
Hickory Wattle	<i>Acacia implexa</i>	CSHW_RV	140	Tubestock	Within 36 months
Parramatta Green Wattle	<i>Acacia parramattensis</i>	CSHW_RV	60	Tubestock	Within 36 months
Native Indigo	<i>Indigofera australis</i>	CSHW_RV	100	Tubestock	Within 36 months
Blackthorn	<i>Bursaria spinosa</i>	CSHW_RV	180	Tubestock	Within 36 months
Coffee Bush	<i>Breynia oblongifolia</i>	CSHW_RV	80	Tubestock	Within 36 months
Cumberland Shale Plains Woodland					
Narrow-leaved Ironbark	<i>Eucalyptus crebra</i>	CSPW_RV	20	Tubestock	Within 36 months
Broad-leaved Ironbark	<i>Eucalyptus fibrosa</i>	CSPW_RV	20	Tubestock	Within 36 months
Spotted Gum	<i>Corymbia maculata</i>	CSPW_RV	20	Tubestock	Within 36 months
Grey Box	<i>Eucalyptus moluccana</i>	CSPW_RV	50	Tubestock	Within 36 months
Forest Red Gum	<i>Eucalyptus tereticornis</i>	CSPW_RV	70	Tubestock	Within 36 months
Sydney Green Wattle	<i>Acacia decurrens</i>	CSPW_RV	50	Tubestock	Within 36 months
Sickle Wattle	<i>Acacia falcata</i>	CSPW_RV	70	Tubestock	Within 36 months
Parramatta Green Wattle	<i>Acacia parramattensis</i>	CSPW_RV	50	Tubestock	Within 36 months
Black She-oak	<i>Allocasuarina littoralis</i>	CSPW_RV	50	Tubestock	Within 36 months
Native Indigo	<i>Indigofera australis</i>	CSPW_RV	50	Tubestock	Within 36 months

Blackthorn	<i>Bursaria spinosa</i>	CSPW_RV	90	Tubestock	Within 36 months
Gorse Bitter Pea	<i>Daviesia ulicifolia</i>	CSPW_RV	50	Tubestock	Within 36 months
Coffee Bush	<i>Breynia oblongifolia</i>	CSPW_RV	50	Tubestock	Within 36 months

Item7	Retention of dead timber	
7.1	Dead timber (whether standing or fallen and including branches and leaf litter) must not be removed from or moved within the biobank site.	Ongoing from commencement date.
7.2	<p>Timber from outside the biobank site may be introduced to and placed on the biobank site to improve biodiversity values. Once the timber has been brought onto the site, it is subject to the requirements of item 7.1 above.</p> <p>Timber brought from outside the biobank site must be documented by the landowner in writing and records must be kept in accordance with the record keeping requirements. The landowner must record the approximate amount of timber brought from outside the biobank site, the location where the timber was placed on the biobank site and the date on which it was placed (month, year).</p>	When required but not required before the first payment date.
Item8	Erosion control	
8.1	<p>All reasonable steps must be undertaken to prevent, control and remedy erosion on the biobank site.</p> <p>Soil management for preventing and controlling erosion is to be undertaken using best practice management, such as that developed by the Soil Conservation Service, applied as relevant for the biobank site.</p>	Commencing from first payment date.
Item9	Retention of rocks	
9.1	The landowner must not remove, or cause or permit to be removed, rocks from the biobank site or move, or cause or permit to be moved, rocks within the biobank site.	Ongoing from commencement date.
9.2	This item is not applicable.	

Section 2: Additional management actions

Additional management actions		Timing
Item 10	Control of feral and overabundant native herbivores	
10.1	<p>The landowner must implement, and at all relevant times comply with, the management plan to control feral and overabundant native herbivores included in Section 4 (or such updated management plan as has been approved by the Director General under item 10.2 below) (‘the feral and overabundant native herbivores management plan’). To allow for adaptive management, minor alterations can be made to the implementation of the feral and overabundant native herbivores management plan, which must be recorded in writing in accordance with Section 3 of this Annexure.</p> <p>Note: A licence under Section 121 of the <i>National Parks and Wildlife Act 1974</i> may be required to control overabundant native herbivores.</p>	Commencing from first payment date.
10.2	<p>The feral and overabundant herbivores management plan must be reviewed at intervals of no less than 4 years and no more than 6 years by an appropriately qualified person that is independent of the project manager or bush regeneration contractor working on the biobank site. The review is to consider the efficacy of the management actions in the plan and consider the effectiveness of the matters contained in the plan that are outlined in the dot points below. Notification of the date of the review commencement must be provided to the Director General in writing within 14 days of the commencement of the review. The findings of the review must be submitted to the Director General within 3 months of commencing the review.</p> <p>Where the Director General determines from the review that an update of the feral and overabundant herbivores management plan is required, the Director General will notify the landowner in writing that an update of the plan is required and the landowner must update the plan and submit the amended plan to the Director General for approval within 3 months of receiving written notification from the Director General that an update of the plan is required. At the same time as submitting the revised plan, the landowner must also submit to the Director General:</p> <ul style="list-style-type: none"> a statement that identifies and justifies any changes to the actions in the previous plan, including any changes to the level of effort required by those actions. <p>The revised plan and statement must be prepared by an appropriately qualified person that is independent of the project manager or bush regeneration contractor working on the biobank site. The revised plan must cover the matters outlined below and any additional matters specified by the Director General in writing:</p> <ul style="list-style-type: none"> a description of the feral or overabundant native herbivore/s consideration of relevant current OEH and other pest 	Commencing from first payment date.

	<p>management programs and methods</p> <ul style="list-style-type: none"> • the method/s for feral and overabundant native herbivore control in each management zone, determined in accordance with best practice management • the frequency and timing of the control actions in each management zone • methods for monitoring the success of the pest control actions • a timetable and measures for inspections to identify new feral or overabundant native herbivores that may adversely affect biodiversity values on the biobank site • additional control actions to destroy or remove any new feral and overabundant native herbivore pest species that occur on site • measures for assessing and reporting monitoring results • a diary for recording actions taken in accordance with the feral and overabundant herbivores management plan to control feral and overabundant native herbivores and minor alterations to this plan permitted for adaptive management. The details (management zone/s, date, alternative action) and reasons for the minor alterations must be recorded in the diary. 	
<p>Item 11</p>	<p>Vertebrate pest management – foxes and cats</p>	
<p>11.1</p>	<p>The landowner must implement, and at all relevant times comply with, the vertebrate pest management plan included in Section 4 (or such updated vertebrate pest management plan as has been approved by the Director General under item 11.2 below) (‘the vertebrate pest management plan’). To allow for adaptive management, minor alterations can be made to the implementation of the vertebrate pest management plan, but these must be recorded in writing in accordance with Section 3 of this Annexure.</p>	<p>Commencing from first payment date.</p>
<p>11.2</p>	<p>The vertebrate pest management plan must be reviewed at intervals of no less than 4 years and no more than 6 years by an appropriately qualified person that is independent of the project manager or bush regeneration contractor working on the biobank site. The review is to consider the efficacy of the management actions in the plan and consider the effectiveness of the matters contained in the current plan that are outlined in the dot points below. Notification of the review commencement must be provided to the Director General in writing within 14 days of the commencement. The findings of the review must be submitted to the Director General within 3 months of commencing the review.</p> <p>Where the Director General determines from the review that an update of the plan is required, the Director General will notify the landowner in writing that an update of the plan is required.</p> <p>The landowner must update the plan and submit it to the Director General for approval within 3 months of receiving written notification from the Director General that an update of the plan is required. At the same time as submitting the revised plan, the landowner must also submit to the Director General:</p> <ul style="list-style-type: none"> • a statement that identifies and justifies any changes to the 	<p>Commencing from first payment date.</p>

	<p>actions in the previous plan, including any changes to the level of effort required by those actions.</p> <p>The revised plan and statement must be prepared by an appropriately qualified person that is independent of the project manager or bush regeneration contractor working on the biobank site. The revised plan must cover the matters outlined below and any additional matters specified by the Director General in writing:</p> <ul style="list-style-type: none"> • a description of the target fauna species e.g. pigs, foxes or other species such as feral dogs or goats • consideration of relevant current OEH and other pest management programs • the method/s of vertebrate pest control in each management zone determined in accordance with best management practice • the frequency and timing of vertebrate pest control actions in each management zone • methods for monitoring the success of vertebrate pest control actions • a timetable and measures for inspections to identify new vertebrate pest species that may negatively impact on threatened species on the biobank site • additional vertebrate pest control actions to destroy or remove any new vertebrate pest species that occur on-site • measures for assessing and reporting monitoring results • a diary for recording actions taken in accordance with the vertebrate pest management plan and minor alterations to this plan permitted for adaptive management. The details (management zone/s, date, alternative actions) and reasons for the minor alterations must be recorded in the diary. 	
<p>Item 12</p>	<p>Nutrient control</p>	
<p>12.1</p>	<p>Fertilisers, pesticides and herbicides must not be applied on the biobank site, except where required to undertake the management actions. Use of fertilisers for establishing native vegetation through planting or seeding, use of herbicides for controlling weeds or use of pesticides for controlling vertebrate pests or feral herbivores can be undertaken in accordance with best practice management when required to undertake the management actions.</p>	<p>Ongoing from commencement date.</p>
<p>Item 13</p>	<p>Maintenance or reintroduction of natural flow regimes</p>	
<p>13.1</p>	<p>This item is not applicable</p>	
<p>13.2</p>	<p>This item is not applicable</p>	
<p>13.3</p>	<p>Artificial structures such as dams or levee banks that impede the natural flow regimes on the biobank site must not be constructed</p>	<p>Ongoing from commencement date.</p>

	unless approved by the Director General in writing for the purpose of restoring natural flows.	
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Section 3: Standard management plans

Weed types				
Weed	Common name of target weed	Scientific name of target weed	Description of infestation	Management zone/s
Woody weed	Silky Oak	<i>Grevillea robusta</i>	Scattered individuals in disturbed CSPW	CSPW_FC_1/3
Woody weed	Lantana	<i>Lantana camara</i>	Minor infestations in CSPW, CSHW and disturbed SSTF	CSHW_FC_1/2/3 CSHW_RC/RV CSPW_FC_1/2/3/4/5 CSHW_RC/RV SSTF_LSI_2/3/4/5
Woody weed	African Boxthorn	<i>Lycium ferocissimum</i>	Scattered individuals in CSPW, CSHW and disturbed SSTF	CSHW_FC_1/2/3 CSHW_RC/RV CSPW_FC_1/2/3/4/5 CSHW_RC/RV SSTF_LSI_2/3/4/5
Woody weed	African Olive	<i>Olea europaea ssp.cuspidata</i>	Significant infestations in CSPW and CSHW with canopy and disturbed SSTF	CSHW_FC_1/2/3 CSPW_FC_1/2/3/4/5 SSTF_LSI_2/3/4/5
Woody weed	Sweet Pittosporum	<i>Pittosporum undulatum</i>	Scattered individuals throughout site	All
Woody weed	Polygala	<i>Polygala virgata</i>	Scattered individuals in CSPW and CSHW	CSHW_FC_1/2/3 CSHW_RC/RV CSPW_FC_1/2/3/4/5 CSHW_RC/RV
Woody weed	Blackberry	<i>Rubus fruticosus</i> agg.	Scattered individuals in CSPW, CSHW and disturbed SSTF	CSHW_FC_1/2/3 CSHW_RC/RV CSPW_FC_1/2/3/4/5 CSHW_RC/RV SSTF_LSI_2/3/4/5
Woody weed	Jerusalem Cherry	<i>Solanum pseudocapsicum</i>	Scattered individuals in CSPW and CSHW with canopy and disturbed SSTF	CSHW_FC_1/2/3 CSPW_FC_1/2/3/4/5/EA SSTF_LSI_2/3/4/5/EA
Succulent	Spider Plant	<i>Chlorophytum comosum</i>	Scattered individuals and some significant localised infestations in CSPW and CSHW with canopy and disturbed SSTF	CSHW_FC_1/2/3 CSPW_FC_1/2/3/4/5 SSTF_LSI_2/3/4/5
Succulent	Giant Cabuya	<i>Furcraea foetida</i>	Significant localised infestation	SSTF_LSI_5
Succulent	Common Prickly Pear	<i>Opuntia stricta</i>	Scattered individuals in CSPW and CSHW with canopy and disturbed SSTF	CSHW_FC_1/2/3 CSPW_FC_1/2/3/4/5 SSTF_LSI_2/3/4/5
Exotic vine	Moth Vine	<i>Araujia sericifera</i>	Scattered individuals and minor infestations in CSPW and CSHW with canopy and disturbed SSTF	CSHW_FC_1/2/3 CSPW_FC_1/2/3/4/5/EA SSTF_LSI_2/3/4/5/EA
Exotic vine	Bridal Creeper	<i>Asparagus asparagoides</i>	Numerous minor infestations in more disturbed areas, scattered individuals throughout site	All

Exotic vine	Cape Ivy	<i>Delairea odorata</i>	Significant localised infestations in CSHW with canopy, scattered individuals in disturbed CSPW and SSTF with canopy	CSHW_FC_1/2/3 CSPW_FC_1/2/3/4/5 SSTF_LSI_2/3/4/5
Exotic vine	Honeysuckle	<i>Lonicera</i> sp	Scattered individuals in CSPW and CSHW with canopy and disturbed SSTF	CSHW_FC_1/2/3 CSPW_FC_1/2/3/4/5 SSTF_LSI_2/3/4/5
Exotic grass	Silvery Hairgrass	<i>Aira cupaniana</i>	Minor infestation in CSPW, possibly also present in CSHW	CSPW_FC_1/2/3/4/5 CSPW_RC/RV CSHW_FC_1/2/3 CSHW_RC/RV
Exotic grass	Whiskey Grass	<i>Andropogon virginicus</i>	Minor infestations in CSPW, CSHW and disturbed SSTF. Significant infestations in areas without canopy.	CSHW_FC1/2/3 CSHW_RC/RV CSPW_FC_1/2/3/4/5 CSPW_RC/RV SSTF_LSI_2/3/4/5
Exotic grass	Carpet Grass	<i>Axonopus fissifolius</i>	Minor infestations in CSPW, CSHW and disturbed SSTF. Significant infestations in areas without canopy.	CSHW_RC/RV CSPW_RC/RV SSTF_LSI_2/3/4/5
Exotic grass	Shaking Grass	<i>Briza maxima</i>	Minor infestations in CSPW and CSHW areas with reduced canopy	CSHW_RC/RV CSPW_RC/RV
Exotic grass	Shivery Grass	<i>Briza minor</i>	Scattered individuals in CSPW, CSHW and disturbed SSTF. Significant infestations in areas without canopy.	CSHW_FC1/2/3 CSHW_RC/RV CSPW_FC_1/2/3/4/5 CSPW_RC/RV SSTF_LSI_2/3/4/5
Exotic grass	Chilean Quaking Grass	<i>Briza subaristata</i>	Scattered individuals in CSPW, CSHW and disturbed SSTF. Significant infestations in areas without canopy.	CSHW_FC1/2/3 CSHW_RC/RV CSPW_FC_1/2/3/4/5 CSPW_RC/RV SSTF_LSI_2/3/4/5
Exotic grass	Prairie Grass	<i>Bromus catharticus</i>	Scattered individuals in CSPW, CSHW and disturbed SSTF. Minor infestations in areas without canopy.	CSHW_FC1/2/3 CSHW_RC/RV CSPW_FC_1/2/3/4/5 CSPW_RC/RV SSTF_LSI_2/3/4/5
Exotic grass	Soft Brome	<i>Bromus molliformis</i>	Scattered individuals in CSPW, CSHW and disturbed SSTF. Significant infestations in areas without canopy.	CSHW_FC1/2/3 CSHW_RC/RV CSPW_FC_1/2/3/4/5 CSPW_RC/RV SSTF_LSI_2/3/4/5
Exotic grass	-	<i>Digitaria ischaemum</i>	Minor infestations in CSPW and CSHW areas with reduced canopy	CSHW_RC/RV CSPW_RC/RV
Exotic grass	Ehrharta	<i>Ehrharta erecta</i>	Significant infestations in CSPW, CSHW and disturbed SSTF.	CSHW_FC1/2/3 CSHW_RC/RV CSPW_FC_1/2/3/4/5/EA CSPW_RC/RV SSTF_LSI_2/3/4/5/ES
Exotic grass	Common Paspalum	<i>Paspalum dilatatum</i>	Significant infestations in CSPW, CSHW and disturbed SSTF.	CSHW_FC1/2/3 CSHW_RC/RV CSPW_FC_1/2/3/4/5/EA CSPW_RC/RV SSTF_LSI_2/3/4/5/EA
Exotic grass	Kikuyu	<i>Pennisetum clandestinum</i>	Minor infestations in CSPW and CSHW areas with reduced canopy and disturbed SSTF	CSHW_RC/RV CSPW_RC/RV SSTF_LSI_2/3/4/5

Exotic grass	Rye grasses	<i>Lolium</i> spp.	Significant infestations in CSPW, CSHW and disturbed SSTF	CSHW_FC1/2/3 CSHW_RC/RV CSPW_FC_1/2/3/4/5 CSPW_RC/RV SSTF_LSI_2/3/4/5
Exotic grass	Parramatta Grass	<i>Sporobolus africanus</i>	Minor infestations in CSPW and CSHW areas with reduced canopy	CSHW_RC/RV CSPW_RC/RV
Exotic grass	Squirrel Tail Fescue	<i>Vulpia bromoides</i>	Minor infestations in CSPW and CSHW areas with reduced canopy	CSHW_RC/RV CSPW_RC/RV
Exotic forb	Crofton Weed	<i>Ageratina adenophora</i>	Minor infestations in CSPW and CSHW areas	CSHW_FC1/2/3 CSHW_RC/RV CSPW_FC_1/2/3/4/5 CSPW_RC/RV
Exotic forb	Pimpernel	<i>Anagallis arvensis</i>	Minor infestations in CSPW, CSHW and disturbed SSTF.	CSHW_FC1/2/3 CSHW_RC/RV CSPW_FC_1/2/3/4/5/EA CSPW_RC/RV SSTF_LSI_2/3/4/5/EA
Exotic forb	Capeweed	<i>Arctotheca calendula</i>	Scattered individuals in CSPW and CSHW areas with reduced canopy	CSHW_RC/RV CSPW_RC/RV
Exotic forb	Asparagus	<i>Asparagus officinalis</i>	Scattered individuals in CSPW and CSHW areas	CSHW_FC1/2/3 CSHW_RC/RV CSPW_FC_1/2/3/4/5 CSPW_RC/RV
Exotic forb	Cobblers Peg	<i>Bidens pilosa</i>	Minor infestations in CSPW, CSHW and disturbed SSTF.	CSHW_FC1/2/3 CSHW_RC/RV CSPW_FC_1/2/3/4/5/EA CSPW_RC/RV SSTF_LSI_2/3/4/5/EA
Exotic forb	Common Centaury	<i>Centaureum erythraea</i>	Scattered individuals in CSPW and CSHW areas	CSHW_FC1/2/3 CSHW_RC/RV CSPW_FC_1/2/3/4/5 CSPW_RC/RV
Exotic forb	Mouse-ear Chickweed	<i>Cerastium glomeratum</i>	Minor infestations in CSPW, CSHW and disturbed SSTF.	CSHW_FC1/2/3 CSHW_RC/RV CSPW_FC_1/2/3/4/5 CSPW_RC/RV SSTF_LSI_2/3/4/5
Exotic forb	Spear Thistle	<i>Cirsium vulgare</i>	Minor infestations in CSPW and CSHW areas	CSHW_FC1/2/3 CSHW_RC/RV CSPW_FC_1/2/3/4/5 CSPW_RC/RV
Exotic forb	Slender Celery	<i>Cyclosporum leptophyllum</i>	Scattered individuals in CSPW, CSHW and disturbed SSTF.	CSHW_FC1/2/3 CSHW_RC/RV CSPW_FC_1/2/3/4/5/EA CSPW_RC/RV SSTF_LSI_2/3/4/5/EA
Exotic forb	Facelis	<i>Facelis retusa</i>	Scattered individuals in CSPW and CSHW areas	CSHW_FC1/2/3 CSHW_RC/RV CSPW_FC_1/2/3/4/5 CSPW_RC/RV
Exotic forb	Fleabane	<i>Conyza</i> sp.	Scattered individuals in CSPW, CSHW and disturbed SSTF.	CSHW_FC1/2/3 CSHW_RC/RV CSPW_FC_1/2/3/4/5/EA CSPW_RC/RV

				SSTF_LSI_2/3/4/5/EA
Exotic forb	Small Bedstraw	<i>Galium murale</i>	Scattered individuals in CSPW and CSHW areas with reduced canopy	CSHW_RC/RV CSPW_RC/RV
Exotic forb	Spoonleaf Purple Everlasting	<i>Gamochaeta purpurea</i>	Scattered individuals in CSPW, CSHW and disturbed SSTF.	CSHW_FC1/2/3 CSHW_RC/RV CSPW_FC_1/2/3/4/5 CSPW_RC/RV SSTF_LSI_2/3/4/5
Exotic forb	Narrow-leaved Cotton Bush	<i>Gomphocarpus fruticosus</i>	Minor infestations in CSPW and CSHW areas with reduced canopy	CSHW_RC/RV CSPW_RC/RV
Exotic forb	St Johns Wort	<i>Hypericum perforatum</i>	Minor infestations in CSPW and CSHW areas with reduced canopy	CSHW_RC/RV CSPW_RC/RV
Exotic forb	Flatweed	<i>Hypochaeris</i> spp	Scattered individuals in CSPW, CSHW and disturbed SSTF.	CSHW_FC1/2/3 CSHW_RC/RV CSPW_FC_1/2/3/4/5/EA CSPW_RC/RV SSTF_LSI_2/3/4/5/EA
Exotic forb	-	<i>Juncus cognatus</i>	Minor infestations in CSPW and CSHW areas with reduced canopy	CSHW_RC/RV CSPW_RC/RV
Exotic forb	French Flax	<i>Linum trigynum</i>	Minor infestations in CSPW and CSHW areas	CSHW_FC1/2/3 CSHW_RC/RV CSPW_FC_1/2/3/4/5 CSPW_RC/RV
Exotic forb	Black Medic	<i>Medicago lupulina</i>	Scattered individuals in CSPW and CSHW areas	CSHW_FC1/2/3 CSHW_RC/RV CSPW_FC_1/2/3/4/5 CSPW_RC/RV
Exotic forb	Scotch Thistle	<i>Onopordum acanthium</i>	Scattered individuals in CSPW, CSHW and disturbed SSTF.	CSHW_FC1/2/3 CSHW_RC/RV CSPW_FC_1/2/3/4/5 CSPW_RC/RV SSTF_LSI_2/3/4/5
Exotic forb	Brazilian Whitlow	<i>Paronychia brasiliiana</i>	Scattered individuals in CSPW and CSHW areas	CSHW_FC1/2/3 CSHW_RC/RV CSPW_FC_1/2/3/4/5 CSPW_RC/RV
Exotic forb	Petrorragia	<i>Petrorragia velutina</i>	Scattered individuals in CSPW and CSHW areas	CSHW_FC1/2/3 CSHW_RC/RV CSPW_FC_1/2/3/4/5 CSPW_RC/RV
Exotic forb	Inkweed	<i>Phytolacca octandra</i>	Scattered individuals in CSPW, CSHW and disturbed SSTF.	CSHW_FC1/2/3 CSHW_RC/RV CSPW_FC_1/2/3/4/5 CSPW_RC/RV SSTF_LSI_2/3/4/5
Exotic forb	Lamb's Tongue	<i>Plantago lanceolata</i>	Scattered individuals in CSPW, CSHW and disturbed SSTF.	CSHW_FC1/2/3 CSHW_RC/RV CSPW_FC_1/2/3/4/5/EA CSPW_RC/RV SSTF_LSI_2/3/4/5/EA
Exotic forb	Onion Grass	<i>Romulea rosea</i>	Minor infestations in CSPW and CSHW areas	CSHW_FC1/2/3 CSHW_RC/RV CSPW_FC_1/2/3/4/5 CSPW_RC/RV
Exotic forb	Fireweed	<i>Senecio</i>	Scattered individuals and some significant	All

		<i>madagascariensis</i>	localised infestations throughout site	
Exotic forb	Field Madder	<i>Sherardia arvensis</i>	Minor infestations in CSPW and CSHW areas with reduced canopy	CSHW_RC/RV CSPW_RC/RV
Exotic forb	Paddy Lucerne	<i>Sida rhombifolia</i>	Scattered individuals and some minor infestations in CSPW, CSHW and disturbed SSTF.	CSHW_FC1/2/3 CSHW_RC/RV CSPW_FC_1/2/3/4/5/EA CSPW_RC/RV SSTF_LSI_2/3/4/5/EA
Exotic forb	Sisyrinchium	<i>Sisyrinchium</i> sp. A	Scattered individuals in CSPW and CSHW areas with reduced canopy	CSHW_RC/RV CSPW_RC/RV
Exotic forb	Black Nightshade	<i>Solanum nigrum</i>	Scattered individuals in CSPW, CSHW and disturbed SSTF.	CSHW_FC1/2/3 CSHW_RC/RV CSPW_FC_1/2/3/4/5/EA CSPW_RC/RV SSTF_LSI_2/3/4/5/EA
Exotic forb	Bindyi	<i>Soliva sessilis</i>	Minor infestations in CSPW and CSHW areas	CSHW_FC1/2/3 CSHW_RC/RV CSPW_FC_1/2/3/4/5 CSPW_RC/RV
Exotic forb	Beach weed	<i>Silene nocturna</i>	Scattered individuals in CSPW and CSHW areas with reduced canopy	CSHW_RC/RV CSPW_RC/RV
Exotic forb	Sowthistle	<i>Sonchus</i> spp	Scattered individuals in CSPW, CSHW and disturbed SSTF.	CSHW_FC1/2/3 CSHW_RC/RV CSPW_FC_1/2/3/4/5/EA CSPW_RC/RV SSTF_LSI_2/3/4/5/EA
Exotic forb	Common Chickweed	<i>Stellaria media</i>	Scattered individuals in CSPW, CSHW and disturbed SSTF.	CSHW_FC1/2/3 CSHW_RC/RV CSPW_FC_1/2/3/4/5/EA CSPW_RC/RV SSTF_LSI_2/3/4/5/EA
Exotic forb	Lesser Chickweed	<i>Stellaria pallida</i>	Scattered individuals in CSPW, CSHW and disturbed SSTF.	CSHW_FC1/2/3 CSHW_RC/RV CSPW_FC_1/2/3/4/5 CSPW_RC/RV/EA SSTF_LSI_2/3/4/5/EA
Exotic forb	Stinking Roger	<i>Tagetes minuta</i>	Scattered individuals in CSPW, CSHW and disturbed SSTF.	CSHW_FC1/2/3 CSHW_RC/RV CSPW_FC_1/2/3/4/5 CSPW_RC/RV SSTF_LSI_2/3/4/5
Exotic forb	Dandelion	<i>Taraxacum officinale</i>	Minor infestations in CSPW and CSHW areas	CSHW_FC1/2/3 CSHW_RC/RV CSPW_FC_1/2/3/4/5 CSPW_RC/RV
Exotic forb	Clover	<i>Trifolium</i> spp	Scattered individuals in CSPW and CSHW areas	CSHW_FC1/2/3 CSHW_RC/RV CSPW_FC_1/2/3/4/5 CSPW_RC/RV
Exotic forb	Purpletop	<i>Verbena bonariensis</i>	Scattered individuals in CSPW and CSHW areas and disturbed SSTF	CSHW_FC1/2/3 CSHW_RC/RV CSPW_FC_1/2/3/4/5 CSPW_RC/RV SSTF_LSI_2/3/4/5
Exotic forb	Veined Verbena	<i>Verbena rigida</i>	Scattered individuals in CSPW and CSHW areas	CSHW_FC1/2/3 CSHW_RC/RV

				CSPW_FC_1/2/3/4/5 CSPW_RC/RV
Methods of weed control				
Management zone/s	Weed /s	Method of weed control		Frequency (Year from first payment date)
All	All	All weed control activities will be undertaken by, or under the direct supervision of, an appropriately qualified bush regenerator		Ongoing from first payment date
CSHW_FC_1 CSPW_FC_1 CSPW_EA SSTF_LSI_1 SSTF_LSI_EA	All	<p>1. Weed control work within these management zones will involve:</p> <ul style="list-style-type: none"> the targeted treatment of all mature woody weeds and succulents using cut/paint, scrape/paint, drilling, hand-weeding and spot-spraying techniques as appropriate, and the targeted treatment of tall and seeding exotic forbs, grasses and vines using hand-weeding, skirting and spot-spraying as appropriate. <p>2. Weed control work within these management zones will involve:</p> <ul style="list-style-type: none"> the treatment of all woody weeds, succulents and exotic vines using a combination of cut/paint, scrape/paint, hand-weeding and spot-spraying techniques as appropriate, and the targeted treatment of exotic forbs and grasses with the aim of preventing the spread of existing infestations and gradually reducing their extent and percentage foliage cover over time using a combination of hand-weeding and spot-spraying. <p>3. The level of effort applied to weed control work within these management zones will be as follows:</p> <p>(a) A minimum of 445 hours work will be undertaken</p> <p>(b) A minimum of 320 hours work will be undertaken</p> <p>(c) A minimum of 135 hours work will be undertaken</p> <p>(d) A minimum of 65 hours of work will be undertaken</p>		<p>1. From start of Year 1 until end of Year 2</p> <p>2. Ongoing from start of Year 3</p> <p>3(a) Annually until end of Year 2</p> <p>3(b) Annually from start of Year 3 to end Year 5</p> <p>3(c) Annually from start of Year 6 until end of Year 10</p> <p>3(d) Ongoing annually from start of Year 11</p>
CSHW_FC_2 CSPW_FC_2 SSTF_LSI_2	All	<p>1. Weed control work within these management zones will involve:</p> <ul style="list-style-type: none"> the treatment of all woody weeds, succulents and exotic vines using cut/paint, scrape/paint, drilling, skirting, hand-weeding and spot-spraying techniques as appropriate, and the targeted treatment of tall and seeding exotic forbs and grasses using hand-weeding, spot-spraying and brush-cutting as appropriate. 		<p>1. From start of Year 1 until end of Year 2</p> <p>2. Ongoing</p>

		<p>2. Weed control work within these management zones will involve:</p> <ul style="list-style-type: none"> • the treatment of all woody weeds, succulents and exotic vines using a combination of cut/paint, scrape/paint, hand-weeding and spot-spraying techniques, and • the targeted treatment of exotic forbs and grasses with the aim of preventing the spread of existing infestations and gradually reducing their extent and percentage foliage cover over time using a combination of hand-weeding and spot-spraying. <p>3. The level of effort applied to weed control work within these management zones will be as follows:</p> <p>(a) A minimum of 160 hours work will be undertaken</p> <p>(b) A minimum of 150 hours work will be undertaken</p> <p>(c) A minimum of 80 hours work will be undertaken</p> <p>(d) A minimum of 35 hours of work will be undertaken</p>	<p>from the start of Year 3</p> <p>3(a) Annually from the start of Year 1 until end of Year 2</p> <p>3(b) Annually from the start of Year 3 until end of Year 5</p> <p>3(c) Annually from start of Year 6 until end of Year 10</p> <p>3(d) Ongoing annually from start of Year 11</p>
<p>CSHW_FC_3 CSPW_FC_3</p>	<p>All</p>	<p>1. Weed control work within these management zones will involve:</p> <ul style="list-style-type: none"> • the targeted treatment of all mature woody weeds, succulents and exotic vines using cut/paint, scrape/paint, drilling, skirting, hand-weeding and spot-spraying techniques as appropriate, and • the targeted treatment of tall and seeding exotic forbs and grasses using hand-weeding, spot-spraying and brush-cutting as appropriate. <p>2. Weed control work within these management zones will involve:</p> <ul style="list-style-type: none"> • the treatment of all woody weeds, succulents and exotic vines using a combination of cut/paint, scrape/paint, hand-weeding and spot-spraying techniques, and • the targeted treatment of exotic forbs and grasses with the aim of preventing the spread of existing infestations and gradually reducing their extent and percentage foliage cover over time using a combination of hand-weeding and spot-spraying. <p>3. The level of effort applied to weed control work within these management zones will be as follows:</p> <p>(a) A minimum of 75 hours work will be undertaken</p> <p>(b) A minimum of 75 hours work will be undertaken</p> <p>(c) A minimum of 30 hours work will be undertaken</p> <p>(d) minimum of 15 hours of work will be undertaken</p>	<p>1. From start of Year 1 until end of Year 2</p> <p>2. Ongoing from the start of Year 3</p> <p>3(a) Annually from the start of Year 1 until end of Year 2</p> <p>3(b) Annually from the start of Year 3 until end of Year 5</p> <p>3(c) Annually from start of Year 6 until end of Year 10</p>

			3(d) Ongoing annually from start of Year 11
CSHW_RC CSPW_RC	All	<p>1. Weed control work within these management zones will involve:</p> <ul style="list-style-type: none"> the treatment of all woody weeds, succulents and exotic vines using cut/paint, scrape/paint, drilling, skirting, hand-weeding and spot-spraying techniques as appropriate, and the targeted treatment of tall and seeding exotic forbs and grasses using hand-weeding, spot-spraying and brush-cutting as appropriate. <p>2. Weed control work within these management zones will involve:</p> <ul style="list-style-type: none"> the treatment of all woody weeds, succulents and exotic vines using a combination of cut/paint, scrape/paint, hand-weeding and spot-spraying techniques, and the targeted treatment of exotic forbs and grasses with the aim of preventing the spread of existing infestations and gradually reducing their extent and percentage foliage cover over time using a combination of hand-weeding and spot-spraying. <p>3. The level of effort applied to weed control work within these management zones will be as follows:</p> <p>(a) A minimum of 135 hours work will be undertaken</p> <p>(b) A minimum of 150 hours work will be undertaken</p> <p>(c) A minimum of 85 hours work will be undertaken</p> <p>(d) A minimum of 50 hours of work will be undertaken</p>	<p>1. From start of Year 1 until end of Year 2</p> <p>2. Ongoing from the start of Year 3</p> <p>3(a) Annually from the start of Year 1 until end of Year 2</p> <p>3(b) Annually from the start of Year 3 until end of Year 5</p> <p>3(c) Annually from start of Year 6 until end of Year 10</p> <p>3(d) Ongoing annually from start of Year 11</p>
CSPW_FC_4	All	<p>1. Weed control work within this management zone will involve:</p> <ul style="list-style-type: none"> the treatment of all woody weeds, succulents and exotic vines using cut/paint, scrape/paint, drilling, skirting, hand-weeding and spot-spraying techniques as appropriate, and the targeted treatment of tall and seeding exotic forbs and grasses to prevent their spread using hand-weeding, spot-spraying and brush-cutting as appropriate. <p>2. Weed control work within this management zone will involve:</p> <ul style="list-style-type: none"> the treatment of all woody weeds, succulents and exotic vines using a combination of cut/paint, scrape/paint, hand-weeding and spot-spraying techniques, and 	<p>1. From start of Year 1 until end of Year 2</p> <p>2. Ongoing from the start of Year 3</p>

		<ul style="list-style-type: none"> the targeted treatment of exotic forbs and grasses with the aim of preventing the spread of existing infestations and gradually reducing their extent and percentage foliage cover over time using a combination of hand-weeding and spot-spraying. <p>3. The level of effort applied to weed control work within this management zone will be as follows:</p> <p>(a) A minimum of 55 hours work will be undertaken</p> <p>(b) A minimum of 65 hours work will be undertaken</p> <p>(c) A minimum of 35 hours work will be undertaken</p> <p>(d) A minimum of 15 hours of work will be undertaken</p>	<p>3(a) Annually from the start of Year 1 until end of Year 2</p> <p>3(b) Annually from the start of Year 3 until end of Year 5</p> <p>3(c) Annually from start of Year 6 until end of Year 10</p> <p>3(d) Ongoing annually from start of Year 11</p>
<p>CSPW_FC_5 SSTF_LSI_3 SSTF_LSI_4</p>	<p>All</p>	<p>1. Weed control work within these management zones will involve:</p> <ul style="list-style-type: none"> the treatment of all mature woody weeds, succulents and exotic vines using cut/paint, scrape/paint, drilling, skirting, hand-weeding and spot-spraying techniques as appropriate, and the targeted treatment of tall and seeding exotic forbs and grasses using hand-weeding, spot-spraying and brush-cutting as appropriate. <p>2. Weed control work within these management zones will involve:</p> <ul style="list-style-type: none"> the treatment of all woody weeds, succulents and exotic vines using a combination of cut/paint, scrape/paint, hand-weeding and spot-spraying techniques, and the targeted treatment of exotic forbs and grasses with the aim of preventing the spread of existing infestations and gradually reducing their extent and percentage foliage cover over time using a combination of hand-weeding and spot-spraying. <p>3. The level of effort applied to weed control work within these management zones will be as follows:</p> <p>(a) A minimum of 155 hours work will be undertaken</p> <p>(b) A minimum of 125 hours work will be undertaken</p> <p>(c) A minimum of 80 hours work will be undertaken</p> <p>(d) A minimum of 35 hours of work will be undertaken</p>	<p>1. From start of Year 1 until end of Year 2</p> <p>2. Ongoing from the start of Year 3</p> <p>3(a) Annually from the start of Year 1 until end of Year 2</p> <p>3(b) Annually from the start of Year 3 until end of Year 5</p> <p>3(c) Annually from start of Year 6 until end of Year 10</p> <p>3(d) Ongoing annually from</p>

			start of Year 11
SSTF_LSI_5	All	<p>1. Weed control work within this management zone will involve:</p> <ul style="list-style-type: none"> the treatment of all Giant Cabuya plants that are greater than 20cm in height by hand-weeding or brush-cutting to just above ground level and applying glyphosate, and the treatment of all exotic succulents (other than Giant Cabuya), and all woody weeds and exotic vines, grasses and forbs using cut/paint, scrape/paint, drilling, hand-weeding and spot-spraying as appropriate. <p>2. Weed control work within this management zone will involve:</p> <ul style="list-style-type: none"> the treatment of all woody weeds and exotic succulents (including Giant Cabuya), and all exotic vines, grasses and forbs using a combination of hand-weeding and spot-spraying techniques. <p>3. The level of effort applied to weed control work within this management zone will be as follows:</p> <p>(a) A minimum of 50 hours work will be undertaken</p> <p>(b) A minimum of 35 hours work will be undertaken</p> <p>(c) A minimum of 25 hours work will be undertaken</p> <p>(d) A minimum of 15 hours of work will be undertaken</p>	<p>1. From start of Year 1 until end of Year 2</p> <p>2. Ongoing from the start of Year 3</p> <p>3(a) Annually from the start of Year 1 until end of Year 2</p> <p>3(b) Annually from the start of Year 3 until end of Year 5</p> <p>3(c) Annually from start of Year 6 until end of Year 10</p> <p>3(d) Ongoing annually from start of Year 11</p>
SSTF_HSI_1 SSTF_HSI_EA	All	<p>1. Weed control work within these management zones will involve:</p> <ul style="list-style-type: none"> the treatment of all woody weeds and exotic succulents and vines using cut/paint, scrape/paint, drilling, hand-weeding and spot-spraying techniques as appropriate, and the treatment of all exotic forbs and grasses using a combination of hand-weeding and spot-spraying. <p>2. Weed control work within these management zones will involve:</p> <ul style="list-style-type: none"> the treatment of all woody weeds and exotic succulents, vines, forbs and grasses using a combination of hand-weeding and spot-spraying. <p>3. The level of effort applied to weed control work within these</p>	<p>1. From start of Year 1 until end of Year 2</p> <p>2. Ongoing from the start of Year 3</p> <p>3(a) Annually</p>

		<p>management zones will be as follows:</p> <p>(a) A minimum of 35 hours work will be undertaken</p> <p>(b) A minimum of 30 hours work will be undertaken</p> <p>(c) A minimum of 10 hours work will be undertaken</p> <p>(d) A minimum of 5 hours of work will be undertaken</p>	<p>from the start of Year 1 until end of Year 2</p> <p>3(b) Annually from the start of Year 3 until end of Year 5</p> <p>3(c) Annually from start of Year 6 until end of Year 10</p> <p>3(d) Ongoing annually from start of Year 11</p>
CSHW_RV CSPW_RV	All	<p>1. The weed control requirements for these management zones are addressed in item 6 (Replanting or supplementary planting where natural regeneration will not be sufficient).</p> <p>2. Weed control work within these management zones will involve:</p> <ul style="list-style-type: none"> the treatment of all woody weeds and exotic succulents, vines using cut/paint, scrape/paint, hand-weeding and spot-spraying techniques as appropriate, and the targeted treatment of exotic forbs and grasses with the aim of preventing the spread of existing infestations and gradually reducing their extent and percentage foliage cover over time using a combination of hand-weeding, spot-spraying and brush-cutting as appropriate. <p>3. The level of effort applied to weed control work within these management zones will be as follows:</p> <p>(a) A minimum of 30 hours work will be undertaken</p> <p>(b) A minimum of 20 hours of work will be undertaken</p>	<p>1. From start of Year 1 until end of Year 5</p> <p>2. Ongoing from the start of Year 6</p> <p>3(a) Annually from start of Year 6 until end of Year 10</p> <p>3(b) Ongoing annually from start of Year 11</p>

Native planting required to provide habitat for native species affected by weed control activities		
Management zone	Description of planting required (reference planting schedule at item 6.6)	Timing
	Not applicable as sufficient alternative habitat is present in adjacent areas	

Monitoring and inspections of existing and new weeds			
Management zone/s	Weed/s	Method of monitoring	Date/s required
All	All	<p>Monitoring of the weed control activities must be undertaken by an appropriately qualified bush regenerator every Year of the agreement.</p> <p>This will involve the visual inspection of all management zones.</p> <p>Monitoring outcomes will be reported using the 'Template for reporting of monitoring activities' below. For each management zone, the following information will be provided:</p> <ul style="list-style-type: none"> • A summary of weed control activities works undertaken for the previous Year in the zone and a review of the success of these. • A description of the current condition of the zone, including reference to the presence/absence of canopy, shrub and/or ground-layer regeneration and any evidence of dieback, erosion etc. The presence of any threatened flora populations will also be noted. • Before and after photographs of areas where substantial weed control works have been undertaken (eg the primary removal of woody weeds). • Descriptions of the type and locations of any significant new or remaining weed infestations. If no weed infestations are present in a zone, this should also be documented. • Recommendations, if warranted, of any adaptations to the control techniques previously applied. 	Annually for each Year

Other weed management activities (where required)
None required

Template for reporting of monitoring activities		
Management zone/s	Date	Observations and assessment of monitoring This table must include the information for each zone (or groups of zones) which is described in the table titled 'monitoring and inspections of existing and new weeds'.

Diary template for weed control management			
Date	Management zone/s	Description and type of activity undertaken (e.g. weed control, observation)	Minor variations (details and reasons)

Fire for conservation management plan

The plan includes information on all known previous fire events in the 'Fire history' table to demonstrate local fire conditions including intensity and frequency.

The ecological fire requirements for each vegetation type or threatened species on the biobank site are listed in the 'Fire requirements for vegetation types and threatened species' table. These are the fire frequency intervals recommended for the vegetation types and threatened species present on the biobank site. They include any requirement adjustments to the schedule in the event of a wildfire or activities undertaken under the *Rural Fires Act 1997* to ensure the minimum frequencies between ecological burns.

The landowner must carry out ecological burns for each management zone according to the method and frequency described (as informed by the history and requirements sections and in accordance with item 3 of this annexure). These actions are set out in the 'Ecological burning actions table'. Monitoring and inspections (set out in the 'Fire management monitoring' table) as described must also be implemented. The landowner must also carry out the actions listed in the 'Other fire management activities' table.

The table titled 'Template of monitoring activities' must be completed to record observations during the implementation of the plan and assessment of monitoring activities. The landowner must also complete the table titled 'Diary template for fire management activities' to record the management actions undertaken or observations made, including any minor variations.

Fire history for previous 20 years (or longer if known)

Year of fire	Hazard reduction, wildfire or ecological burn and extent of fire	Management zone/s
Unknown	No known fires for at least 30 years.	All zones

Fire requirements for vegetation types and threatened species				
Vegetation type and/or threatened species	Fire frequency required	Time of year for burning	Fire intensity required	Adjustment required due to wildfires or RFS activities
Cumberland Shale Hills Woodland HN529: Grey Box - Forest Red Gum grassy woodland on shale of the southern Cumberland Plain, Sydney Basin	Avoid fires at intervals less than 5 years. Avoid fire exclusion greater than 12 years.	August to January	Variable	Adjust frequency to ensure minimal interval is maintained if a wildfire or hazard reduction burn has occurred
Cumberland Shale Plains Woodland HN528: Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin	Avoid fires at intervals less than 5 years. Avoid fire exclusion greater than 12 years.	August to January	Variable	Adjust frequency to ensure minimal interval is maintained if a wildfire or hazard reduction burn has occurred
Cumberland Shale Sandstone Transition Forest HN556: Narrow-leaved Ironbark - Broad-leaved Ironbark - Grey Gum open forest of the edges of the Cumberland Plain, Sydney Basin	Avoid fires at intervals less than 7 years. Avoid fire exclusion greater than 30 years.	August to January	Variable	Adjust frequency to ensure minimal interval is maintained if a wildfire or hazard reduction burn has occurred

Ecological burning actions				
Management zone/s	Actions	Supervision & extinguishing techniques	Time of year for burning	Frequency (years)
All of the following: CSHW_FC_1 CSHW_FC_2 CSHW_FC_3 CSHW_FC_4 CSHW_RV CSPW_FC_1 CSPW_FC_2 CSPW_FC_3 CSPW_FC_4 CSPW_FC_5 CSPW_RV	1.1 Zones CSHW_RV and CSPW_RV are to be protected from wildfires and planned fires as far as possible until the end of Year 12 in order to assist the revegetation of these zones. From the beginning of Year 13 onwards, wildfires and planned fires may be permitted to burn within these zones. 1.2 At least two planned fires must be undertaken in the combined area of the identified zones (excluding CSHW_RV and CSPW_RV) by the end of Year 12, unless there is a wildfire during this period. 1.3 From the beginning of Year 13 onwards, no more than 20% of the combined area of the identified zones is to be unburnt for more than 12 years.	Any single planned fire is not to burn more than 50% of the combined area of the identified zones. When containment lines are required for a planned fire, they must be constructed, to the greatest extent possible, without disturbance to the soil surface (ie; by avoiding scraping to mineral earth).	July to October	At least a portion of the identified zones is to be burnt every 6 years. If a wildfire or planned burn occurs, any subsequent planned fire may only be undertaken in that area after 5 years from the date of the preceding fire.
All of the following: SSTF_HSI_1 SSTF_LSI_1 SSTF_LSI_2 SSTF_LSI_3 SSTF_LSI_4 SSTF_LSI_5	2.1 At least two planned fires must be undertaken in the combined area of the identified zones by the end of Year 12, unless there is a wildfire during this period. 2.2 From the beginning of Year 13 onwards, no more than 20% of the combined area of the identified zones is to be unburnt for more than 30 years.	Any single planned fire is not to burn more than 50% of the combined area of the identified zones. When containment lines are required for a planned fire, they must be constructed, to the greatest extent possible, without disturbance to the soil surface (ie; by avoiding scraping to mineral earth).	July to October	At least a portion of the identified zones is to be burnt every 15 years. If a wildfire occurs, any subsequent planned fire may only be undertaken in that area after 7 years from the date of the preceding fire.
CSPW_EA SSTF_LSI_EA	3.1 No planned fires are required within the identified zones.	N/A	N/A	N/A

Methods for monitoring the outcomes of ecological burns		
Management zone/s	Method of monitoring	Date/s required
All	<p>Visual monitoring of all zones is required to be undertaken by a suitably qualified ecologist. The monitoring is to provide:</p> <ul style="list-style-type: none"> • a general description of the vegetation structure and species composition within each zone (or group of zones), • an interpretation of the ecological outcomes of previous fires (either planned or unplanned) within the zone, and • a recommendation on the timing and location for future planned fires within the zone. <p>The results of the monitoring are to be recorded in the 'Template for reporting of monitoring activities'.</p>	At the time of the review of this plan, as required pursuant to item 3.2 of this Annexure

Other fire management activities (where required)
Construction and/or maintenance of fire containment lines in all management zones to enable the safe and effective burning of fire compartments in accordance with the fire management plan.

Template for reporting of monitoring activities

Management zone/s	Date	Observations and assessment of monitoring

Diary template for fire management activities

Date	Management zone/s	Description of activity undertaken or observation made	Minor variations (details and reasons)

Section 4: Additional management plans

Management plan to control feral and overabundant native herbivores

The management plan for feral and overabundant native herbivores includes information on the management requirements for the feral and overabundant native herbivores at the biobank site listed in the 'Feral and overabundant native herbivores' table. The possible methods of control for each species, used by OEH and other pest management programs, are listed and the suitability of each method is described in the 'Methods considered' table.

The landowner must carry out the methods for control for feral and overabundant native herbivores for each management zone according to the method and frequency as described in the 'Methods for control' table. The methods of control applied to the feral or overabundant native herbivores listed in the 'Feral or overabundant native herbivores' table as well as any other feral or overabundant herbivores that may be present on the site from time to time.

Monitoring and inspections of existing and new feral and overabundant herbivores at the biobank site as described in the 'Monitoring and inspections' table must be implemented.

The table titled 'Template for reporting of monitoring activities' must be completed to record observations during the implementation of the plan and assessment of the monitoring activities. The landowners must complete the table titled 'Diary template for feral and overabundant herbivore management' to record the management actions undertaken including any minor variations or observations made.

Feral and overabundant native herbivores

Feral type	Name of feral/overabundant native herbivore	Description of extent	Management zone/s
A	Rabbits <i>Oryctolagus cuniculus</i>	Present in low numbers	All
B	Hares <i>Lepus europaeus</i>	Present in low numbers	All
C	Deer	No sightings, may be present occasionally	All
D	Goats	No sightings, may be present occasionally	All

Methods considered		
Feral type	Name and description of program or method	Describe suitability
Rabbits/ Hares	Pindone baiting	Pindone is an effective means of controlling rabbits but is not appropriate in areas that macropods, stock animals, domestic pets or children frequent. The use of Pindone in the site is not warranted at present due to the negligible impact of rabbits and the presence of macropods. It could however be used in future years with suitable safeguards (eg. bait stations to exclude macropods).
Rabbits/ Hares	Burrow fumigation	All burrows identified within the biobank site are inactive so burrow fumigation would be ineffective at present. Rabbits may form burrows in the future if their habitat diminishes.
All	Temporary fencing	Temporary fencing (eg. plastic barrier mesh) could be used to protect revegetation areas if the proposed tree guards are determined to not be providing enough protection from herbivores. It may also be used to protect natural regeneration in areas that have been recently burnt.
All	Controlled shooting program	Shooting is suitable for multiple feral species, is species specific and humane. This is likely to be the most cost-effective means of effectively controlling feral animals at the biobank site.

Methods of control			
Management zone/s	Feral type	Method of control	Frequency and timing
All	Rabbits/ Hares	Temporary fencing is to be installed around the planted vegetation in CSPW_RV and/or CSHW_RV if there is evidence of significant grazing pressure on the plantings in these zones. It may also be used elsewhere on the site if there is evidence of significant grazing pressure on natural regeneration in areas that have been recently burnt.	To be determined by the bush regenerator in consultation with the landowner or project manager
All	All	<p>A shooting program may be implemented as an alternative to temporary fencing if there is evidence of significant grazing pressure on native vegetation regrowth, particularly after fire, or on the plantings in CSPW_RV and CSHW_RV.</p> <p>The shooting program will be prioritised to focus on the areas where the impacts are greatest. Indiscriminate culling of widespread feral species within the site is likely to only have a short term effect in reducing impacts.</p> <p>Decisions on the frequency and timing of the shooting program are to be made by the landowner in consultation with the bush regenerator and feral animal control contractor.</p> <p>All appropriate licences and permits are to be obtained.</p>	To be determined by the bush regenerator in consultation with the landowner or project manager

Monitoring and inspections			
Management zone/s	Feral type/s	Method of monitoring	Date/s required
All	All	<p>The monitoring must be undertaken by an appropriately qualified bush regenerator.</p> <p>The monitoring is to comprise of a walk over each management zone and a visual estimate of the level of grazing and/or burrowing impact. The level of impact is to be recorded as negligible, minimal, moderate or high.</p> <p>The monitoring is also to include recording the number and location of any tracks, traces or sightings of feral and native herbivores. This information is to be used in the feral and overabundant native herbivore pest management plan to inform the methods of control listed in that plan.</p>	Every six months from first payment date, or more often as required

Template for reporting of monitoring activities

Management zone/s	Date	Current level of impact on vegetation This column must record impact as Negligible, Minimal, Moderate or High	Observations and assessment of monitoring

Diary template for feral and overabundant herbivore management

Date of activity	Management zone/s	Description and type of activity undertaken This column must include details of the feral and overabundant herbivores targeted, control techniques applied and numbers controlled.	Minor variations (details and reasons)

Vertebrate pest management plan

The management plan for vertebrate pests includes information on the vertebrate pests and their extent existing at the time of the agreement as listed in the 'Vertebrate pests' table. The possible methods of control for each species, used by OEH and other pest management programs are listed and the suitability of each method to the biobank site is described in the 'Methods considered' table.

The landowner must carry out the methods for vertebrate pest control for each management zone according to the method and frequency described in the 'Methods of control' table. The methods of control will apply to the vertebrate pests listed in the 'Vertebrate pests' table as well as any other vertebrate pests that may be present on the site from time to time.

Monitoring and inspections of existing and new vertebrate pests on the biobank site, as described in the 'Monitoring and inspections' table, must be implemented.

The table titled 'Template for reporting of monitoring activities' must be completed to record observations during the implementation of the plan and assessment of monitoring activities. The landowner must also complete the 'Diary template for vertebrate pest management' to record the management actions undertaken, including any minor variations, and observations made.

Vertebrate pests

Pest	Name of vertebrate pest (e.g. pig, fox, goat, dog)	Description of extent	Management zone/s
A	Fox	Likely to be present	All
B	Cat	Possibly present infrequently	All

Methods considered

Pest type	Name and description of program or method	Describe suitability
Fox / cats	1080 bait	Baiting is not considered to be effective for this site as it needs to be undertaken across properties at the landscape scale to be effective. Baiting also has the potential to impact on non-targeted species such as native carnivores, domestic dogs and cats.
Fox / cats	Leg hold trapping	Leg hold trapping is a suitable method for catching foxes, cats and wild dogs. It is time consuming and therefore costly.
Fox / cats	Den fumigation	No obvious dens were identified within the site.
Fox / cats	Shooting	Shooting has benefits of being suitable for multiple feral species, is species specific and humane. A multi species approach is likely to be the most cost effective means to control feral animals at the site.

Methods of control			
Management zone/s	Pest type	Method of control	Frequency and timing
All	Foxes / cats	<p>Any shooting program required to be undertaken for the purposes of the 'Management plan to control feral and overabundant native herbivores' must also target any foxes, cats or other vertebrate pests sighted during the shooting program.</p> <p>Indiscriminate culling of widespread feral species within the site is likely to have only a short term effect in reducing impacts. This is particularly the case as these pest species are wide ranging and require coordinated management across land tenure.</p> <p>Decisions on the frequency and timing of the shooting program are to be made by the landowner in consultation with the bush regenerator and feral animal control contractor.</p> <p>All appropriate licences and permits are to be obtained.</p>	As determined by the 'Management plan to control feral and overabundant native herbivores'.

Monitoring and inspections of existing and new vertebrate pests			
Management zone/s	Pest type/s	Method of monitoring	Date/s required
All	All	<p>The monitoring must be undertaken by an appropriately qualified bush regenerator.</p> <p>The monitoring is to comprise a walk over each management zone and a visual estimate of the level of impact of vertebrate pests on native vegetation and fauna species. The monitoring is also to include recording the number and location of any tracks, traces or sightings of foxes, cats or other vertebrate pests.</p> <p>The monitoring will also involve consultation with the bush regeneration team working at the site to document any observations of threatened fauna species or vertebrate pests that they may have seen.</p>	Every six months from first payment date, or more often as required

Other management activities (where required)
None required

Template for reporting of monitoring activities			
Management zone/s	Date	Current level of impact on vegetation or threatened fauna species This column must record impact as Negligible, Minimal, Moderate or High	Observations and assessment of monitoring

Diary template for vertebrate pest management			
Date of activity	Management zone/s	Description and type of activity undertaken This column must include details of the vertebrate pests targeted, control techniques applied and numbers controlled.	Minor variations (details and reasons)

Annexure D: Monitoring, reporting and record keeping requirements

1 Monitoring requirements

- 1.1 The landowner must ensure that photographs are taken at photo-points at each of the locations and in the direction identified in the table below titled 'Locations of plots and photo points' within 12 months of the commencement date and then at least every 12 months thereafter.
- 1.2 The photo points are identified on the map entitled Vegetation Zones and Photo Points Locations map dated 17/03/2011 in Annexure A of this agreement. The purpose of the photographs is to show changes over time. Photographs should be taken at approximately the same direction, location, height and time of day (during daylight hours) in each reporting period (as defined in item 2.2 of this Annexure D) and retained for the life of this agreement. All photographs must be dated, stating the direction in which they were taken and identified with their locations.

Locations of plots and photo points				
Projected coordinate system: GDA 94 MGA Zone 56				
Photo reference	point	Easting	Northing	Direction of photo
PP_1		295150	6220418	285
PP_2		294635	6220240	60
PP_3		294969	6220336	360
PP_4		294823	6220170	255
PP_5		295002	6220226	225
PP_6		295464	6220090	160
PP_7		295505	6219982	135
PP_8		296102	6220293	280
PP_9		295295	6220330	100
PP_10		295220	6220339	80
PP_11		295890	6219918	360
PP_12		296253	6219776	5
PP_13		295686	6220058	340
PP_14		296187	6220271	50
PP_15		295373	6219927	320
PP_16		294711	6220182	10

PP_17	295414	6220342	100
PP_18	295826	6220352	250

- 1.3 An inspection of the biobank site must be undertaken by, or on behalf of, the landowner in accordance with the table 'Site inspection and monitoring schedule' below, for the purposes specified in column A and at the relevant interval specified in column B. The inspections are to occur at the intervals indicated starting from the date of the commencement of this agreement. The inspections are additional to any inspections and monitoring required by Annexure C.

Site inspection and monitoring schedule	
A. Purpose	B. Interval
Physical condition of fencing and gates required to be maintained by item 1.1 in Section 1 of Annexure C to determine whether they are maintained to a standard that can exclude livestock from the biobank site.	Every 12 months
Records of any human disturbance on the biobank site. Note: items 4.1 and 4.2 in Section 1 of Annexure C and clause 2 of this agreement place restrictions on human activities on the biobank site.	Every 6 months.
Evidence of erosion. Note: item 8 in Section 1 of Annexure C contains requirements for erosion control.	Every 6 months.
Evidence of waste. Note: item 4.4 in Section 1 of Annexure C contains requirements for storing and disposing of waste on the biobank site.	Every 6 months.
Physical condition of signage required to be installed by item 4.6 in Section 1 of Annexure C to deter waste dumping, to determine whether the writing and images on the signs are clearly visible and legible and the signs are otherwise in good condition.	Every 12 months.

2 Reporting requirements – annual report

- 2.1 The landowner must complete and submit to the Director General for approval an annual report using the annual reporting template provided in this annexure or, if the Director General has approved an amended version of the annual reporting template after the date of this agreement, such an amended version of the annual reporting template as has been approved by the Director General from time to time and supplied to the landowner.
- 2.2 An annual report must be prepared for each reporting period. A reporting period means:
- 2.2.1 prior to the first payment date, the period of 12 months after the commencement date and each subsequent period of 12 months
 - 2.2.2 after the first payment date, the period of 12 months after that date, and each subsequent period of 12 months.

The annual report submitted after the first anniversary of the first payment date must also include the period between the last anniversary of commencement date and the first payment date.

- 2.3 The annual report for the report period must be supplied to the Director General by registered post not later than 30 days after the end of each reporting period.
- 2.4 If there is a change in land ownership during a reporting period, each landowner must submit the annual report required under items 1.2, 1.3 and 1.4 of this Annexure D for the period for which they were the landowner.
- 2.5 The annual report must:
 - 2.5.1 contain the results of any monitoring, inspections or surveys required in Annexure C
 - 2.5.2 contain the results of the inspections required to be conducted by item 1.2 of this Annexure D, including details of the date, time, location and nature of the inspection, the name of the person conducting the inspection and observations from the inspection
 - 2.5.3 include the photographs taken at the photo points listed in Annexure D
 - 2.5.4 include any other information required in the annual reporting template.

Annual reporting template

Biobank site annual report					
Location details					
Biobanking agreement ID:		Name of landowner/s:			
Reporting date:		Property address:			
Records of management actions undertaken					
Management action	Required completion time and frequency	Action completed (Yes/No)	Actual completion date/s	Description of actions undertaken (including where undertaken, any variations and the reasons for variation)	Visual observations and other comments (including reasons for non completion)
1 Management of grazing for conservation					
2 Weed control					
3 Management of fire for conservation					
4 Management of human disturbance					
5 Retention of native vegetation					
6 Planting or seeding					
7 Retention of dead timber					

8 Erosion control					
9 Retention of rocks					
10 Control of feral and overabundant native herbivores					
11 Vertebrate pest management					
12 Nutrient control					
13 Maintenance or reintroduction of natural flow regimes					

Incident or event that has adverse effect on biodiversity values on biobank site

Incident or event including adverse impacts (e.g. natural events)	Action taken and proposed recommended actions

Records submitted with this report

- Photographs taken at the photo points set in the biobanking agreement.
- Results of the inspections required to be conducted in item 1.2 of Annexure D to the biobanking agreement.
- Results of any monitoring, inspections or surveys required in Annexures C and D to the biobanking agreement.

Signature and certification

I hereby declare that the information supplied in this report is accurate and complies with the reporting requirements under item 2 of the Annexure D to the biobanking agreement.

Note: If the land that forms the biobank site is owned by multiple persons, each landowner must sign this annual report.

Signed	Signed
Date	Date

3 Record keeping requirements

- 3.1 The following written records and photographs must be created and retained by the landowner:
- 3.1.1 for a management action required by this agreement (other than a management action requiring the landowner to refrain from an activity), the date and location/s the management action was carried out and a description of the actions that were undertaken
 - 3.1.2 for a management action which is permitted to be carried out only in accordance with the Director General's consent or approval, a copy of that consent or approval
 - 3.1.3 a copy of any management plan (or updated management plan) required by Annexure C of this agreement that has been approved by the Director General, a copy of the Director General's approval of the management plan (or updated management plan) and a copy of any review of a management plan required by Annexure C
 - 3.1.4 the diaries for recording actions undertaken in accordance with the management plans required by this agreement including the details (management zone/s, date, alternative action) of any minor alterations made to the implementation of those management plans and the reasons for the minor alterations
 - 3.1.5 all photographs required by item 1.1 of this Annexure D and the information that item requires to be recorded on the photographs
 - 3.1.6 for an inspection required by this agreement, the date, time, location and nature of the inspection, the name of the person conducting the inspection and observations from the inspection
 - 3.1.7 the results of monitoring, inspections or surveys required to be conducted by this agreement or any management plan that is required to be implemented under this agreement
 - 3.1.8 a brief description of any climatic, weather, ecological/environmental or unplanned events that have a significant adverse affect on the biodiversity values of the biobank site.
- 3.2 The landowner must retain a copy of each annual report.
- 3.3 All records required to be kept by this agreement must be:
- 3.3.1 in a legible form, or in a form that can readily be reduced to a legible form (this includes photographs taken as part of this agreement)
 - 3.3.2 kept for at least 10 years after the event to which they relate took place, unless specified otherwise; and
- Note: item 1.1 of this Annexure D requires the photographs required to be taken under that item to be retained for the life of this agreement.
- 3.3.3 produced to any authorised officer on request by an authorised officer.

Annexure E: Payment schedule

Note:

If, by participating in the BioBanking Scheme, you are carrying on an 'enterprise', and your annual income for management actions meets or exceeds \$75,000 (or \$150,000 for a non-profit organisation) you are required to register for GST.

'Enterprise' has a broad definition, and includes activities that are in the form of a business, or in the form of a concern in the nature of trade. Item 1 below assumes you are carrying on an enterprise.

If you are not carrying on an enterprise by participating in the BioBanking Scheme, GST will not apply to you – but Capital Gains Tax and income tax may still apply. In this case do not indicate an ABN in item 4 below.

If you do not meet the monetary threshold, but you are carrying on an enterprise by participating in the BioBanking Scheme, you are still entitled to register for GST if you wish and you may indicate a registered ABN in item 4 below.

1 Agreement to issue recipient created tax invoices

- 1.1 The parties acknowledge that, if the landowner is registered for GST, recipient created tax invoices will be issued from the BioBanking Trust Fund (Australian Business Number 83 639 386 285) to the landowner (Australian Business Number [REDACTED]).
- 1.2 The recipient created tax invoices will be for the supply by the landowner of the landowner's obligation to carry out the management actions as defined in this biobanking agreement ('the supplies'). These management actions are specified between the landowner and the Minister administering the Act, pursuant to Part 7A Division 2 of the Act.
- 1.3 The recipient created tax invoices will be issued on payment of the management payments as specified in item 2 of this Annexure.
- 1.4 Under this recipient created tax invoice agreement, the landowner guarantees that the land holder will not issue any tax invoice for the supplies.
- 1.5 The landowner will notify the BioBanking Trust Fund immediately should the landowner cease to be registered for GST.
- 1.6 The BioBanking Trust Fund is registered for GST and the Minister will notify the landowner immediately should the fund cease to be registered.

2 Payment timing and amount

- 2.1 Subject to clause 12 of the agreement, the Minister is to direct the Fund Manager to make the management payments to the landowner in accordance with the payment schedules and the requirements of items 2, 3 and 4 of this Annexure E.
- 2.2 The first year of the payment timing as set out in the payment schedules commences from the First Payment Date.

2.3 The amount of the management payment for each year is as set out in the payment schedules ('Yearly Payment').

2.4 Each Yearly Payment is listed in the present value and is inclusive of GST for GST registered landowner and will be increased in accordance with the formula below:

In respect of indexation by CPI the following applies:

Each amount of the Yearly Payment is to be adjusted by movements in the CPI in accordance with the formula below (provided that, at all times, each instalment of the yearly payment is never less than its nominal dollar value as set out in the payment schedules and as at the date of this agreement).

$$\frac{A \times B}{C}$$

Where:

CPI means the published Consumer Price Index (Sydney - All Groups), or if that index is no longer published, then any other index which, in the reasonable opinion of the Minister, is a similar index.

A is the dollar value (\$) of the Yearly Payment amounts as set out in the Payment Schedules prior to indexation by CPI;

B is the most recent June Quarter CPI prior to the date that payment is due to be made;

C is the CPI for the June Quarter 2008.

2.5 Payment Schedules

Payment schedule	
Payment timing	Amount
At the beginning of the first year	\$ [REDACTED]
At the beginning of the second year	\$ [REDACTED]
At the beginning of the third year	\$ [REDACTED]
At the beginning of the fourth year	\$ [REDACTED]
At the beginning of the fifth year	\$ [REDACTED]
At the beginning of the sixth year	\$ [REDACTED]
At the beginning of the seventh year	\$ [REDACTED]
At the beginning of the eighth year	\$ [REDACTED]
At the beginning of the ninth year	\$ [REDACTED]
At the beginning of the tenth year	\$ [REDACTED]
At the beginning of the eleventh year	\$ [REDACTED]
At the beginning of the twelfth year	\$ [REDACTED]
At the beginning of the thirteenth year	\$ [REDACTED]
At the beginning of the fourteenth year	\$ [REDACTED]

At the beginning of the fifteenth year	\$ [REDACTED]
At the beginning of the sixteenth year	\$ [REDACTED]
At the beginning of the seventeenth year	\$ [REDACTED]
At the beginning of the eighteenth year	\$ [REDACTED]
At the beginning of the nineteenth year	\$ [REDACTED]
At the beginning of the twentieth year	\$ [REDACTED]
At the beginning of each following year	Amount equal to the sum of the in perpetuity management cost that apply for each following year as determined by the table of in perpetuity costs below.

In perpetuity management costs (on and from the twenty-first year)		
Ongoing management actions costs	When does the cost apply?	Annual cost (\$)
Biobank site fence maintenance	Every year	\$ [REDACTED]
Gate maintenance	The thirtieth year and every tenth year thereafter	\$ [REDACTED]
Weed control (all zones) – ongoing	Every year	\$ [REDACTED]
Fire management	The twenty fifth year and every fifth year thereafter	\$ [REDACTED]
Feral animal control (herbivore control and vertebrate pest control)	The twenty first year and every fifth year thereafter	\$ [REDACTED]
Signage	The twenty first year and every tenth year thereafter	\$ [REDACTED]
Other ongoing recurring costs		
Annual reporting fee	Every year	\$ [REDACTED]
Project Management	Every year	\$ [REDACTED]
Monitoring and reporting	Every year	\$ [REDACTED]
Review/update of management/implementation plans	The twenty fifth year and every fifth year thereafter	\$ [REDACTED]
Council rates	Every year	\$ [REDACTED]
Risk Management	Every year	\$ [REDACTED]
Insurance premiums (additional to existing premium)	Every year	\$ [REDACTED]

3 Nominated bank account

- 3.1 The management payments will be paid into a bank account as nominated by the landowner in accordance with the requirements of this item 3 (**'the Nominated Bank Account'**).
- 3.2 The landowner must provide the Fund Manager with details in writing of the Nominated Bank Account within 14 days of the commencement date.
- 3.3 Where there is more than one owner of the biobank site, the notice to be provided in accordance with item 3.2 above must be signed by all owners of the biobank site.
- 3.4 The landowner must notify the Fund Manager in writing within 14 days of any change to the Nominated Bank Account. This notice must include new bank account information and the written consent of all owners of the biobank site.

4 Annual contribution

- 4.1 The landowner authorises the Minister to retain the annual contribution from each management payment made to the landowner.
- 4.2 The Minister will, following each management payment, issue the landowner with an invoice confirming that the annual contribution has been deducted from the relevant management payment.
- 4.3 As contemplated by clause 18 of the BioBanking Regulation, the Minister may waive the annual contribution where:
 - 4.3.1 the owner of the biobank site has not sold any of the biodiversity credits created for the site, or
 - 4.3.2 there are insufficient funds in the biobank site account relating to the biobank site to meet the next scheduled management payment when it becomes payable.