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**SCOPING AGREEMENT FOR A WESTERN AUSTRALIAN  
REGIONAL FOREST AGREEMENT**

THE LIBRARY  
DEPARTMENT OF CONSERVATION  
& LAND MANAGEMENT  
WESTERN AUSTRALIA

**Preamble**

1. The purpose of this Scoping Agreement is to confirm the intention of the Commonwealth and Western Australian Governments to proceed to the negotiation of a Regional Forest Agreement (RFA) for the south west forest region and to establish processes and timetables for its completion. This region includes all native forests from which export woodchips are sourced.
  - 1A. The provisions of this Agreement are not intended to give rise to legally enforceable rights or obligations between the Commonwealth and Western Australia.
  - 1B. The Commonwealth and Western Australia note that, in:
    - (a) entering into this Agreement;
    - (b) imposing on Western Australia obligations with respect to the carrying out of the projects, studies, analyses and processes necessary to enable the parties to negotiate an RFA incorporating the matters set out in Clause 4 of this Agreement; and
    - (c) negotiating the terms of the RFA, the Commonwealth must, for the purposes of Commonwealth actions and decisions arising from this Agreement
    - (d) apply to each State, and to each forest region within a State, the same standards with respect to forest management and environmental, heritage, economic and social targets to be achieved;
    - (e) allow for differences in the obligations to be imposed on different States, under this Agreement and corresponding Scoping Agreements with other States, and also under the RFA to be concluded with each State (including differences in the dates by which those obligations are to be fulfilled) only to the extent that those differences are necessary to take account of:
      - (i) differences in the forest types represented in individual forest regions and in the environmental, economic and social pressures on those regions; and
      - (ii) differences in the level and quality of information, and of analysis of that information, about those forest regions that is available to the parties at the time of entering into this Agreement; and
    - (f) apply to each State, and in respect of each region within a State, the same standards with respect to the level of compliance by a State that will be taken to constitute 'significant progress' towards the completion of an RFA.

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- 1C. Each clause of this Agreement is to be read subject to Clause 1B, whether an express reference to Clause 1B is included in the text of the clause or not.
2. The Commonwealth and Western Australia agree that this Scoping Agreement and any RFA negotiated will be consistent (including with respect to the definition of terms) with the National Forest Policy Statement (NFPS), and, consistently with Clause 1B, other relevant agreements and policies including the National Strategy for Ecologically Sustainable Development (NSED) and the Intergovernmental Agreement on the Environment (IGAE). The Commonwealth and Western Australia recognise that this Agreement, and any RFA negotiated, cannot impose on a party any obligation that is inconsistent with a law of the Commonwealth or of Western Australia where that law is binding upon that party.

### Objectives

3. The Commonwealth and Western Australian Governments believe that the long-term ecologically sustainable management of forests and the development of competitive and efficient forest industries are compatible objectives and therefore they are committed to providing a basis for these objectives in the region covered by this Agreement, thereby ensuring the protection of conservation values, the basis of an internationally competitive forest products industry, and the effective use of other economic and social resources of the region.
4. Subject to Clause 1B the Commonwealth and Western Australian Governments agree to negotiate an RFA that will:
- (a) define and describe the means for conserving those forest areas needed to form a comprehensive, adequate and representative (CAR) reserve system;
  - (b) define those forest areas available for securing sustainable commercial use of forests;
  - (c) accredit codes of forest practice, including the process for periodic review of these codes and other management arrangements for forests within RFA boundaries,
  - (d) identify forest resource use and sustainable industry development options and examine any potential economic and social implications, including on communities, of these options;
  - (e) identify the region's wood products, mining and other industry potential;
  - (f) address biodiversity and threatened species issues;
  - (g) address heritage issues;
  - (h) identify a mechanism to enable updating each RFA in light of significant new information or exceptional circumstances.




## Regional Forest Agreement

5. On the signing of this Scoping Agreement, the Commonwealth Government, undertakes to fulfil its obligations with respect to the processes and milestones as outlined in Attachments 1 & 2 for the development of an RFA.
- 5A. On the signing of this Scoping Agreement, the Western Australian Government, undertakes to fulfil its obligations with respect to the processes and milestones as outlined in Attachments 1 & 2 for the development of an RFA.
- 5B. This Scoping Agreement commits the Governments to undertake the necessary assessments to meet both Governments' statutory and policy obligations within that timeframe. The Governments agree that the studies and processes outlined in Attachment 1 will constitute the full assessment of identified values for the purposes of negotiating the RFA. The Governments further agree to cooperate actively to meet the overall program milestones outlined in Attachment 2 and that, subject to Clause 1B, the timetable may be varied by mutual consent.
6. Both Governments agree to the formation of a joint Commonwealth and State:
  - (a) Steering Committee to direct and coordinate the RFA process, approve projects, agree on the custodianship of all data and arrangements for data availability and exchange (see Attachment 4), to resolve issues in dispute, to approve all written reports of the project, and develop and implement a public consultation strategy to meet the statutory requirements of both Governments, stakeholder and community expectations; and
  - (b) Technical Committee to review data, identify gaps, develop and implement methodologies and projects, monitor progress and ensure appropriate standards of information and data gathering and storage and to recommend to the Steering Committee appropriate projects and studies, their costs and completion dates.
7. Both Governments note that, in deciding whether Western Australia has made significant progress towards entering into a Regional Forest Agreement, the Commonwealth Minister will have regard to the State's compliance with this Agreement, in particular its adherence to the milestones in Attachment 2 of this Agreement. The Minister will also have regard to the State's compliance with the terms of the Deferred Forest Agreement. Each party further undertakes to consider expeditiously any request from the other party to vary these nominated milestones and, subject to Clause 1B, to not unreasonably withhold its approval of any variations consistent with the objectives of this Agreement.

## Definition of the Region

8. This Scoping Agreement applies to the area or areas shown on the map(s) at Attachment 3, known as the south west forest region. In developing the RFA which applies to this region, regard will be given to native forest on public and private land from which export woodchips are sourced.



9. To capture the full economic and social context for the RFA, economic, social and environmental implications of RFA options beyond the defined boundary will be taken into consideration in the assessment and planning process and in the discussions concerning mitigation of any adverse impacts.

#### Private Landholder Participation

10. In respect of private land both Governments undertake to encourage and facilitate the active participation of all land owners where necessary.

#### Interim Conservation Arrangements

11. Both Governments agree to abide by the commitments as set out in the Deferred Forest Agreement signed by the Prime Minister and Premier of Western Australia on [Date].

#### Key Assessments and Outcomes

12. The Commonwealth and Western Australia agree that ecologically sustainable forest management (ESFM) will require a variety of mechanisms, including: the implementation of a comprehensive, adequate and representative (CAR) reserve system, complementary off-reserve management, appropriate codes of forest practice and management plans. Both Governments recognise that an important and integral part of this process is the consideration of economic and social factors in determining and implementing such mechanisms. The Governments agree to prepare the necessary documents outlining the process to achieve ESFM, including performance indicators as an integral part of the RFA.
13. The Governments agree that a CAR reserve system will be developed and implemented as part of the RFA as set out in Clause 4 of this Agreement. Both parties agree to work with other States, including through the JANIS process toward national CAR criteria based on the NFPS.
14. In relation to forests covered by this RFA the Commonwealth will provide assistance for conservation outcomes including, but not limited to, consideration of:
- (a) surveys to fill key information gaps;
  - (b) implementation of recovery plans for threatened species and threat abatement plans for threatening processes;
  - (c) monitoring the performance of biodiversity criteria;
  - (d) implementation and funding of conservation agreements with private landholders and purchase of some key areas for the forest reserve system; and
  - (e) establishment of management regimes for new forest reserves.



### Internationally Competitive and Efficient Industries

15. The Commonwealth and Western Australian Governments agree that the achievement of an internationally competitive and efficient wood and wood products industry would require, over the duration of the RFA Agreement, consideration of:
- (a) resource quality and quantity;
  - (b) domestic and international market opportunities;
  - (c) industry development plans;
  - (d) investment opportunities; and
  - (e) international certification and labelling.
16. In addition to the assistance outlined in Paragraph 14 above, the Commonwealth will provide assistance through its Wood and Paper Industry Strategy and, where necessary, the Structural Adjustment Package to facilitate implementation of RFA outcomes. The nature and level of any such assistance will be discussed by both Governments during the course of the RFA in light of economic and social assessments.
17. This Agreement notes that consistent with the NFPS and Competition Principles Agreement signed on 11 April 1995, Western Australia agrees to establish by July 1996 a timetable for review (including reporting) pricing and allocation policies for commercial government-owned forestry operations.

### Indigenous Issues

18. Both Governments undertake to consult fully with indigenous communities on all aspects of the RFA consistent with the requirements of State and Commonwealth legislation.

### Accreditation

19. It is the objective of both parties that, to the maximum extent possible, data sets and processes be jointly accredited for the purposes of the development, monitoring and assessment of the RFA and to satisfy the requirements for associated State and Commonwealth statutory assessments (eg. the *Environment Protection (Impact of Proposals) Act 1974* (the EPIP Act)). This will require that:
- (a) the Governments jointly develop a list of processes that meet both parties' purposes in the RFA process. Wherever existing processes, or processes developed for the RFA, meet those purposes, they will be accredited;
  - (b) both Governments develop a list of standard data items, data quality assurance standards, criteria and guidelines to describe the data necessary



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to meet both party's purposes in the RFA process. Wherever existing data, or data to be produced for the RFA, meet these purposes (or as otherwise jointly agreed), those data will be accredited;

20. Notwithstanding paragraph 19 above, both Governments agree, subject to any statutory constraints, and the concurrence of the Steering Committee, to make available derived data and derived information sets to inform stakeholders at agreed key consultation stages during the course of negotiations on an RFA. The Steering Committee will consider expeditiously any request which it receives for the release of information.
21. Ownership, custodianship and data availability will be in accordance with the Data Access Principles (Attachment 4)

#### **Duration, Monitoring and Exceptional Circumstances**

22. Both Governments aim to develop an RFA that will operate for 20 years. The Commonwealth and Western Australia agree to identify appropriate performance indicators to measure RFA outcomes and to develop monitoring arrangements and to report on those indicators and the performance of the RFA every 5 years. Both Governments also agree prior to the signing of the RFA, to identify exceptional circumstances which could influence those RFA outcomes significantly and which would require a reassessment and amendment of the RFA before its due expiry date.

#### **Duration of Scoping Agreement**

23. This Agreement commences from the date of signature by both Governments and remains in force until a Regional Forest Agreement is completed and signed by both Governments. Any variations to this Agreement must be agreed in writing between both Governments.

#### **Funding**

24. Both Governments agree that budget and cost sharing arrangements for all assessments required for the RFA will be mutually agreed with an objective of matching contributions in funding and/or in kind.



Signed for and on behalf of each of the Parties by:

The Honourable John Winston Howard MP  
Prime Minister of the Commonwealth of Australia  
on the 11<sup>th</sup> of July 1996  
in the presence of

Stephen Brady

)  
) *John Howard*  
)

The Honourable Richard Court MLA  
Premier of the State of Western Australia  
on the 3<sup>rd</sup> day of July 1996  
in the presence of

Richard Court

)  
) *R Court*  
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## ATTACHMENT 1

## COMPREHENSIVE REGIONAL ASSESSMENTS (CRAS)

1. The Governments recognise each other's statutory, international and policy responsibilities in regard to forests. For the purposes of each Regional Forest Agreement (RFA), both Governments agree to undertake jointly the following regional assessments outlined in this Attachment.

For the purposes of these assessments both Governments recognise the forest ecosystems, forest types and forest vegetation communities, together with their environmental descriptors are commonly used as a surrogate for biodiversity and as a practical tool for planning a comprehensive reserve system. These terms have different meanings in different jurisdictions. For the purposes of this document, these surrogates are called "forest ecosystems". The surrogates used will be determined through negotiations between the Commonwealth and Western Australia. In particular, an early matter for consideration by the Steering Committee and a Panel of Independent Scientists and Experts will be the appropriate levels of forest type / ecosystem / forest vegetation community classification and mapping to be gathered and used in the application of biodiversity and old growth criteria for a comprehensive, adequate and representative reserve system.

- (a) Biodiversity  
This assessment will identify elements of biodiversity at the species, forest type and ecosystem levels, and will review key disturbances and threatening processes (eg: disease, feral animals and weeds) in accordance with the framework, principles, approaches and criteria of the final *National Criteria for the Establishment of a Comprehensive, Adequate and Representative Reserve System for Forests in Australia* currently being jointly developed by the Commonwealth and the States.

Regional flexibility is necessary for several reasons and will need to be considered on a case by case basis in the application of economic and social factors. Reductions in the 15% criterion may also be appropriate on a case by case basis where biodiversity conservation can be demonstrated to be met with a lesser area, for example, where a forest ecosystem is extensive and relatively uniform or where a forest ecosystem is subject to low intensity resource use and has demonstrated resilience and stability or as finer levels of assessment are undertaken where scientific advice demonstrates that biodiversity objectives can be met.

The outputs from this assessment will be used to develop options for a CAR reserve system that samples biodiversity in accordance with agreed criteria and as input to ecologically sustainable forest management practices in off-reserve system areas.



Assessment methodology may include:

- (i) A data report that summarises available information on species, ecosystems/communities, and threatening processes and identifies gaps where additional data collection is required;
- (ii) Collation and where necessary collection of point location and selected habitat data for flora and fauna and site attributes for defining forest ecosystems and communities;
- (iii) Analysis of data to generate forest ecosystems and communities and modelled distributions of flora and fauna species, including an analysis of the performance of data layers as biodiversity surrogates; and
- (iv) Examination of biodiversity elements that generate:
  - options for a CAR reserve system;
  - management prescriptions for priority species, threatening processes and forest ecosystems and communities in off-reserve areas; and
  - recommendations and project outlines for on-going survey and research for inclusion in an RFA.

(b) Old growth

Old growth forests are acknowledged to have significance because of their high aesthetic, cultural and nature conservation values and their freedom from disturbance (NFPS, 1992). Western Australia considers that old growth forest has significance primarily for aesthetic and cultural values, although reservation of old growth will have some direct benefits for biodiversity. This issue will be further developed bilaterally during the CRA process.

The assessment of old growth forests will occur in accordance with the framework, principles, approaches and criteria of the final *National Agreed Reserve Criteria for the Establishment of a Comprehensive, Adequate and Representative Reserve System for Forests* in Australia currently being jointly developed by the Commonwealth and the States.

It is necessary to approach old growth criteria in a flexible manner according to regional circumstances, especially when forest types are still widespread and retain large areas of old growth. Wherever possible, areas of old growth requiring protection should be included in the area identified to meet biodiversity criteria.

**It is the Western Australian Government's view that current and future old growth values may be best protected in the virgin (unlogged) component of each forest type. However, this issue will be further developed bilaterally during the CRA process.**

This assessment will map the areal extent of old growth forest so that the criteria for reservation of old growth can be applied.

Outputs may include a full report of the method used, a description of the disturbance categories; maps of forest growth stages, disturbance classes and old growth at a consistent scale and equivalent digital data covering the entire study area.

(c) Wilderness

This project will complete the National Wilderness Inventory (NWI) analysis in the region to allow the delineation of places with high wilderness quality utilising improved disturbance information such as roading, grazing and timber harvesting.

Consistent with the reserves criteria formulated under the JANIS process, wilderness areas will meet the minimum rating of 12, minimum thresholds for each of the wilderness indicators and a minimum area of 8000 hectares.<sup>3</sup>

In relation to roads, minimum thresholds for the attributes of remoteness from access and apparent naturalness will be applied which will exclude from potential wilderness, areas traversed by roads with the possible exception of some minor tracks or minor and infrequently traversed 4WD roads. Such instances will be examined on a case-by-case basis.

Outputs may be a map of all areas with wilderness quality and size above agreed thresholds; a map of areas of wilderness quality within the region identifying boundaries for protection of wilderness values.

(d) Endangered species

This assessment will to the extent possible within available funds and resources, prepare recovery plans for identified forest species, and Threat Abatement Plans for identified threatening processes listed under the Commonwealth *Endangered Species Protection Act 1992*. It will also identify State listed forest species, and, to the extent possible within available funds and resources, implement planning mechanisms in accordance with relevant State legislation. Key outputs may be programs for recovery plans for species and Threat Abatement Plans for key threatening processes listed under the Commonwealth ESP Act; and recovery plans, prescriptions and other planning mechanisms for State listed species.

(e) National Estate values

This assessment will identify, assess and document national estate values, including natural and cultural heritage in Western Australia to satisfy Commonwealth obligations under the *Australian Heritage Commission Act*

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<sup>3</sup> The JANIS process is proceeding toward finalisation and approval by Governments. In the event of Governments agreeing to modified criteria, these clauses will be amended to reflect the agreed position.

1975. To the extent possible, this identification will be undertaken jointly by the AHC and Western Australia in accordance with the criteria for identifying places (Subsection 4(1A) of the AHC Act). Regional variations in values identified and methodologies utilised may occur in response to the availability and format of data, but, to the extent possible, will be jointly agreed between the AHC and Western Australia.

Outputs may include identification, delineation and mapping of above threshold national estate values and places; assessment of current levels of protection and identification of conservation principles for the protection of national estate values and places; documentation of agreed methodologies; and documentation sufficient to allow for interim listing on the Register of the National Estate, as appropriate.

(f) World Heritage values

This assessment will allow the Commonwealth to meet its obligations arising both from it being a State Party to the World Heritage Convention and from its own statutory requirements as set out in the *World Heritage Properties Conservation Act 1983*.

The output would be an assessment of World Heritage values of the forested areas of the South west forest region of WA.

The Governments agree that if there is to be a nomination to the World Heritage list, those values which are best protected by dedicated reservation will be confined within the CAR reserve system. For World Heritage values that are not best protected by dedicated reservation, Governments will agree to appropriate management arrangements.

(g) Indigenous Heritage

This assessment will identify indigenous cultural heritage values within forested areas of the region and within the context of the *Native Titles Act 1993*. Outputs may include identification of areas which are of significance to indigenous groups within the region; documentation of areas which are culturally significant to these groups according to State heritage legislation and national estate criteria in a format which suits the requirements of both Governments and which respects the confidentiality of information regarding areas of Aboriginal significance; assessment of current levels of protection and identification of conservation principles; including on-going consultation with relevant Aboriginal communities; and assessment of Aboriginal community attitudes to forest use.

(h) Social values

This assessment will develop methods and data and analyse the quantitative and qualitative effects on communities of forest use options considered in the development of a RFA. The main outputs will be agreed data, methods and assessment of the options.

- (i) Economic values and industry development opportunities in the forested areas. This assessment will develop methods and data and analyse the economic effects of forest use options considered in the development of a RFA. It will cover issues such as resource availability and sustainability and economic opportunities.

It will also develop methods and data to undertake an assessment of industry development and infrastructure options flowing from forested land use options considered in the development of a RFA, and to determine likely economic implications of those options.

Based on a profile of the nature of the forest resources, outputs will be an economic assessment of the current and potential uses of forests and forested land (and will include other industries such as mining and tourism) within the region

- (j) Ecologically sustainable forest management.

Ecologically sustainable forest management in the region will be evaluated through assessment of forest management and planning systems across all forest tenures. The assessment will be based on agreed guidelines drawn from existing policy including the National Forest Policy Statement and criteria and indicators of the Montreal process (Santiago Declaration). Outputs are expected to include: a listing of the main elements of management systems; identification of any gaps or improvements that could be made to management systems; identification of performance indicators; and identification of processes for ensuring continuous improvement in forest management including monitoring and review mechanisms.

Governments would consider the outcomes of the assessment with a view to reaching the following outcomes in the Regional Forest Agreement: accreditation of State management and planning systems; refinements to existing systems, where required; and, agreement to a cooperative work program for projects during the life of the Regional Forest Agreement

**Consultation and Communication Strategy**

- 2. Both Governments recognise that effective community involvement is critical to the successful completion and enduring life of an RFA and therefore agree to prepare and implement a consultation and communication strategy.

**Administrative Arrangements**

- 3. Both Governments agree to establish the joint Commonwealth - State Steering and Technical Committees as soon as possible.
- 4. Both Governments agree that any scientific matters on which agreement can not be reached, will be referred to a Panel of Independent Scientists and Experts

(PoISE) at the discretion of the Steering Committee. The PoISE will report back to the Steering Committee.

### Environmental Protection

5. The decision of the Commonwealth to engage in a process leading to a RFA with Western Australia will require an environmental impact assessment under the Administrative Procedures of the Commonwealth's *Environment Protection (Impact of Proposals) Act 1974* and Western Australia's *Environmental Protection Act 1986*. The Commonwealth and Western Australia agree to define a joint or cooperative environmental impact assessment of the draft RFA(s) which is in accordance with the principles of the draft national agreement on environmental impact assessment and meets the statutory requirements of both Governments.
6. The Comprehensive Regional Assessments will address matters that require considerations under the Administrative Procedures.
7. Both Governments agree that the public consultation strategy jointly developed for the purpose of the RFA will be consistent with the Administrative Procedures of the *Environment Protection (Impact of Proposals) Act 1974* and State procedures.

### Stages of the RFA

8. Both Governments agree to jointly conduct the following steps as part of the RFA:
  - (a) Project planning completed within two months of signing the Scoping Agreement, including an analysis of gaps in data, data evaluation and accreditation, identifying the scope of the additional technical work required (including methods, outputs, associated costs and funding arrangements), and the relative contributions by the Western Australian and Commonwealth Governments. The indicative timelines below will need to be revisited in the light of detailed planning. Accreditation will be achieved progressively through the assessment process and additional data evaluation as required.
  - (b) Filling of data gaps and developing agreed methodologies for assessment;
  - (c) Assessment phase;
  - (d) Evaluation of forest use options based on the results of the projects listed at paragraph one above (this work may be undertaken partly in parallel to other assessments);
  - (e) Production and release for public comment, a draft RFA report which integrates the conclusions of the environmental, heritage, economic and

social regional assessments and ecologically sustainable management, and which is consistent with the requirements of the EP(IP) Act.

- (f) finalise the RFA.

**ATTACHMENT 2**

**ASSESSMENT OUTLINE AND MILESTONES**

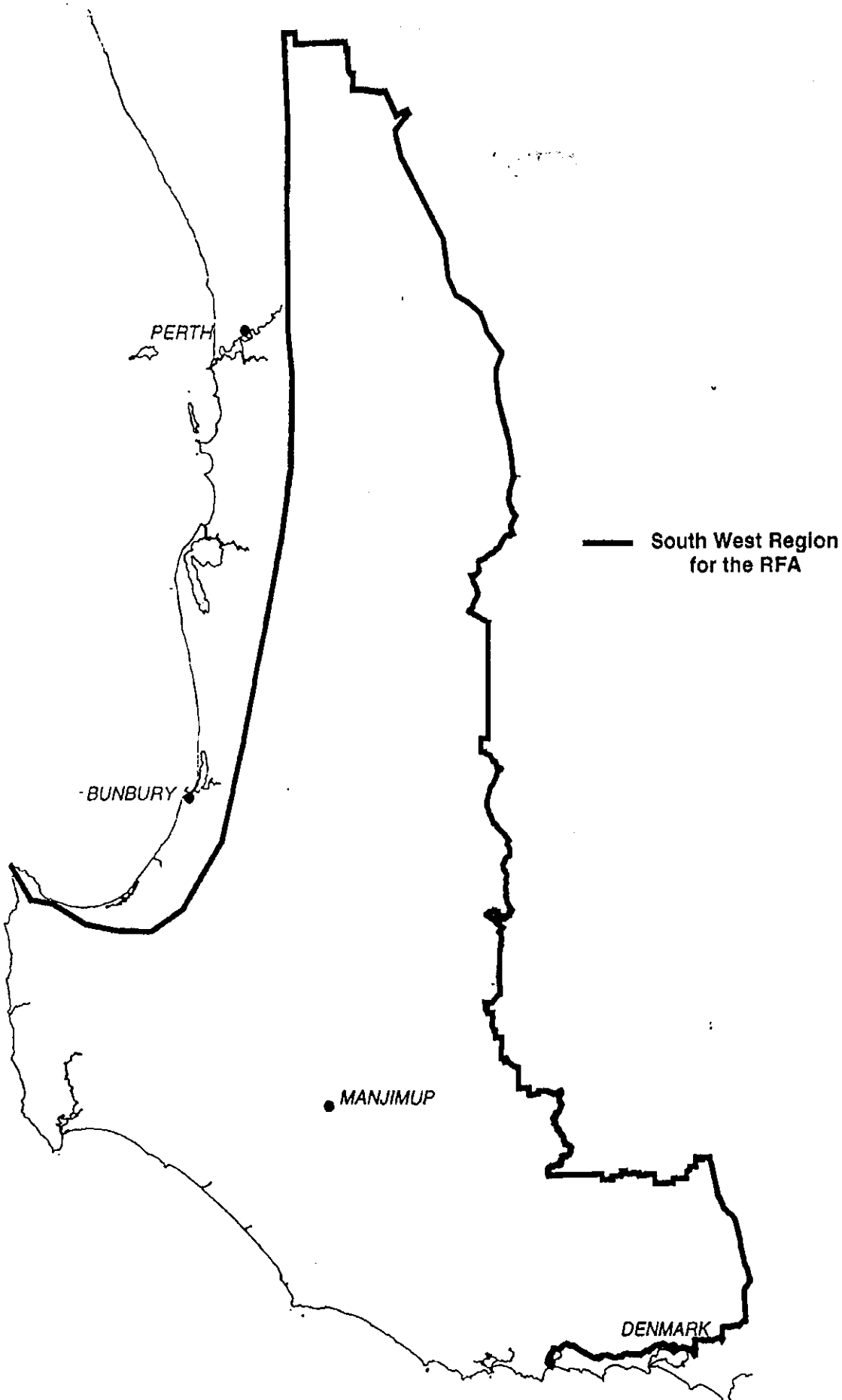
**Introduction**

1. In agreeing to the following milestones, both Governments acknowledge that circumstances, including, but not restricted to funding delays and deliberations of the Panels of Independent Scientists and Experts (PoISE), may result in milestones not being met. In such circumstances, the parties agree to jointly revise those milestones as soon as it is evident that a delay will occur.
2. Both Governments agree that prior to the end of each year, (beginning in 1996), they will jointly approve a list of milestones for the subsequent year. That list of milestones will be publicly available and will be attached to this Agreement.
3. The Commonwealth and Western Australia agree to complete a RFA for the south west forests region by end December 1997.

**1996 Milestones**

4. Both Governments agree to the following preliminary milestones for 1996, acknowledging that these may be reviewed at the completion of the project planning, data report. Both parties acknowledge that these milestones, subject to any variation, will be used for determining significant progress as per clause 7 of the Scoping Agreement.
  - (a) Western Australia and the Commonwealth agree to have completed an analysis of gaps in data and have scoped projects (including methods, outputs, associated costs and funding arrangements) for the assessments as outlined in Sections (a)-(j) of this Attachment 1 no later of two months after signature of this Scoping Agreement.
  - (b) Western Australia and the Commonwealth further agree to appropriate timelines for the assessments in Sections (a)-(j) once the analysis of data gaps and project planning have been completed.

# BOUNDARY OF "SOUTH-WEST REGION" FOR THE REGIONAL FOREST AGREEMENT



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## ATTACHMENT 4

## DATA ACCESS PRINCIPLES

## 1. Definitions

For the purpose of this paper the following definitions will apply:

- Owner:* The individual or organisation which has rights of possession and interpretation of data.
- Custodian:* The individual or organisation which has delegated authority and is responsible for the data or information including maintenance and updating.
- Data Availability:* Access and exchange of data via electronic and other means and with the knowledge and guidance of the owner subject to a data exchange agreement
- Source Data:* Data which is not obtainable from other data or derivable by combining other data sets.
- Source data and data are to be regarded as synonyms.
- Metadata:* Data consisting of descriptions or specifications of source data or derived information.
- Derived Information:* All outputs and products required for the purposes of RFA assessments (as determined by the Joint Steering Committee) and to meet Commonwealth obligations.
- Data Exchange Agreement* Will determine the conditions under which data will be provided to the non-custodian or non-owner government and to other parties as determined by the Steering Committee.

## 2. Metadata

The ANZLIC metadata standard (including an attribute list for the data) will be used to describe all Source Data and Derived Information; all metadata will become the property of the data custodian and will be freely exchanged in electronic form.

## 3. Derived Information

For each study in the RFA process, the Steering Committee will agree on what derived (intermediate and final) information sets will be required.

This derived information will usually comprise aggregated datasets processed from source data.

Where necessary, agreement may be needed on how these derived information sets are expressed as products, for example, a map showing a number of classes at a particular scale.

Each of the agreed derived information sets and products is to be described by metadata.

Custodian and ownership of derived information will remain the same as for the source data from which it was derived. Where information is jointly derived (eg CALM and for example, ABARE in the case of mill studies or AHC in the case of National Estate values and places) then the Steering Committee will determine ownership, custodianship, and data availability of the derived information. The resultant information should be owned by the Government best able to maintain that information (eg in the instances mentioned above ABARE and AHC would be owner and custodian, with CALM having data availability rights).

Each derived information set and product will have a nominated owner and custodian solely responsible for the issue of any changes or updates.

These derived information sets and products will be freely exchanged and available to the non-custodian Government subject to any confidentiality provisions contained in the Scoping Agreement paper for the purposes of the RFA and to meet statutory obligations.

During the RFA process the provision and presentation of derived information to third parties will be determined by the Steering Committee.

#### 4. Existing Source Data

All source datasets and products which are agreed as not being derived information (as identified in 3 above) are to be described and made available for inspection and validation for purposes of data accreditation.

All source data will be described by standard metadata.

Source data will normally be inspected/verified/accredited in situ, under arrangements agreed with the custodian of the data.

Any temporary transfer of source data for the purposes of accreditation or processing will be covered by a data exchange agreement, subject to any confidentiality provisions, which limits its retention and usage beyond what is specifically agreed for the purposes of the RFA.

## 5. Minimum Data Requirements

The identification and accreditation of agreed standard source data items and quality required to undertake the studies will be evaluated against the requirement to produce the agreed derived information as identified in 2 above.

## 6. Data Processing

All analysis/evaluation/modelling/editing of source data or derived information should take place where it is more effective and efficient.

## 7. Newly Funded Source Data

Where a Government funds or has funded the collection of original source data for the studies in an RFA process, the owner and custodian of the resultant data and data availability will be determined by the Steering Committee.

Where the Commonwealth funds or has funded the enhancement of State-owned source data (or vice versa), the enhanced data will be owned by the owner of the source data and will be freely available to the non-custodian Government and will have a custodian nominated who will be responsible for maintaining and issuing any updates or changes. Data availability will be provided to non custodian government for the purposes of the RFA and to meet statutory obligations.

In some instances the collection of new source data may be subject to confidentiality provisions (eg. mill cost surveys by ABARE and social assessment, personal survey and interview data) which may limit data availability.