

Variation of Tasmanian Regional Forest Agreement

This Variation is made on the 18th day of August 2017
between the Commonwealth of Australia (**Commonwealth**) and the State of Tasmania
(**State**).

Recitals

- A The State and Commonwealth entered into a Regional Forest Agreement in relation to the Tasmania region on 8 November 1997. That Regional Forest Agreement was varied in 2001 and 2007, and by a supplementary agreement in 2005.
- B The State and Commonwealth share a common policy intent to support the Tasmanian forestry industry so that it has a strong and sustainable future and to provide additional certainty to industry and the community by:
- extending the duration of the agreement, initially by 20 years;
 - further extending the agreement by five years after the successful completion of each future five yearly review of the agreement;
 - introducing annual officials-level, bi-lateral meetings to monitor progress with implementation of the agreement; and
 - improving the 5 yearly review process by transitioning to a more outcomes focussed reporting structure.
- C This Variation is entered into:
- having regard to further assessments of matters that are relevant to the region relating to environmental values, indigenous heritage values, economic values of forested areas and forest industries, social values and principles of ecologically sustainable management; and
 - to give effect to the common policy intent of the parties.
- D The Commonwealth and the State agree to vary the provisions of the Agreement in accordance with this Variation.

Agreed terms

1. Defined terms and interpretation

1.1 Defined terms

In this Variation, unless the contrary intention appears:

- (a) a word or expression defined or referred to in this Variation has the meaning given to it in the Agreement;
- (b) **Agreement** means the Tasmanian Regional Forest Agreement between the Commonwealth and the State signed on 8 November 1997, including all variations;
- (c) **Variation** means this variation agreement, including all annexures and schedules to it.

2. Relationship to Agreement

- (a) This Variation forms part of the Agreement and is to be interpreted subject to the definitions and provisions specified in the Agreement, unless a contrary intention appears.
- (b) The parties acknowledge and agree that the Agreement as varied by this Variation is and continues to be in full force and effect.

3. Supplementary Agreement

The Parties, by consent, agree to the termination of the supplementary agreement entered into in 2005, in accordance with clause 81 of the supplementary agreement.

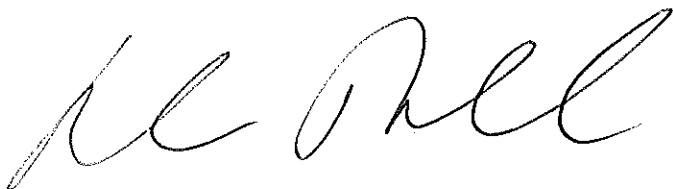
4. Miscellaneous

4.1 Counterparts

This Variation may be executed in counterparts. All executed counterparts constitute one document.

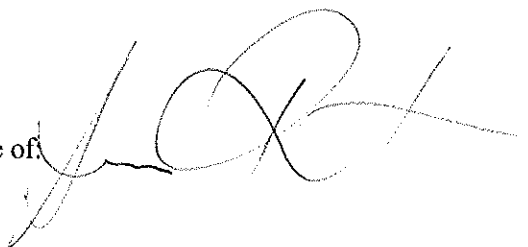
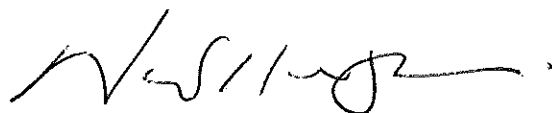
Signing page

SIGNED by

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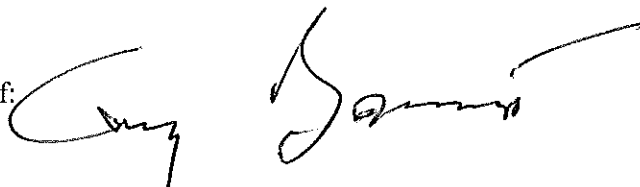
The Honourable Malcolm Turnbull MP, Prime Minister for and on behalf of the Commonwealth of Australia.

In the presence of

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The Honourable Will Hodgman MP, Premier for and on behalf of the State of Tasmania

In the presence of

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Schedule 1 – Variation to Agreement

The Agreement is amended as follows:

1.1 INSERT the following new Recitals after Recital C:

- CA. In 2005, the State and the Commonwealth entered into a supplementary agreement. In 2017, in seeking to consolidate Agreement documentation, the State and the Commonwealth consented to the termination of the supplementary agreement in accordance with the terms of that agreement.
- CB. The Agreement was varied in 2001, 2007 and 2017. The Agreement, including the 2001, 2007 and 2017 variations, provides for:
- the long-term stability of forests and forest industries;
 - a comprehensive, adequate and representative reserve system (CAR reserve system); and
 - the ongoing ecologically sustainable management and use of forested areas in Tasmania.

1.2 DELETE the following terms and definitions from clause 2:

“ANZECC”

“Biodiversity”

“Commission”

“Commonwealth/Tasmanian Joint Study of National Estate in Tasmania”

“Condition and Description Statements”

“Deferred Forest Land”

“DELM”

“Forest Botany Manual”

“Forest Management Planning Process”

“Forest Management Plans”

“FPB”

“Integrated Catchment Management”

“Intensive Forest Management”

“ISO 14000 Series”

“MCFFA”

“National Greenhouse Response Strategy”

“National Recovery Plan”

“PFT”

“Recovery Plan”

“Register of Deferred Forest Lands”
“Register of Multiple Use Forest Land”
“Register of the National Estate”
“Response to Disturbance Database”
“RFA Forests – Employment and Industries Development Strategy”
“State Forest”
“State Recovery Plan”
“Statement of Significance”
“TFFIC”
“Tasmanian State of the Forest Report”
“Threat Abatement Plan”
“World Heritage Committee”
“World Heritage Report”

1.3 INSERT the following new terms and definitions in clause 2 in alphabetical order:

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

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

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

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

“**DPIPWE**” means the Tasmanian Department of Primary Industries, Parks and Water Environment;

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

“**ISO 14001**” means AS/NZS ISO 14001, Environmental Management Systems, Standards Australia, 2004, as amended from time to time;

“**Listed Species and Communities**” means species and communities listed in accordance with Part 13 of the EPBC Act, including threatened species, threatened ecological communities, migratory species and other listed categories, or fauna or flora that are a threatened species within the meaning of the *Threatened Species Protection Act 1995* (Tas) and the threatened native vegetation communities listed under Schedule 3A of the *Nature Conservation Act 2002* (Tas);

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

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

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

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

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

“Owner” means:

- (a) in relation to land:
 - (i) the owner of any estate or interest in that land, including the Crown in right of the State; and
 - (ii) any statutory corporation which has the power to carry on Forestry Operations or Mining Operations as the case may be, on the land;
- (b) in relation to Forest Products or Mining Products, as the case may be, the owner of any interest in those products.

“Permanent Native Forest Estate Policy” means the State’s Permanent Native Forest Estate Policy referred in clauses 59A to 61 of this Agreement;

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

“Ramsar Wetlands” means those places defined under section 17 of the EPBC Act;

“Review” means a review conducted under clauses 9K to 9Q of this Agreement;

“Special Species Timber” has the same meaning as in the *Forestry (Rebuilding the Forest Industry) Act 2014* (Tas);

“State of the Forests Report” means the report provided to the Tasmanian Minister responsible for Forestry as required by section 4Z of the *Forest Practices Act 1985* (Tas);

“Statutory Conservation Planning Document” means a conservation advice, recovery plan, threat abatement plan or wildlife conservation plan made in

accordance with the EPBC Act, or a listing statement, recovery plan or threat abatement plan made in accordance with the *Threatened Species Protection Act 1995* (Tas);

“Tasmania’s Forest Management System: An Overview” means an overview of Tasmania’s Forest Management System as amended from time to time;

“Tasmanian Heritage Register” means the Tasmanian Heritage Register under the *Historic Cultural Heritage Act 1995* (Tas);

“Threatening Process” has the same meaning as in section 188 of the EPBC Act;

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

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

- 1.4 VARY the definition of “Dedicated Reserve” in clause 2 by DELETING the following:**

as described in Attachment 7

and forest reserves not subject to the *Minerals Resources Development Act 1995* (Tas.)

- 1.5 VARY the definition of “Dedicated Reserve” in clause 2 by INSERTING the following after “nature reserves”:**

and

- 1.6 DELETE the definition of “Environment and Heritage Values” in clause 2 and REPLACE with the following:**

“Environment and Heritage Values” means values assessed as part of the CRA. These include environmental values, including old growth, wilderness, endangered species (including listed species or communities), National Estate Values, World Heritage Values and Indigenous heritage values;

- 1.7 VARY the definition of “Forest Community” in clause 2 by DELETING the following:**

50

- 1.8 VARY the definition of “Forest Management Systems” in clause 2 by DELETING “described in the Tasmanian-Commonwealth Regional Forest Agreement Background Report Part E: Assessment of Ecologically Sustainable Forest Management Systems and Processes: Independent Expert Advisory Group – Preliminary Report published by the Tasmanian Public Land Use Commission November 1996” and REPLACING with the following:**

summarised in *Tasmania’s Forest Management System: An Overview (2017)* as amended from time to time.

- 1.9 VARY the definition of “Formal Reserve” in clause 2 by DELETING the following:**

Formal Reserves in Tasmania, comprise Dedicated Reserves, and the following reserves as described in Attachment 7: managed natural areas/regional reserves, conservation areas, nature recreation areas and forest reserves subject to the *Mineral Resources Development Act 1995 (Tas.)*

- 1.10 VARY the definition of “Informal Reserve” in clause 2 by DELETING “other than a Forest Reserve as described in Attachment 7 on State Forest” and REPLACE with the following:**

Public Land

- 1.11 VARY the definition of “Montreal Process Implementation Group” in clause 2 by INSERTING the following words after “Montreal Process Implementation Group”:**

for Australia

- 1.12 VARY the definition of “National Reserve System” in clause 2 by DELETING “reserve system as outlined in the National Strategy for Conservation of Australia’s Biological Diversity” and REPLACING with the following:**

national network of public, Indigenous and private protected areas over land and inland freshwater;

- 1.13 VARY the definition of “Priority Species” in clause 2 by DELETING “Attachment 2 of this Agreement” and REPLACING with the following:**

the original Attachment 2 of the Agreement as it was in 1997;

- 1.14 VARY the definition of “Regional Forest Agreement” in clause 2 by DELETING “Export Control (Hardwood Wood Chips) (1996) Regulations (Cwth)” and REPLACING with the following:**

Regional Forest Agreements Act 2002 (Cth);

- 1.15 VARY the definition of “World Heritage Nomination” in clause 2 by INSERTING the following at the end of the definition:**

consistent with section 314 of the EPBC Act and the World Heritage Operational Guidelines for the Implementation of the World Heritage Convention;

- 1.16 VARY clause 4 by INSERTING the following after “Regional Forest Agreement”:**

within the meaning of the *Regional Forest Agreements Act 2002 (Cth)* and the *Export Control (Hardwood Wood Chips) Regulations 1996 (Cth)*

- 1.17 DELETE clause 7 and REPLACE with the following:**

This Agreement commenced on 8 November 1997, and subject to its terms will remain in force until 8 November 2037, or until a later date pursuant to clause 8.

1.18 VARY clause 8 by INSERTING the following at the end of the clause:

Subject to the satisfactory completion of each 5 yearly review in accordance with clause 9J, the Agreement will be automatically extended for a further five years.

The automatic extension process will commence with the 5 yearly review due in 2022 and continue until this Agreement is terminated by the Parties, or a Party withdraws in accordance with clause 15C.

1.19 DELETE the heading “Cooperation and Response to Requests” and REPLACE with the following:

Changes to the Agreement

1.20 VARY clause 9 by DELETING the following:

The Parties agree to work cooperatively to address any matters raised in writing by either of them relating to the interpretation or implementation of this Agreement and undertake to respond to any request within 45 days of its receipt.

1.21 INSERT the following new headings and clauses after clause 9:

Monitoring the Agreement

General monitoring

9AA. The implementation of this Agreement is monitored through 5 yearly reviews and annual meetings between the Parties in the periods between the 5 yearly reviews.

Notwithstanding the annual meetings and 5 yearly reviews, the Parties otherwise agree to maintain open communication on matters relating to the implementation of this Agreement, including raising and responding to issues at any time.

The Parties consider the assessment process, the additional consultation undertaken in late 2016 and the compilation of the State of the Forests Report 2017 to be sufficient review such that the 5 yearly review that was due in 2017 is not required.

The next 5 yearly review required by this Agreement will commence in 2022.

Annual meetings

9A. The Parties agree to hold annual officials-level, bi-lateral meetings in the years between each 5 yearly review to monitor the implementation of the Agreement and discuss any issues that arise.

5 yearly reviews

Five yearly review

9B. A review of the performance of this Agreement is to commence during the last year of each 5 year period during the term of the Agreement (the 5

yearly review).

- 9C. The purpose of the 5 yearly review is to examine Tasmania's forest management to demonstrate Ecologically Sustainable Forest Management, including to:
- (a) demonstrate adaptive forest management in accordance with the RFA framework;
 - (b) demonstrate how the Parties have provided for the protection of Matters of National Environmental Significance, including trends and the status of Matters of National Environmental Significance or other environmental values, which may be impacted by Forestry Operations;
 - (c) demonstrate how relevant Statutory Conservation Planning Documents have been implemented as part of the Forest Management System;
 - (d) demonstrate how social and economic benefits of forestry and other Forest uses are being achieved; and
 - (e) assess the extent to which key findings and/or recommendations for preceding 5 yearly reviews have been addressed.
- 9D. The Parties note that the State of the Forests Reports required by section 4Z of the *Forest Practices Act 1985* (Tas) provide an ongoing mechanism to monitor implementation of Ecologically Sustainable Forest Management, including across key environmental, social and economic indicators. As such, they will be a key source of information in the 5 yearly reviews under this Agreement. Completion of the 5 yearly reviews will follow the completion of the State of the Forests Reports.

Conduct of 5 yearly review

- 9E. 5 yearly reviews are to be conducted:
- (a) by a person or body jointly appointed by the Parties;
 - (b) in accordance with agreed priorities, procedures and funding arrangements, which are to be agreed by the Parties before the end of each 5 year period of this Agreement.
- 9F. In conducting the 5 yearly review, the person or body will:
- (a) take into account public comments;
 - (b) use and take into account the relevant State of the Forests Report;
 - (c) use and take into account Tasmania's Forest Management System: An Overview, as updated from time to time;
 - (d) develop and submit to the Parties a report detailing the 5 yearly review process and its findings, within three months of commencement.

- 9G. In accordance with subsection 10(6) of the *Regional Forest Agreements Act 2002* (Cth), the Commonwealth Minister responsible for forestry will table the report provided under paragraph 9F(d) in the Parliament of Australia.
- 9H. The Parties will consider the 5 yearly review recommendations and publish a joint government response to the recommendations within 12 months of receiving the review report.
- 9I. The purpose of the 5 yearly review process under this Agreement is not to re-negotiate the Agreement.

Satisfactory completion of 5 yearly review

- 9J. A five yearly review will be satisfactorily completed upon the public release of the joint government response to the review report, which will also confirm whether ongoing Agreement obligations and any commitments subsequently agreed to by the Parties have been implemented to the satisfaction of the Parties.

Audit and Review

- 9K. Either Party may initiate an audit or review, or require a report if, in the opinion of the initiating Party, there has been, or is likely to be, an adverse outcome relating to this Agreement, whether or not the outcome relates to non-compliance or likely non-compliance with the Agreement.
- 9L. Before a Review commences, the initiating Party must notify and consult with the other Party on the following:
- (a) the initiating Party's opinion and reason for initiating the Review;
 - (b) the appointment of an independent auditor or reviewer(s); and
 - (c) the scope and criteria of the Review.
- 9M. A Review may include:
- (a) an independent audit or review of the operation of this Agreement over a particular period of time;
 - (b) a report which addresses the criteria specified by the initiating Party.
- 9N. A Review should be conducted in the most efficient and effective manner possible to address the opinion of and concerns identified by the initiating Party.
- 9O. The Parties agree to cooperate fully in any Review.
- 9P. The initiating Party may publish any report produced as part of the Review, provided the Party, prior to publication:
- (a) notifies the other Party of the intent to publish the report;
 - (b) provides the other Party with a copy of a draft of the final report; and
 - (c) provides the other Party with 20 business days to respond to the draft of the final report.

- 9Q. The costs of a Review, including any report, will be borne by the initiating Party.

1.22 INSERT the following new headings and clauses after clause 15:

Withdrawal from automatic extension process

- 15A. If there is no resolution or agreement on a dispute in accordance with clauses 10 to 15 (including the failure of mediation), either the Commonwealth Minister responsible for forestry (in consultation with the Commonwealth Minister responsible for the environment) or Tasmanian Minister responsible for forestry may send to the other Party and publish a written notice of its intention to withdraw from the automatic extension process in clause 8 unless the dispute is resolved.
- 15B. Any notice under clause 15A above must specify the time period in which the other Party must address the dispute.
- 15C. If, at the end of the specified time period, the dispute has not been resolved, the Commonwealth Minister responsible for forestry (in consultation with the Commonwealth Minister for the environment) or the Tasmanian Minister responsible for forestry may write to the other Party's government giving notice of their intention to withdraw from the automatic extension process in clause 8.
- 15D. A notice of intention given by a Party pursuant to clause 15C must include the date at which the Party's withdrawal from the automatic extension process in clause 8 takes effect.
- 15E. In the event either Party withdraws from the automatic extension process in clause 8, negotiation of any subsequent extension to this Agreement will only be considered following the satisfactory completion of the penultimate 5 yearly review (that is, the 5 yearly review prior to the final five years of the Agreement's duration).
- 15F. In the event the Parties subsequently extend this Agreement subject to clause 15E and pursuant to clause 9, the automatic extension process in clause 8 will not apply to the extended Agreement unless otherwise agreed by the Parties.

1.23 VARY clause 16 by DELETING "Department of Agriculture, Fisheries and Forestry" and the Commonwealth's address, and REPLACING with the following:

Department of Agriculture and Water Resources
18 Marcus Clarke Street
CANBERRA ACT 2601

1.24 VARY clause 19 by DELETING the four dot points and REPLACING with the following:

- implementing Ecologically Sustainable Forest Management; and

- maintaining a CAR Reserve System; and
- supporting an internationally competitive wood production and wood products industry; and
- promoting the conservation and management of the Private Forest Estate.

1.25 INSERT the following new headings and clauses after clause 23:

Environment and Heritage Values

Protection of Environment and Heritage Values

- 23A. The Parties agree that the CAR Reserve System, established in accordance with this Agreement, and the application of the Forest Management System, protects Environment and Heritage Values.

1.26 VARY clause 24 by DELETING sub clauses 24(b), 24(c) and 24(d).

1.27 DELETE the heading “National Estate” and clauses 25, 26, 27 and 28.

1.28 INSERT the following new headings and clauses after clause 29:

Matters of National Environmental Significance

Matters of National Environmental Significance (general)

- 29A. The State agrees that its Forest Management System will take into account relevant Commonwealth plans and principles, as amended from time to time, in order to protect Matters of National Environmental Significance.
- 29B. The Parties recognise the importance of research, monitoring, evaluation and communication to support decision making with regard to Matters of National Environmental Significance. The Parties will continue to improve those mechanisms as part of their adaptive management framework.
- 29C. The Parties agree that the monitoring, audit and review processes set out in this Agreement provides an assurance that the Forest Management System takes into account the protection of Matters of National Environmental Significance.

1.29 DELETE the heading “Threatened Species and Communities” and REPLACE with the following:

Listed Species and Communities

1.30 DELETE clause 30 and REPLACE with the following:

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

- forest associated Listed Species and Communities, Forest Communities, and Threatening Processes;
- the preparation of all Statutory Conservation Planning Documents relevant to this Agreement.

1.31 DELETE clause 31 and REPLACE with the following:

The State agrees that any new or altered management prescriptions that are developed over the term of the Agreement for forest associated Listed Species and Communities will:

- (a) provide for the maintenance of the relevant species;
- (b) have a sound scientific basis;
- (c) be endorsed by the Tasmanian Threatened Species Scientific Advisory Committee where relevant; and
- (d) take note of public comment.

1.32 DELETE clause 32 and REPLACE with the following:

The State:

- (a) agrees to maintain planning tools that include management prescriptions and responses to disturbance related to forest associated Listed Species and Communities;
- (b) confirms that it intends to use the planning tools as a basis for the management of Listed Species and Communities;
- (c) agrees to make the planning tools publicly accessible; and
- (d) agrees to continue periodic reporting on the effectiveness of management prescriptions.

1.33 DELETE clauses 33, 34, 35 and 36.

1.34 VARY the location of the heading "World Heritage" to MOVE the heading above clause 37.

1.35 DELETE clause 37 and REPLACE with the following:

The Parties acknowledge that the World Heritage Values of a property included in the World Heritage List are protected by Part 3 of the EPBC Act, as the exemption to the application of Part 3 for Forestry Operations does not apply to a property included in the World Heritage List pursuant to section 42 of the EPBC Act.

1.36 DELETE clause 38 and REPLACE with the following:

The Parties agree to participate in the assessment of any future World Heritage Places consistent with the Australian World Heritage Intergovernmental Agreement.

1.37 DELETE clause 39.

1.38 DELETE clause 40 and REPLACE with the following:

The Parties agree that they will give consideration to the potential social and economic consequences of any World Heritage Nomination of places in the Tasmanian Region and that any such nomination will only occur after the fullest

consultation and with agreement of the State.

1.39 DELETE clause 41 and REPLACE with the following:

The Parties agree that any World Heritage Nominations involving any part of the Forest Estate in the Tasmanian Region will be from areas within the Dedicated Reserve elements of the CAR Reserve System.

1.40 DELETE clause 42 and REPLACE with the following:

The Parties agree:

- that before any World Heritage Nomination of any part of the Forest Estate is made, management arrangements, including joint policy coordination arrangements and a draft or final statutory management plan under the relevant Tasmanian legislation, will be in place.

1.41 INSERT the following new headings and clauses after clause 42:

National Heritage

42A. The Parties agree that the Forest Management System provides for the protection of National Heritage through management of National Heritage Values of National Heritage Places in accordance with National Heritage Management Principles.

Commonwealth Heritage

42B. The Parties agree that the Forest Management System provides for the protection of Commonwealth Heritage through the management of Commonwealth Heritage Values of Commonwealth Heritage Places in accordance with Commonwealth Heritage Management Principles.

Ramsar Wetlands

42C. The Parties acknowledge that the Forest Management System provides for the protection of the ecological character of Ramsar Wetlands, in accordance with Australia's obligations under the Ramsar Convention, by:

- (a) the application of Part 3 of the EPBC Act, as the exemption to the application of Part 3 of the EPBC Act for Forestry Operations does not apply to Ramsar Wetlands pursuant to section 42 of the EPBC Act;
- (b) management of Ramsar Wetlands under the Forest Management System, including having regard to Ramsar Wetland information sheets and Ramsar Wetland ecological character descriptions; and
- (c) management of the relevant threatened native vegetation communities listed in Schedule 3A of the *Nature Conservation Act 2002* (Tas).

1.42 DELETE the headings “Monitoring this Agreement” and “Five yearly review” and clauses 44, 45, 46 and 47.

1.43 DELETE clause 48 and REPLACE with the following:

The Parties agree that the CAR Reserve System has been established and progressively added to for the purpose of ensuring the long-term conservation and protection of the values defined by the JANIS Reserve Criteria. The CAR Reserve System includes the land specified in Attachment 6.

1.44 INSERT the following new clause after clause 48:

48A. The primary function of the CAR Reserve System is to ensure the long-term conservation and protection of Environment and Heritage Values, including Listed Species and Communities.

1.45 DELETE clause 49 and REPLACE with the following:

The Parties agree that the CAR Reserve System established in accordance with this Agreement (including as it has been progressively added to), comprises:

- Dedicated Reserves and other Formal Reserves; and
- Informal Reserves; and
- areas with CAR Values protected by prescription; and
- Private Land with CAR Values protected under secure management arrangement by agreement with private landholders.

1.46 INSERT the following new heading and clause after clause 49:

Action to manage the CAR Reserve System

49A. The State will manage and conserve the Formal Reserve elements of the CAR Reserve System consistently with its obligations in relation to the relevant statutory values and purposes of reservation set out in Schedule 1 of the *Nature Conservation Act 2002* (Tas), and the management objectives set out in Schedule 1 of the *National Parks and Reserve Management Act 2002* (Tas).

1.47 VARY clause 50 by DELETING the words “in accordance with” and REPLACING with the following:

under

1.48 VARY clause 50 dot point one by DELETING the following:

as defined in clause 2

1.49 VARY clause 50 dot point 2 by DELETING “CAR values” and “CAR reserve” and REPLACING with the following:

CAR Values

CAR Reserve

1.50 VARY clause 50 dot point three by DELETING the following:

provides adequate protection for Wild Rivers and
proposed

1.51 INSERT the following new clauses after clause 50:

50A. The Parties agree that they will use best endeavours to ensure changes to those elements of the CAR Reserve System in Informal Reserves on Public Land will:

- (a) only occur in accordance with this Agreement;
- (b) be made publicly available; and
- (c) not lead to deterioration in the representation or protection of identified CAR Values to below levels established by this Agreement in 1997, noting that minor changes to the levels of representation or protection of specific CAR Values may occur.

50B. The State will maintain records indicating the location, extent and purpose of any amendment to the Informal Reserve system and the net impact that any amendments have on CAR Values.

1.52 DELETE the heading "Public Land" and clauses 51, 52, 53, 54 and 55.

1.53 INSERT the following heading above clause 56:

Commonwealth owned or leased land

1.54 DELETE clause 57.

1.55 VARY clause 58 by DELETING the words "in particular the State reaffirms its commitments" and the three dot points and REPLACING with the following:

acknowledge that the State:

- has a policy for maintaining a permanent Native Forest Estate to regulate the extent of clearing and conversion of the Native Forest Estate, including on Private Land;
- has native vegetation retention controls under the *Forest Practices Act 1995* (Tas) and the *Nature Conservation Act 2002* (Tas) to regulate the clearance and conversion of threatened native vegetation communities, including on Private Land;
- maintains a Forest Practices System that requires private Forest Owners to undertake their management operations consistently with the principles of Ecologically Sustainable Forest Management;
- will continue to provide ongoing monitoring and management support services to Owners of covenanted land under the *Nature Conservation Act 2002* (Tas).

1.56 DELETE clause 59 and REPLACE with the following:

The Parties recognise the importance to the CAR Reserve System of Environment and Heritage Values on Private Land and the State agrees to continue to support processes which will facilitate the voluntary participation by private Forest Owners to protect CAR Values on Private Land. All conservation mechanisms for the establishment of the Private Land component of the CAR Reserve System will be voluntary.

1.57 DELETE the heading “Maintaining a permanent forest estate” and REPLACE with the following:

Permanent Native Forest Estate Policy

1.58 INSERT a new clause after the heading “Permanent Native Forest Estate Policy” as follows:

59A. The State’s Permanent Native Forest Estate Policy is an important element of achieving Ecologically Sustainable Forest Management and applies to areas of Native Forest managed on a sustainable basis both within the CAR Reserve System and within other Forests across Public Land and Private Land.

1.59 DELETE clause 61 and REPLACE with the following:

The Parties agree that the Permanent Native Forest Estate Policy, together with the CAR Reserve System and Tasmania’s Forest Management System implemented under this Agreement, meet the requirements of the NFPS for the protection of regional conservation values and catchment management objectives.

1.60 VARY clause 62 by DELETING the three dot points and REPLACING them with the following:

- the maintenance of the CAR Reserve System;
- supported, internationally competitive Forest Products industries which are economically sustainable and provide for social and economic benefit; and
- an integrated, complementary and strategic Forest Management System capable of responding to new information.

1.61 DELETE clause 63 and REPLACE with the following:

The State confirms its commitment to the ongoing implementation and achievement of ESFM on both Public Land and Private Land through the continued implementation of improvements to its Forest Management Systems and adaptive Forest management.

1.62 INSERT the following new headings and clauses after clause 64:

Climate change

64A. The State agrees to manage its Forests in accordance with the NFPS objectives and policies as they relate to climate change, adaptation and

carbon. The Parties acknowledge:

- (a) the need to manage Forests so as to maintain or enhance the contribution of managed Forests to the effective management of carbon within the carbon cycle;
- (b) that maintaining Native Forest, through the CAR Reserve System, the Permanent Native Forest Estate Policy, managed production Forests and other mechanisms, plays an important role in maintaining the contribution of the State's Forests to the effective management of carbon within the carbon cycle.

Old Growth forest management on Public Land

64B. Since the signing of this Agreement, harvesting of Old Growth forest on Public Land has been significantly reduced. The State will continue to publicly report on the area of public Old Growth forest harvested by silvicultural technique each year.

1.63 DELETE the heading "Accreditation".

1.64 DELETE clauses 65, 66 and 67.

1.65 DELETE the heading "Protection of priority species" and clauses 68, 69, 70 and 71.

1.66 DELETE the heading "Consultative Mechanisms" and REPLACE with the following:

Monitoring and reporting on Ecologically Sustainable Forest Management

1.67 INSERT the following new clause after clause 71:

71A. The Parties agree that the Forest Management System will be enhanced by continuing mechanisms to monitor and review the sustainability of Forest management practices.

1.68 DELETE clause 72 and REPLACE with the following:

The State has a well-established set of Sustainability Indicators, which are aligned with the Montreal Process Criteria and Indicators, as adapted to Australia through the Montreal Process Implementation Group, and are reported on every five years in the State of the Forests Report. The State will continue to publicly report on its Sustainability Indicators every five years in its State of the Forests Report to align with and inform the 5 yearly reviews required under this Agreement.

1.69 DELETE clause 73 and REPLACE with the following:

The Parties recognise that they already have in place a range of processes and instruments which provide for public participation and consultation, as outlined in the Forest Management System.

1.70 DELETE the heading “Employment and Industry Development” and REPLACE with the following:

Industry stability

1.71 DELETE clause 74 and REPLACE with the following:

In recognition of the contribution of forest-based industries to the Tasmanian economy, the Parties intend that this Agreement will support future growth and development of Tasmania's industries associated with forests and timber products specifically through:

- certainty of resource access to the forest industry; and
- security of access to the Mining industry by continuing to recognise defined land tenures which allow for exploration and Mining together with the protection of Environment and Heritage Values; and
- facilitating and enabling industry growth and development, in areas such as:
 - (a) skills retention and workforce development;
 - (b) research, innovation and extension;
 - (c) strategic marketing, communications and education;
 - (d) essential and strategic infrastructure;
 - (e) resource management and access;
 - (f) reducing regulatory burden.

1.72 DELETE clause 75 and REPLACE with the following:

The Parties acknowledge, as set out in the *Regional Forest Agreements Act 2002* (Cth), that certain provisions of Commonwealth legislation do not apply in relation to RFA wood or RFA forestry operations (as defined in the *Regional Forest Agreements Act 2002* (Cth)).

1.73 DELETE clauses 76 and 77.

1.74 INSERT after the heading “Other Forest Uses” the following sub-heading:

Application of Commonwealth legislation

1.75 VARY clause 78 by INSERTING the following at the end of the clause:

In some limited circumstances that do not relate to the substance of this Agreement (for example, foreign investment approval, export controls for non-forest products and major infrastructure developments), Commonwealth legislative provisions may also apply.

1.76 INSERT the following new sub-headings and clauses after clause 78:

Special Species Timber industry

78A. The Parties recognise the particular importance of Special Species Timber for the Tasmanian Special Timbers sector including primary and secondary processors, retail and tourism.

- 78B. The Parties agree that selected areas of Public Land will continue to be accessible for the long term production of Special Species Timbers, consistent with relevant statutory management objectives and statutory management plans.
- 78C. The Parties acknowledge that Special Species Timbers have a unique geographical distribution.
- 78D. Consistent with clause 40, the Parties will consider Special Species Timbers in the consideration of the potential social and economic consequences of World Heritage Nomination of places in the Tasmanian Region.

Apiculture

- 78E. The Parties support access to, and management of, selected areas of Public Land to provide beekeepers with access to apiary sites, including leatherwood forest, for the purposes of apiculture.

1.77 INSERT the following new sub-heading above clause 79:

Mineral exploration and Mining activities

1.78 DELETE clause 79 and REPLACE with:

The Parties recognise subject to clauses 80, 81 and 82 that Mineral exploration and Mining can occur in those specified parts of the CAR Reserve System which are identified in Attachment 6, or where consistent with relevant statutory values and purposes of reservation set out in Schedule 1 of the *Nature Conservation Act 2002* (Tas), and the management objectives set out in Schedule 1 of the *National Parks and Reserve Management Act 2002* (Tas), and subject to any requirements under the EPBC Act.

1.79 VARY clause 80 by DELETING the word “mineral” and REPLACING with:

Mineral

1.80 VARY clause 80 by DELETING “CAR values” and “those values” and REPLACING both with:

CAR Values

1.81 VARY clause 81 by DELETING “mining” and REPLACING with the following:

Mining

1.82 VARY clause 82 by DELETING “high quality wilderness”, “mineral” and “mining” and REPLACING with the following:

High Quality Wilderness

Mineral

Mining

1.83 DELETE the heading “Indigenous Issues” and REPLACE with the following:

Aboriginal heritage

1.84 DELETE clause 83 and REPLACE with the following:

The Parties agree that the Forest Management System provides a framework for the protection of Aboriginal heritage values.

1.85 INSERT the following new clause after clause 83:

83A. The Parties are committed to meaningful consultation on forest management with the Aboriginal Heritage Council and community in relation to protection of significant sites and places.

1.86 VARY the location of the heading "Research" to MOVE the heading above clause 87.

1.87 DELETE clause 87 and REPLACE with the following:

Research priorities identified at the establishment of this Agreement are listed in Attachment 13.

1.88 VARY clause 88 by DELETING the following words:

and have outlined research priorities in Attachment 13

1.89 VARY clause 90 by DELETING the following words:

and have agreed to provide such access and accreditation for the term of this Agreement in accordance with the practices and procedures specified in Attachment 14

1.90 INSERT the following new clauses after clause 90:

90A. The Parties commit to a policy of open access to information and agree that all data held by each of them that is used for ongoing implementation and monitoring of this Agreement is published under the least restrictive AusGOAL endorsed licences (including Creative Commons) unless otherwise agreed, or where data is confidential or otherwise restricted.

90B. The Parties recognise that the datasets used at the commencement of this Agreement are listed in Schedule 1 of Attachment 14.

1.91 DELETE clause 93 and REPLACE with the following:

The State has a well-established Forest Management System. As part of the Forest Management System, the State agrees to encourage its public Forest managers to maintain Environmental Management Systems equivalent to systems meeting the requirements of ISO 14001.

1.92 VARY clause 94 by DELETING the following words from the first dot point:
specified in Attachment 10

1.93 DELETE the heading “Databases and Confirmation” and clauses 96 and 97.

1.94 DELETE clause 98 and REPLACE with the following:

The State agrees to undertake and make publicly available a 5 yearly review of sustainable high quality sawlog supply levels from Public Land to reflect the changes in the forest inventory and management initiatives. The review will coincide with the 5 yearly reviews of this Agreement.

1.95 INSERT the following new clauses after clause 98:

98A. The State will continue to make its methodology of calculating its sustainable yield publicly available.

98B. The State will also continue to monitor and publicly report annually on its compliance with the determined sustainable yield.

98C. The State confirms that the sustainable yield for the Public Forest Estate will be based on areas available for timber harvesting in accordance with this Agreement and the law of Tasmania.

1.96 VARY clause 102 by DELETING subparagraphs 102 a)(i) and (iii).

1.97 VARY subparagraph 102 a)(v) by DELETING the following:

58, 68 or 73

1.98 VARY clause 105.4 by DELETING both references to “45” and REPLACING with the following:

9B

1.99 DELETE the following Attachments:

Attachment 1

Attachment 2

Attachment 3

Attachment 5

Attachment 11

Schedule 2 – Variation to Attachment 6

Attachment 6 is amended as follows:

1.1 DELETE paragraph 1 of item 1 and REPLACE with the following:

Upon the establishment of the Agreement in 1997, the CAR Reserve System on Public Land comprised both existing and new agreed reserves as shown on Map 1. The areas of the CAR Reserve System on Public Land comprises the reserves (other than the reserves on private land) illustrated from time to time by the Tasmanian Reserve Estate spatial layer available at www.dpipwe.tas.gov.au.

The reserve estate includes the following elements:

1.2 VARY the second dot point in item 1 by DELETING “other than a forest reserve as described in Attachment 7, on State forest” and REPLACE with the following:

on Public Land.

1.3 VARY the second dot point in item 1 by DELETING “,” after “Classification System”.

1.4 DELETE item 2 and REPLACE with the following:

Following implementation of the Agreement in 1997, the CAR reserve system on Public Land, not including values managed by prescription, totalled 2,700,000 ha, comprising 2,304,000 ha of existing reserves and 396,000 ha of additional reserves. The reservation levels achieved at that time in the CAR Reserve System on Public Land for Forest Communities and Old Growth communities are detailed in Table 1. These do not include values reserved by prescription.

1.5 DELETE paragraph 1 of item 3 and REPLACE with the following:

The term Formal Reserve is used in Tasmania to include the following classes of reserve listed in Schedule 1 of the *Nature Conservation Act 2002* (Tas):

1.6 DELETE the following dot point under the heading “Dedicated Reserves”:

- forest reserves not subject to the *Mineral Resources Development Act 1995* (Tas)

1.7 DELETE the following dot points under the heading “Other Formal Reserves”:

- forest reserves subject to the *Mineral Resources Development Act 1995* (Tas)

1.8 VARY the heading for Table 1 by INSERTING at the end the following:

following implementation of the Agreement (November 1997)

- 1.9 DELETE items 4, 5 and 7.**
- 1.10 DELETE the heading “1. Formal Reserves” and all text under it.**
- 1.11 VARY the heading “2.1 State forest areas” by DELETING “State forest” and REPLACING with the following:**
Public Land
- 1.12 DELETE items 16 and 17.**
- 1.13 VARY item 18 by DELETING and REPLACING with the following:**
Any changes made to informal reserve boundaries will be in accordance with clause 50A of the Agreement.
- 1.14 VARY item 19 by DELETING the following:**
in the following table
- 1.15 VARY item 19 Condition 4 by DELETING the following after “Defence will”:**
however
- 1.16 VARY item 19 Condition 4 by INSERTING the following after “Defence will consult with relevant”:**
experts,
- 1.17 VARY item 19 by DELETING Condition 5 and Condition 6 and REPLACING with the following:**
- | | |
|--------------|--|
| Condition 5. | Defence will make environmental management plans for the Buckland and Stony Head Training Areas available to State and Local authorities and will cooperate with those authorities to make changes if they are required to protect CAR Values. |
| Condition 6. | Defence will be provided advance notification of any proposed changes to reserve boundaries on Defence land and will be given 40 days to provide a submission on the feasibility of changes with respect to Defence use of the area. |
- 1.18 DELETE item 20.**
- 1.19 DELETE all text under the heading “Areas of Commonwealth land to be managed as Informal Reserves”.**
- 1.20 DELETE the headings “4. Deferred Forest Land” and “5. Areas to be added to State Forest”.**
- 1.21 DELETE items 22, 23 and 24.**

Schedule 3– Variation to Attachment 7

1.1 INSERT after the heading “Purposes and Objectives of Reserve Categories under Tasmania’s revised Public Land Classification System” the following:

The following tables describe the purposes and objectives of reserve categories at the time of the establishment of the Agreement. The State’s obligations in relation to the relevant statutory values and purposes of reservation are now set out in Schedule 1 of the *Nature Conservation Act 2002* (Tas), and the management objectives are set out in Schedule 1 of the *National Parks and Reserve Management Act 2002* (Tas).

Schedule 4 - Variation to Attachment 9

Attachment 9 is amended as follows:

- 1.1 VARY the first paragraph under the head “Maintaining a Permanent Forest Estate” by DELETING “intensive forest management, in particular expanded plantation development, and the limited availability of land for plantation establishment” and REPLACE with the following:**

fulfilling the goals, objectives and implementation of the NFPS

- 1.2 DELETE item 2 and REPLACE with the following:**

The State has developed a policy and complementary statutory arrangements to maintain Native Forest on a state-wide basis, including the cessation of broad scale clearance and conversion of Native Forest, to meet the requirements of the NFPS for the protection of regional conservation values and catchment objectives.

- 1.3 DELETE item 3.**

- 1.4 DELETE item 4 and REPLACE with the following:**

The State will monitor changes and collate information on the total area of Forest Communities within Tasmania and within each IBRA region. This will include monitoring planned harvest and reforestation activity through the Forest Practices System.

- 1.5 VARY item 5 by DELETING the first sentence and INSERTING the following after “Forest Communities within”:**

Tasmanian and within

- 1.6 DELETE item 6 and REPLACE with the following:**

The State will, in respect of Native Forest, ensure that Tasmania’s Forest Management System continues to provide for reforestation, including standards for species selection and stocking to ensure maintenance of a permanent Native Forest Estate.

- 1.7 DELETE item 7 and 8.**

- 1.8 VARY item 9 by DELETING “endangered” and REPLACING with the following:**

Listed Species and Communities

- 1.9 VARY item 11 by DELETING “ongoing review of the Forest Practices Code and in accordance with the provisions for public comment and review set out in the *Forest Practices Act 1985*” and REPLACE with the following:**

5 yearly review of the Agreement.

Schedule 5- Variation to Attachment 10

1.1 INSERT after the heading “Improvements to Tasmania’s Forest Management Systems” the following:

The improvements to the State’s forest management system agreed by the Parties at the time of the establishment of the Agreement are listed below. The State’s Forest Management System is now summarised in *Tasmania’s Forest Management System: An Overview* (2017) as amended from time to time, and made available on the website of the Department of State Growth.