Regional Forest Agreement
for the South-West Forest Region of Western Australia

between

The Commonwealth of Australia &
The State of Western Australia

May 1999

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THE REGIONAL FOREST AGREEMENT FOR THE SOUTH-WEST FOREST REGION OF WESTERN AUSTRALIA

THIS AGREEMENT is made on the fourth day of MAY 1999

BETWEEN

THE STATE OF WESTERN AUSTRALIA, ("Western Australia" or "the State"), and

THE COMMONWEALTH OF AUSTRALIA ("the Commonwealth").

Recitals

WHEREAS:

Purpose of Agreement

A. This Regional Forest Agreement (RFA) establishes the framework for the management of the forests of the South-West Forest Region of Western Australia. The Parties are committed to ensuring the Agreement is durable and that the obligations and commitments that it contains are delivered to ensure effective conservation, Forest management and Forest-based industry outcomes.

B. This Agreement is a Regional Forest Agreement, for the purposes of the *Export Control Act 1982* (Cwth), the Export Control (Hardwood Wood Chips) (1996) Regulations (Cwth) and the Export Control (Regional Forest Agreements) Regulations (Cwth). As such, the Agreement:

(a) identifies a Comprehensive, Adequate and Representative Reserve System and provides for the conservation of those areas;

(b) provides for the ecologically sustainable management and use of forests in the Region;

(c) is for the purpose of providing long-term stability of Forests and Forest-based industries; and

(d) has regard to studies and projects carried out in relation to all of the following matters relevant to the Region -

  (i) environmental values, including old-growth, wilderness, endangered species, National Estate Values and World Heritage Values;

  (ii) indigenous heritage values;

  (iii) economic values of forested areas and Forest-based industries, including mineral exploration and production;

  (iv) social values (including community needs); and

  (v) principles of ecologically sustainable management.

C. This Agreement is divided into Parts. Part 1 applies to the whole Agreement. Part 2 is not intended to create legally binding relations. Part 3 is intended to create legally binding relations. The Attachments are not intended to create legally binding relations except to the extent that this is necessary to give effect to Part 3.

NOW IT IS AGREED as follows:

PART 1

Interpretation

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

Definitions and General Provisions

2. In this Agreement unless the contrary intention appears:

"Agreement" means all parts of this Agreement between the Commonwealth of Australia and the State of Western Australia and includes the Attachments to this Agreement;

"Australian Heritage Commission" or **"the Commission"** means the Commission established by the *Australian Heritage Commission Act 1975* (Cwth);

"Biological diversity" or **"Biodiversity"** means the variety of all life-forms, the genes they contain, and the ecosystems of which they are a part. Biodiversity is generally considered at three levels: genetic diversity, species diversity and ecosystem diversity. It is sometimes considered at the landscape diversity level;

"CALM" means the Western Australian Department of Conservation and Land Management;

"CALM Act" means the Western Australian *Conservation and Land Management Act 1984*;

"CAR" means Comprehensive, Adequate and Representative;

"CAR Informal Reserve" means a reserve that has been set aside specifically for conservation purposes and meets the following criteria:

(a) they are established in approved management plans and are managed accordingly;

(b) there is an opportunity for public comment on changes to reserve boundaries;

(c) they are able to be accurately identified on maps; and

(d) they are of an area and design sufficient to maintain the values they seek to protect;

"CAR Reserve System" means areas covered by Formal Reserves, CAR Informal Reserves and other areas on Public Land protected by prescription, and areas of

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Private Land where the CAR Values are protected under secure management arrangement by agreement with private landholders. This reserve system is based on the principles of comprehensiveness, adequacy and representativeness, as described in the JANIS Report;

"CAR Values" means the conservation values as described by the JANIS Reserve Criteria embodied in the CAR Reserve System;

"Codes of Practice" means Western Australia's suite of codes, manuals and guidelines used to practice the principles of Ecologically Sustainable Forest Management as amended periodically by Western Australia;

"Competition Principles" means principles as described in the Compendium of National Competition Policy Agreements, January 1997, National Competition Council;

"Comprehensive Regional Assessment" or **"CRA"** means the assessment process carried out pursuant to Attachment 1 of the Scoping Agreement for a Western Australian Regional Forest Agreement between the Commonwealth of Australia and the State of Western Australia;

"Crown Land" means land which is, or is deemed to be, unalienated land of the Crown and includes:

(a) land of the Crown reserved permanently or temporarily or set aside by or under a written law of Western Australia; and

(b) land of the Crown occupied by a person under a lease, licence or other right.

"Deferred Forest Agreement" means the interim Forest Agreement between the Commonwealth of Australia and the State of Western Australia signed in July 1996;

"Disturbance" means those impacts assessed as part of the Western Australian Comprehensive Regional Assessment process;

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

"Environmental and Heritage Values" means values assessed pursuant to Attachment 1 of the RFA Scoping Agreement;

"EP Act" means the Western Australian *Environmental Protection Act 1986*;

"EP(IP) Act" means the Commonwealth *Environment Protection (Impact of Proposals) Act 1974*;

"Forest" means a vegetation type dominated by woody vegetation having a mature or potential mature stand height exceeding 5 metres, with an overstorey canopy cover greater than 20%;

"Forest-based industry" means all industries that rely on access to forested areas, including but not limited to timber, Mining, tourism, apiculture, wildflower picking, seed collecting and basic raw materials;

"Forest ecosystem" means a Forest ecosystem as defined in the JANIS Report;

"Forest Management Plan" or "FMP" means a Forest Management Plan prepared pursuant to the CALM Act and adopted in accordance with the statutory requirements of relevant Western Australian legislation;

"Forest Management Systems" means the State's suite of legislation, policies, codes of practice, plans and management processes for Forest management as amended periodically by Western Australia;

"Forest Produce" means trees, parts of trees, timber, sawdust, Woodchips, firewood, charcoal, gum, kino, resin, sap, honey, seed, beeswax and soil, rocks, stone and sand where they are not a Mineral, but does not include Minerals;

"Formal Reserve" means a reserve which is not a Dedicated Reserve as defined in the JANIS Report but which is secure, requiring action by the Western Australian Parliament for revocation. Formal Reserves in Western Australia comprise reserves such as Class A National Parks, Nature Reserves, Conservation Parks and in some cases Section 5(g) CALM Act Reserves and other reserves such as Section 62 CALM Act Reserves;

"Freehold land" means a deed or grant issued in the name of Her Majesty or the State conveying or transferring to the grantee some portion of Western Australian Crown Land in fee simple;

"Government Agreement" means a Government Agreement pertaining to mining that operates and takes effect according to the Western Australian *Government Agreements Act 1979*;

"Gross bole volume" means the volume of that portion of the tree between a nominal stump height and the crown break of the tree determined consistent with CALM Occasional Paper 1/89 (CALM 1989). Gross Bole Volume may be measured at various scales including: tree, stand or whole of forest;

"Guideline(s)" means principles, standards and practices for meeting goals which have been established as desired outcomes for management. Guidelines can be either quantitative or qualitative;

"Harvesting and regeneration operations" means:

(a) the managing of trees before they are harvested; or

(b) the harvesting of trees; or

(c) the planting of trees

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

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"Identified CAR values" means identified conservation values as described by the JANIS Reserve Criteria;

"ISO 14000 Series" means AS/NZS ISO 14000 series, Environmental Management Systems, Standards Australia, 1996;

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

"JANIS Reserve Criteria" means the criteria as described in the JANIS Report for establishing the CAR Reserve System, addressing biodiversity, old-growth forest and wilderness, taking account of reserve design and management and social and economic considerations;

"Mineral" means mineral as defined in the Western Australian *Mining Act 1978* and petroleum as defined in the Western Australian *Petroleum Act 1967*;

"Mineral and Petroleum Exploration" means all activities associated with locating Minerals as provided for in the *Mining Act 1978* (WA) and with locating Petroleum as provided for in the *Petroleum Act 1967* (WA);

"Mining" means any operation or work carried out to obtain Minerals. This includes prospecting, exploring, fossicking and Mining Operations;

"Mining Operations" means mining operation as defined in the *Mining Act 1978* (WA) and includes operations under Government Agreements where those operations are carried out in accordance with that Act;

"Mining Product" means any Mineral obtained by Mining;

"Mining Title" means a lease, licence, permit, authority or reservation issued under the *Mining Act 1978* (WA), or by virtue of the *Mining Act 1978* (WA), a Government Agreement or the *Petroleum Act 1967* (WA) or the *Petroleum Pipelines Act 1969* (WA);

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

"Montreal Process Implementation Group" or **"MIG"** means the Montreal Process Implementation Group established by the Commonwealth and all State and Territory Governments;

"National Estate" means those places as defined under section 4 of the *Australian Heritage Commission Act 1975* (Cwth);

"National Estate Values" means values attributed by the Australian Heritage Commission to the National Estate;

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

"Old-growth forest" means old-growth forest as defined in the JANIS Report;

"Other Informal Reserve" means Informal Reserves established under the Forest Management Plan but not recognised in this Agreement as CAR Informal Reserves. These reserves have been set aside specifically for conservation purposes;

"(the) Parties" means the State of Western Australia and the Commonwealth of Australia;

"Party" means a Party to this Agreement;

"Petroleum Operations" means any Petroleum production carried out pursuant to a Petroleum Title with a view to obtaining and processing Petroleum;

"Petroleum Title" means a licence, permit reservation or authority issued under the *Petroleum Act 1967* (WA) or the *Petroleum Pipelines Act 1969* (WA);

"Private Land" means land other than Public Land and land owned or leased by the Commonwealth;

"Public Land" means land which is reserved for or dedicated to any public purpose;

"Recovery Plan" means a plan made under Part 3, or adopted by the Minister under Section 46, of the *Endangered Species Protection Act 1992* (Cwth), that provides for the actions required to achieve the objective of the recovery of a nationally threatened species or ecological community from current threat of extinction;

"Regional Forest Agreement" or **"RFA"** means a Regional Forest Agreement within the meaning of the Commonwealth Export Control (Hardwood Wood Chips) (1996) Regulations;

"Register of the National Estate" means the register of the same name kept pursuant to the *Australian Heritage Commission Act 1975* (Cwth);

"Scoping Agreement" means the Scoping Agreement for a Western Australian Regional Forest Agreement signed by the Prime Minister on 11 July 1996 and the Premier on 3 July 1996;

"State Forest" has the meaning assigned to it by sections 6(1) and 16B(3) of the CALM Act;

"State owned freehold land" means freehold land that is owned by a State Government agency or instrumentality;

"Sustainability Indicators" means qualitative or quantitative measures, at the regional (sub-national) level developed to assess the criteria for sustainable Forest management;

"Sustained Yield" means the yield that a forest can produce continuously at a given intensity of management. Sustained Yield management implies continuous production so planned as to achieve, at the earliest practical time, a balance between increment and cutting within a suite of sustainable use objectives;

"Threat Abatement Plan" means a Threat Abatement Plan made under Part 3 of the *Endangered Species Protection Act 1992* (Cwth);

"Wood-based Products" means all live and dead trees, shrubs or parts thereof;

"Woodchips and Unprocessed Wood" means those goods within the meaning of the Export Control (Hardwood Wood Chips) (1996) Regulations; the Export Control (Regional Forest Agreements) Regulations; and the Export Control (Unprocessed Wood) Regulations;

"World Heritage Committee" means the UNESCO World Heritage Committee;

"World Heritage Nomination" means the submission by the Commonwealth of a nominated area to the UNESCO World Heritage Committee for assessment as a World Heritage area;

"World Heritage Report" means the report published in January 1998, *State/Commonwealth Regional Forest Agreement Process. World Heritage Report Record of the World Heritage Expert Panel meeting: Western Australia, New South Wales and Queensland*;

"World Heritage Values" means features, formations, areas, and sites of outstanding universal value within the meaning of Article 2 of the *Convention Concerning the Protection of the World Cultural and Natural Heritage*, also known as the World Heritage Convention.

3. In this Agreement unless the contrary intention appears:

(a) a reference to a Clause or Attachment is a reference to a Clause or Attachment to this Agreement and a reference to this Agreement includes a reference to an Attachment;

(b) a reference to this Agreement or another instrument is a reference to this Agreement or that other instrument as amended or varied from time to time;

(c) a reference to a statute or ordinance includes any consolidations, amendments, re-enactments or replacements with or without modifications thereof and also includes regulations and other instruments made under them;

(d) a reference to a code or other instrument includes any consolidations or amendments thereof;

(e) a word importing the singular includes the plural and vice versa, a word importing a gender includes each other gender and a reference to a person includes an individual, firm, body corporate, association (whether incorporated or not), government, governmental or semi-governmental body, local authority or agency;

(f) a reference to an act, matter or thing includes the whole or any part of that act, matter or thing and a reference to a group of acts, matters, things or persons includes each act, matter, thing or person in that group;

(g) where any terms and conditions are added to an Attachment of this Agreement it is agreed that those terms and conditions will form part of this Agreement;

(h) headings are inserted for convenience and do not affect the interpretation of this Agreement.

Definition of Region

4. The area covered by this Agreement is the South-West Forest Region of Western Australia as shown in Map 1 accompanying this Agreement.

Duration of Agreement

5. This Agreement takes effect upon signing by both Parties and will remain in force for twenty years.

6. The process for extending the Agreement for a further period will be agreed by the Parties as part of the fifteen year review set out in Clause 36.

Basis of Agreement - National Forest Policy Statement

7. The Parties confirm their commitment to the goals, objectives and implementation of the National Forest Policy Statement by:

(a) developing and implementing Ecologically Sustainable Forest Management (ESFM);

(b) establishing a Comprehensive, Adequate and Representative (CAR) reserve system; and

(c) facilitating the development of an internationally competitive wood production and wood products industry.

Changes to the Agreement

8. This Agreement may only be amended with the consent, in writing, of both Parties. The Parties agree to work co-operatively to address any differences between them as to the interpretation or implementation of the Agreement.

Dispute Resolution

9. The Parties agree that if a dispute arises between the Parties regarding this Agreement it must be resolved expeditiously in accordance with the provisions of Clauses 10 to 14.

10. When a dispute arises, a Party may serve a notice on the other specifying:

(a) the nature and substance of the matter or issue in dispute;

(b) that it is a dispute to be resolved in accordance with Clauses 10 to 14.

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11. Within 14 days of the notice under Clause 10 being served the Parties must attempt to settle the dispute and, in default of settlement, appoint a mediator to conduct a mediation concerning the matter or issue in dispute.

12. If the dispute is not settled under Clause 11 and the Parties fail to appoint a mediator, either of them may request the President of the Law Council of Australia, or the equivalent officer of such body as in future may have the functions of the Law Council of Australia, to nominate a mediator to conduct the mediation.

13. The costs of a mediator appointed under Clauses 11 or 12 are to be shared equally between the Parties.

14. Each of the Parties agrees to use its best endeavours to resolve the dispute through mediation.

Notices

15. Any notice or other communication to be given or made pursuant to this Agreement shall be in writing and addressed as the case may be as follows:

THE STATE
The Director General
Ministry of the Premier and Cabinet
197 St George's Terrace
PERTH WA 6000

THE COMMONWEALTH
The Secretary
Department of the Prime Minister and Cabinet
3-5 National Circuit
BARTON ACT 2600

PART 2

16. This Part is not intended to create legally binding relations and provisions in Part 1 in so far as they relate to Part 2 are also not binding. Where there are references in this Part to obligations which are referred to in Part 3 and are intended to be legally binding, they are only included in Part 2 insofar as they provide context and for the sake of completeness so that the whole scheme which the Parties wish to implement is set out in this Part. The inclusion of references to these legally binding obligations in Part 2 does not derogate from the Parties intent that they be legally binding in Part 3.

FUNCTIONING OF THE AGREEMENT

Relationship to the Deferred Forest Agreement

17. This Agreement replaces the Deferred Forest Agreement, signed by the Commonwealth and Western Australian governments in July 1996, in relation to Western Australia.

Relationship to Statutory Obligations

18. This Agreement does not purport to impose on either Party or a third party any obligation that is inconsistent with a law of the Commonwealth or of Western Australia or any Government Agreement existing at the time of this Agreement or any of Australia's international obligations.

19. Neither Party will seek to use existing or future legislation or a Government Agreement to undermine or impede this Agreement.

20. The Commonwealth, in signing the Agreement, confirms that its obligations under the *Australian Heritage Commission Act 1975* (Cwth) have been met.

21. The Parties will manage their respective responsibilities with regard to the National Estate in accordance with the provisions of this Agreement as detailed in Attachment 2.

22. The Commonwealth confirms it has on or before the date of this Agreement entered into an agreement with the Australian Heritage Commission in which the Commission has agreed to perform and comply with all the agreements and confirmations which are specified in Attachment 2 as being agreements and confirmations on the part of the Commission.

23. The Commonwealth, in signing the Agreement, confirms that its obligations under the EP(IP) Act have been met. The Commonwealth also confirms that, under the administrative procedures of the EP(IP) Act, any activities covered by the Agreement, including the five-yearly review and report in accordance with Clauses 36 and 37 and minor amendments to the Agreement, will not trigger further environmental impact assessment under the EP(IP) Act.

24. The Commonwealth, in signing the Agreement, confirms that its obligations under the *Endangered Species Protection Act 1992* (Cwth) have been met in so far as they were to be performed prior to the date of the commencement of this Agreement.

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25. The Commonwealth notes that its obligations to promote endangered species protection and management in the Region will involve ongoing co-operative and jointly funded work with Western Australian agencies.

26. The Parties agree that any potential World Heritage Nomination involving areas in the South-West Forest Region of Western Australia will be from within the CAR Reserve System.

27. The Parties agree to actively participate in the World Heritage assessment of the Australia-wide Eucalypt theme, including any potential contribution from the South-West Forest Region of Western Australia.

28. The Parties note that in order to progress work and then proceed to World Heritage Nomination, the agreement of all relevant governments will be required.

29. The Commonwealth agrees that it will give full consideration to the potential socio-economic consequences of any World Heritage Nomination of places in the South-West Forest Region of Western Australia and that any such nomination will only occur after the fullest consultation and with agreement of the State.

30. The Parties agree that before any World Heritage Nomination is made:

(a) all necessary management arrangements, including joint policy coordination arrangements will be agreed; and

(b) all related funding issues will be resolved to the satisfaction of both Parties.

31. The Parties note that current Commonwealth export arrangements provide that, after 31 December 1999, exports of hardwood Woodchips from native forests will only be permitted from areas covered by an RFA.

32. The Parties note that no controls under the *Export Control Act 1982* (Cwth) will apply to hardwood Woodchips or Unprocessed Wood sourced from the South-West Forest Region of Western Australia while this Agreement is in place.

33. Western Australia confirms its commitment to the ongoing implementation of its plans, Codes of Practice and guidelines relevant to the achievement of Ecologically Sustainable Forest Management.

Milestones

34. This Agreement establishes milestones (Attachment 3) and the Parties agree to provide each other with an annual report detailing their achievement of the milestones for the first four years, and then as they fall due and as part of the five-yearly reviews and report in accordance with Clauses 36 and 37. Public annual reporting on the achievement of milestones during the first four years will be through a brief statement in the annual report of the relevant agency.

35. The Parties agree that, where the Agreement provides for the commissioning of external reviews, suitably qualified experts will be used.

Five-yearly review/report on performance

36. The Parties note that under the CALM Act, Forest Management Plans are revised every ten years. Towards the end of the first and third five year periods of this Regional Forest Agreement, a joint Commonwealth/Western Australian review on performance against the milestones and commitments made in this Agreement will be undertaken at the same time as the Forest Management Plan revision process, thereby taking into account the required Environmental Protection Authority assessment of, and recommendations on, the revised Forest Management Plans due at those times and the associated statutory public consultation processes. The Commonwealth and the State will jointly report on performance before the end of the second five year period of this Agreement.

37. The mechanisms for these joint reviews/report will be agreed by the Parties within six months of the signing of this Agreement and the reviews/report will be completed within three months after the completion of each five-year period.

38. While these five year reviews/report on performance will not open up the Agreement to re-negotiation, both Parties may agree to some minor modifications to incorporate the results of the reviews or report on performance. The outcomes of the reviews and the report on performance will be made public.

39. The Commonwealth will table in the Commonwealth Parliament the signed Regional Forest Agreement and when completed the annual reports detailing achievement of the milestones for the first four years of the Agreement and the first five year review on performance against milestones and commitments.

ECOLOGICALLY SUSTAINABLE FOREST MANAGEMENT

40. The Parties agree that ESFM is an objective which requires a long-term commitment to continuous improvement and that the key elements for achieving it are:

(a) the establishment of a CAR Reserve System (Attachment 1);

(b) the development of internationally competitive Forest-based industries; and

(c) a fully integrated and strategic Forest Management System capable of responding to new information.

41. The Parties agree that Western Australian processes and systems as amended by this Agreement provide for ecologically sustainable management of forests in the South-West Forest Region of Western Australia.

42. Within 5 years of the date of this Agreement, Western Australia will further improve its Forest Management System and processes through the development and implementation of environmental management systems in accordance with the principles specified in Attachment 13 and the actions identified in Attachment 5 and acknowledges that its objective for native forest management under the CALM Act is system certification comparable with ISO 14000 series. The Parties note that such a system would include independent auditing of compliance with Codes of Practice and the Forest Management Plan.

43. Western Australia agrees to produce and publish a Forest Management Plan to implement the commitments of this Agreement by 30 June 2004 taking into account the importance of RFA certainty and commencing the planning process by early 2001.

44. Western Australia agrees to further develop and implement the Forest Management System for Private Lands in accordance with Attachment 6.

45. Western Australia confirms that the Sustained Yield for native forest on Public Land will continue to be based on areas available for timber harvesting outside the CAR Reserve System and that the average annual cut will be within Sustained Yield in the 10 year period of each Forest Management Plan.

Monitoring, Reporting and Consultative Mechanisms

46. Western Australia will report on the results of monitoring of sustainability indicators as part of each 5 year review and report in accordance with Clauses 36 and 37.

47. Comprehensive Regional Assessments, the development of criteria and indicators for sustainable forest management through the Montreal Process and the development of this Agreement have provided extensive opportunities for public participation and reporting. Parties note the range of reporting and consultative mechanisms that currently exist in Western Australia (see Attachment 4) and agree that Western Australia will further develop these by implementing the improvements specified in Attachment 4.

Accreditation

48. The Parties agree that Western Australia's Forest Management System as amended by this Agreement, including improvements specified in Attachments 5 and 6, provide for continuing improvement in relation to ESFM. The Commonwealth accredits as providing for ESFM Western Australia's Forest Management Systems, as amended by this Agreement.

49. The Parties note that the Commonwealth has accredited the system surrounding the Code of Practice for Timber Plantations in Western Australia.

50. The Commonwealth accredits the process described in *An Appraisal of Methods and Data used by CALM to Estimate Wood Resource Yields for the South-West RFA Region of Western Australia* (Turner B.J., Department of Forestry, Australian National University, December 1997) and being used by CALM in the calculation of Sustained Yield of wood products from the public native Forest and plantation estate on the understanding that the improvements recommended in that report will be addressed prior to the development of the next Forest Management Plan. Western Australia agrees that the methods and data to be used in the calculation of the Sustained Yield of wood products from the public native Forest and the Sustained Yield figures to be included in the Forest Management Plans will be reviewed by a panel of suitably qualified independent experts as part of the development of each Forest Management Plan under the CALM Act and improvements incorporated during the forest management planning process. Western Australia confirms that its current standard of inventory will be maintained and yield and planning databases and systems, as amended by this Agreement, will be enhanced.

Sustainability indicators

51. The Parties agree that the current Forest Management System will be enhanced by further developing appropriate mechanisms to monitor and review the sustainability of Forest management practices. To ensure that this occurs, in consultation with the Commonwealth, the State agrees to establish an appropriate set of sustainability indicators to monitor Forest changes. Any indicators established will be consistent with the Montreal Process Criteria (as amended from time to time), the current form of which is specified in Attachment 7, and will take into account the framework of regional indicators developed by the Montreal Process Implementation Group. Western Australia will implement those indicators which are practical, measurable, cost-effective and capable of being implemented at the regional level and will monitor them at an appropriate frequency determined in consultation with the Commonwealth

52. Development of indicators, and collection of results for those indicators which can be readily implemented, will be completed in time to enable reporting during the first five-yearly review of this Agreement.

Private land

53. The Parties reaffirm their commitments made in the NFPS to the conservation and management of the private Forest estate. The Parties note that Western Australia has a management system in place that regulates the clearance of native Forest on Private Land.

54. Western Australia will continue to encourage private Forest owners to ensure that their management operations are consistent with the appropriate Codes and to have in place adequate mechanisms to protect nature conservation, heritage, catchment values and sustainable wood production.

55. Western Australia will adopt the strategy and principles outlined in Attachment 6 in relation to Private Land.

THREATENED FLORA AND FAUNA

56. The Parties agree that the CAR Reserve System, actions under the *Wildlife Conservation Act 1950* (WA) and the *Endangered Species Protection Act 1992* (Cwth), and the Forest Management Systems as amended by this Agreement, provide for the protection of rare or threatened flora and fauna species and ecological communities.

57. Where threatened species restricted to Western Australia are listed under both the *Wildlife Conservation Act 1950* (WA) and the *Endangered Species Protection Act 1992* (Cwth), any new or revised Recovery Plans will be jointly prepared and funded under relevant programs and implemented co-operatively by the Parties to meet the requirements of both Acts. Where the Recovery Plans, Interim Recovery Plans or Regional and District Threatened Flora Management Plans meet the requirement of the *Endangered Species Protection Act 1992* (Cwth), the Commonwealth intends to consider their adoption under Section 46 of the *Endangered Species Protection Act 1992* (Cwth).

58. Where threatened ecological communities and threatening processes restricted to Western Australia are listed under the *Endangered Species Protection Act 1992* (Cwth)` any new or revised Recovery Plans or Threat Abatement Plans will be jointly initiated,

prepared, funded under existing arrangements, agreed and implemented co-operatively by the Parties to meet statutory requirements. Where the Recovery Plans meet the requirement of the *Endangered Species Protection Act 1992* (Cwth), the Commonwealth intends to consider their adoption under Section 46 of the *Endangered Species Protection Act 1992* (Cwth).

59. Recovery Plans to meet statutory requirements under the *Wildlife Conservation Act 1950* (WA) and the *Endangered Species Protection Act 1992* (Cwth) and extending beyond Western Australia will be prepared jointly with Western Australia and other relevant governments, and be incorporated in the agreed Interim Recovery Plan or Recovery Plan as the Western Australian component of the Recovery Plan.

60. The Parties will continue to consult on the listing of threatened species, ecological communities and threatening processes, and the preparation of Recovery Plans, recognising that priorities can change in the light of new information. The current status of recovery planning/actions for threatened flora and fauna are outlined in Attachment 8.

61. The Parties reaffirm their commitment that Recovery Plans for species in the South-West Forest Region of Western Australia which have already been prepared will have actions completed or significantly advanced in accordance with the Recovery Plans.

62. The Parties note and Western Australia reaffirms its commitment to implement plant disease, weed and feral animal control strategies, including monitoring and evaluation procedures, in accordance with Western Australia's Forest Management System.

63. The Parties note that and Western Australia reaffirms its commitment to maintain the flora and fauna databases, enhanced through data collected as part of the Comprehensive Regional Assessment, for use in the management and protection of rare and threatened flora and fauna.

THE CAR RESERVE SYSTEM

64. The Parties agree that the primary function of the CAR Reserve System is to ensure the conservation and protection of environmental and heritage values.

65. The Parties agree that the CAR Reserve System established in accordance with this Agreement will comprise:

(a) On Public Land as described in Attachment 1 and Map 1:

  (i) Formal Reserves ; and

  (ii) CAR Informal reserves

  as described in Attachment 1 ; and

(b) On Private Land as described in Attachment 1:

  (i) lands with CAR Values protected under secure management arrangement by agreement with private landholders;

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(c) On State-owned freehold land and Commonwealth land as described in Attachment 1:

(i) lands with CAR Values protected under secure management arrangement by the landholders or managing authority.

66. The Parties agree that the CAR Reserve System established under this Agreement meets the JANIS Reserve Criteria as defined in Clause 2.

67. The Parties agree that changes to the CAR Reserve System will only occur in accordance with this Agreement. The Parties will seek to avoid a net deterioration in the protection of identified CAR values at the regional scale. Proposed changes to the boundaries of the CAR Reserve System will be made publicly available.

68. The Parties note that a reconfiguration of the stream reserve system has been recommended by the Western Australian Water and Rivers Commission. This may form part of the next Forest Management Plan which will be scientifically assessed by the Environmental Protection Authority. While that reconfiguration, in its current form is expected to be neutral in its effect on timber resources, the Parties will ensure that security of access to resources for industry is maintained following implementation of any new stream reserve configuration.

69. The Parties agree that best endeavours will be used to maintain the levels of protection of National Estate Values in a regional context, however, minor changes to the levels of protection of individual values may occur as a result of changes to the CAR Reserve System.

Action to establish and manage reserves

70. The State undertakes to:

(a) manage the areas in the CAR Reserve System identified in Attachment 1, with the exception of Commonwealth owned or leased land, on the basis outlined in Attachment 1 and in accordance with the objectives set out in relevant classifications in Attachment 9;

(b) within one year of the date of this Agreement, subject to section 9(2) of the CALM Act, establish new formal reserves under the *Land Administration Act 1997* (WA) where:

(i) they were proposed in the Forest Management Plan 1994-2003; and

(ii) they are proposed as formal reserves under the *Land Administration Act 1997* (WA) in this Agreement, excluding those that will be established as formal reserves under section 62 of the CALM Act and which may later progress to formal reserves under the *Land Administration Act 1997* (WA);

(c) within 6 months of the date of this Agreement, classify all proposed Formal reserves (specified in Attachment 1) other than those in (b) above as "Forest Conservation Zones" under Section 62 of the CALM Act, where:

(i) these areas are State forest or timber reserves;

(ii) this will be the final classification; or

(iii) this will be an interim classification prior to classification under the *Land Administration Act 1997* (WA);

(d) within three months of the date of this Agreement initiate the State processes for creation of new formal reserves proposed to be classified under the *Land Administration Act 1997* (WA), as specified in Attachment 1;

(e) introduce an amendment to the CALM Act into the Western Australian Parliament by 31 December 1999 to require the approval of both Houses of Parliament to revoke Forest Conservation Zones in State Forest which will be created under Section 62 of the CALM Act, and use its best endeavours to secure the enactment of the amendment introduced; and

(f) establish the proposed new informal reserves, as identified in Attachment 1, in the next Forest Management Plan.

INDUSTRY DEVELOPMENT

71. The Parties agree that State Forest outside the CAR Reserve System is available for timber harvest in accordance with the Forest Management Plan and the undertakings of this Agreement.

72. The Parties agree that any changes to State Forest or Timber Reserves available for timber harvesting will only occur in accordance with this Agreement and will not lead to a deterioration in the Sustained Yield in terms of volume, species and quality.

73. The Parties acknowledge that Forest-based industries dependent upon the South-West Forest Region make a significant contribution to both the regional and State economies and are an essential component of many communities in the Region. The Parties intend that this Agreement will enhance opportunities for further growth and development of Forest-based industries dependent upon the South-West Forest Region and provide long-term stability for these industries. The Parties therefore acknowledge that this Agreement must provide enhanced security of access to resources for Forest-based industry for the life of the Agreement. The Agreement will facilitate industry development including:

(a) new investment, plantation development, reforestation, downstream processing, value-adding and jobs growth in wood-based manufacturing industries;

(b) further introduction of new technology, enhanced utilisation of regrowth timber for sawn products, thinning of regrowth forests and more efficient utilisation of residual wood, including for the production of charcoal;

(c) investment in Mineral and Petroleum Exploration, Mining and Mineral processing and Petroleum Operations; and

(d) tourism and recreation investment.

74. As part of providing greater security of access to resources for Forest-based industry, the Commonwealth will not prevent enterprises obtaining, using or exporting timber, Woodchips or Unprocessed Wood products sourced from the South-West Forest Region in accordance with this Agreement.

75. The Parties agree that this Agreement is expected to provide, based on current sawlog specifications, logging and sawmilling technology, royalty structure, market demand and price, sawlog Sustained Yield levels for the period 1999-2003 inclusive of 324,000 m^3 per annum of Jarrah first and second grade sawlogs averaged over the period, 186,000 m^3 per annum of Karri first and second grade sawlogs and 78,000 m^3 per annum of Marri sawlogs. For the period 2004-2018 inclusive, this Agreement is expected to provide sawlog Sustained Yield levels of 286,000 m^3 per annum of Jarrah first and second grade sawlogs, 178,000 m^3 per annum of Karri first and second grade sawlogs subject to clause 76 and 80,000 m^3 per annum of Marri sawlogs. Environmental, heritage, economic, social and ecologically sustainable forest management issues have been taken into account in providing a land base and management practices that are expected to produce these yields. The quantities in this clause are based on scheduling of timber harvesting so as to produce a non-declining yield of sawlogs. The Sustained Yield of sawlogs for the period 2004 to 2018 makes allowance for a higher level of harvest for jarrah and karri sawlogs for the period 1999 to 2003 and has been confirmed by a Panel of Independent Experts. The Parties acknowledge that sawlog Sustained Yield levels in Western Australia are subject to periodic review under the CALM Act.

76. The Parties acknowledge the recommendation of the Panel of Independent Experts that the Sustained Yield of Karri sawlogs could be set at 178,000 m^3 per annum from 2004 with some minor revisions to the rotation length of a small number of Karri regrowth stands. Western Australia agrees to the introduction of revised Karri rotation lengths as part of the next Forest Management Plan, noting that harvesting associated with these revisions will occur beyond the life of the current Forest Management Plan.

77. Western Australia expects to change from a system of sawlog sales based on sawlog specifications to a system of sales based on bole log specifications at the time of the next Forest Management Plan. Based on a bole log sales system, it would be expected that the actual level of sawlogs will be more than that obtained from the current specifications for sawlogs through increased utilisation of Gross Bole Volume. At the time of this change a new bole log sustained yield figure would be established.

78. Wherever possible Western Australia will continue to enhance silvicultural programs and reforestation works to improve the productive capacity of State forests.

79. Both Parties are committed to the implementation of a range of Forest-based industry development initiatives (Attachment 14). The Parties agree to develop a Memorandum of Understanding for a joint Commonwealth-Western Australian South-West Forest Industry Structural Adjustment Program (WA FISAP) which will establish the respective roles and responsibilities of the two governments in administering the program. The Parties further agree that a total of $59 million is available to implement these initiatives (refer Clause 98).

80. The Parties recognise the importance of certainty of resource supply to industry and the role this plays in investment in value-adding. Western Australia will explore mechanisms to enable contracts for the sale of wood to extend beyond the period of Forest Management Plans and make them renewable as well as transferable.

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INDIGENOUS HERITAGE

81. The Parties agree that the procedures outlined in Attachment 10 will be implemented by Western Australia to ensure the appropriate management of Aboriginal heritage including the maintenance of traditional uses and values, in the South-West Forest Region of Western Australia.

82. This Agreement is not intended to influence either current or future Native Title claims in any way. Where any government action to implement this Agreement could affect Native Title, that action will be taken in accordance with the *Native Title Act 1993* (Cwth) and any future State legislation which deals with Native Title matters.

PLANTATIONS

83. The Parties recognise that export controls have been removed from Unprocessed Wood and Woodchips sourced from Western Australian plantations in accordance with the Export Control (Unprocessed Wood) Regulations.

OTHER FOREST USES

84. The Parties agree that Forest uses other than timber production will be determined in accordance with Western Australian legislation with due regard for protection of environmental and heritage values.

85. The Parties acknowledge that under State arrangements Mineral and Petroleum Exploration, Mining Operations, Petroleum Operations and the establishment of all related infrastructure (including access and transport) is permitted in the CAR Reserve System subject to relevant State approval processes. In National Parks and Class A reserves the approval of both houses of State Parliament is required before Mining Leases and General Purpose Leases are granted and Mining can occur. Western Australia will ensure that proposed Mining and Petroleum Operations and related infrastructure in the CAR Reserve System will be referred for environmental impact assessment procedures under the *Environmental Protection Act 1986* (WA). Petroleum Operations will be undertaken in accordance with the *Petroleum Act 1967* (WA) and the *Petroleum Pipelines Act 1969* (WA) and Mining Operations will be undertaken in accordance with the *Mining Act 1978* (WA) and State *Guidelines for Mineral Exploration and Mining within Conservation Reserves and Other Environmentally Sensitive Lands in Western Australia.* Western Australia will ensure that environmental assessment procedures will protect and maintain identified CAR Values in a regional context where feasible.

86. The Parties note that rehabilitation of any Mining site will be in accordance with the provisions of the *Mining Act 1978* (WA) and will aim to achieve world's best practice.

COMPETITION PRINCIPLES

87. The Parties recognise that in accordance with the Competition Principles Agreement, Western Australia will undertake a review of relevant sections of the CALM Act and a review of competitive neutrality applying to CALM's wood-based businesses. The Commonwealth agrees that the day to day pricing and allocation arrangements for Forest Produce from public forests are matters for Western Australia. Western Australia

confirms its commitment to the wood pricing and allocation principles set out in the NFPS.

RESEARCH

88. The results of the Comprehensive Regional Assessment of the Forest values of the South-West Forest Region indicated a number of research priorities. The Parties have outlined research priorities in Attachment 11.

89. The Parties agree to consult each other in the development of future research projects that may affect the Agreement and note that the subject areas and priorities may change throughout the duration of the Agreement.

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

DATA USE AND ACCESS

91. The Parties recognise that the implementation and monitoring of this Agreement depends on appropriate mutual access to and accreditation of relevant information owned and held by each of them 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 12.

92. The Data Agreement covers:

(a) ownership and custodianship;

(b) archival lodging and location and associated documentation standards; and

(c) access, use and maintenance of the data.

93. The Parties also agree to lodge archival copies of data within six months of signing this Agreement.

PART 3

Nature of Obligations under this Part

94. It is the intention of the Parties that this Part is to create legally enforceable rights and obligations. It is also their intention that, in the event that any provision of this Part exceeds the power of either Party or is unenforceable for any other reason, that provision is to be read as not intending to create legally enforceable rights and obligations. This Agreement does not purport to impose on either Party or a third party any obligation that is inconsistent with a law of the Commonwealth or of Western Australia or any Government Agreement existing at the time of this Agreement or any of Australia's international obligations.

Forest Management

95. Western Australia will:

(a) implement the CAR Reserve System described in Attachment 1 and identified on Map 1, including the tenure classification outlined therein, and management of these areas on the basis of the Agreement as if they were reserves until established in accordance with Clause 70.

(b) make improvements to its Forest Management System including audits as outlined in Clause 42; and

(c) undertake reviews in accordance with the Competition Principles Agreement as outlined in Clause 87.

96. The Commonwealth will:

(a) maintain accreditation of Western Australia's Forest Management System for the South-West Forest Region as amended by this Agreement providing changes to the system are consistent with the provisions of this Agreement; and

(b) not prevent enterprises obtaining, using or exporting timber, Woodchips or Unprocessed Wood products sourced from the South-West Forest Region of Western Australia in accordance with this Agreement.

Compensation

97. The Parties agree that:

97.1. If to protect the environmental and heritage values in native forests and in connection therewith the protection of:

(a) CAR Values; or

(b) National Estate Values; or

(c) World Heritage Values

the Commonwealth takes any Action during the period of this Agreement which is inconsistent with any provision of this Agreement and a foreseeable and probable consequence of which is to prevent or substantially limit:

(d) the use of land which is not included within the CAR Reserve System for Harvesting and Regeneration operations which, immediately before the announcement of the proposed Commonwealth Action, are being undertaken or were intended to be undertaken at any time, or the use of land which is not included within the CAR Reserve System or of land within the CAR Reserve System but not within a National Park, Conservation Park or Class A reserve pursuant to a lease, licence, permit or authority permitting those Mining or Petroleum Operations which was in force immediately prior to the announcement of the proposed Commonwealth Action; or

(e) the sale or commercial use of Wood-based Products sourced from land which is not included within the CAR Reserve System or the first sale or first commercial use of Mining Products sourced from land which is not included within the CAR Reserve System or land within that system but not within a National Park, Conservation Park or Class A reserve for a purpose for which, immediately prior to the announcement of the proposed Commonwealth Action, they had been intended to be sold or used commercially at any time; or,

(f) the construction on land which is not included within the CAR Reserve System of roads being built or intended to be built, immediately before the announcement of the proposed Commonwealth Action, where those roads' primary purpose is for the transportation of Wood-based Products sourced from land which is not included within the CAR Reserve System,

the Commonwealth will pay compensation to the State in accordance with the remaining provisions of Clauses 97.2 to 97.20.

97.2. Subject to:

(a) Clauses 97.3, 97.4, 97.5, 97.6, 97.8, 97.9, 97.10, 97.11 and 97.12, the compensation to be paid by the Commonwealth to the State in accordance with Clause 97.1 in relation to the prevention by Commonwealth Action of the use of land for Harvesting and regeneration operations or prevention by Commonwealth Action of the sale or commercial use of Wood-based Products is the amount of the reasonable loss or damage sustained by reason of that prevention, calculated as at the time at which the prevention referred to in Clause 97.1 occurred, by any person in any of the following classes of person:

(i) the Owner of the land or of the Wood-based Products on the land;

(ii) any person who, prior to the announcement of the proposed Commonwealth Action but not in anticipation of that Action, entered into a contract with the Owner of the land or of the Wood-based Products on the land or with any person mentioned in sub-paragraph (iii) below for the carrying out of Harvesting and regeneration operations on the land; and

(iii) any person who, prior to the announcement of the proposed Commonwealth Action but not in anticipation of that Action, entered into a contract with the Owner of the land or of the Wood-based Products on the land to purchase the Wood-based Products on the land.

(b) Clauses 97.3, 97.4, 97.5, 97.6, 97.7, 97.8, 97.10, 97.11 and 97.12, the compensation to be paid by the Commonwealth to the State in accordance with Clause 97.1 in relation to the prevention by Commonwealth Action of the use of land for Mining Operations or Petroleum Operations or the first sale or first commercial use of Mining Products is the amount of the reasonable loss or damage sustained by reason of that prevention, calculated as at the time at which the prevention referred to in Clause 97.1 occurred, by any person carrying on Mining Operations or Petroleum Operations on the land pursuant to a statutory licence, permit or authority permitting those operations which was in force immediately prior to the announcement of the proposed Commonwealth Action.

(c) Clauses 97.3, 97.6, 97.8, 97.11 and 97.12 the compensation to be paid by the Commonwealth to the State in accordance with Clause 97.1 in relation to the prevention by Commonwealth Action of construction of a road is the amount of reasonable loss or damage sustained by reason of that prevention, calculated as at the time at which the prevention referred to in Clause 97.1 occurred, by any person who, immediately before the announcement of the proposed Commonwealth Action, was contracted to construct that road.

97.3. No amount of compensation is payable in the event of any loss or damage being sustained which would have been so sustained regardless of the Commonwealth Action. No compensation is payable hereunder in respect of any additional areas included pursuant to this Agreement in the CAR Reserve System.

97.4. The State warrants that no claim will be made in respect of areas where Harvesting and regeneration operations or Mining Operations or Petroleum Operations would not have been permitted by this Agreement and that any claims will be certified by it as being or not being in respect of such areas and as having been assessed by the State in this regard.

97.5. The State warrants that no claim will be made in respect of Wood-based Products or Mining Products which would not have been available for sale or commercial use under this Agreement and that any claims will be certified by it as being or not being in respect of such Products and as having been assessed by the State in this regard.

97.6. The State undertakes to supply to the Commonwealth on request information, including as to areas protected by prescription, required by the Commonwealth for the purposes of considering claims under this Clause.

97.7. To the extent that Clause 97.2(b) relates to loss or damage in respect of an exploration licence or search permit, that Clause is to be read as providing for compensation to be payable only:

(a) in respect of the part of the area to which that prospecting licence or petroleum permit relates that is affected by the Commonwealth Action; and

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(b) up to the loss in market value of that licence or permit resulting from the prevention of the Mining or Petroleum Operations.

97.8. Any claim made by the State hereunder is to be notified in writing within 6 months after the loss or damage is sustained.

97.9. For the purposes of Clause 97.1(e), the intention to conduct Harvesting and regeneration operations is to be established on the basis of contracts, documentation of management history or other records establishing clear intent and in existence immediately prior to the announcement of the proposed Commonwealth Action.

97.10. For the purposes of Clause 97.1(f), the purpose for which there was an intention to sell or use commercially is to be established on the basis of contracts, documentation of management history or other records establishing clear intent and in existence immediately prior to the announcement of the proposed Commonwealth Action.

97.11. No compensation is payable under Clause 97.2 in relation to any loss or damage which the person who sustained the loss or damage might have avoided by taking reasonable steps in mitigation including by the making of alternative contractual arrangements which would have avoided or reduced that loss or damage.

97.12. Clause 97.2 does not apply so as to entitle the State to recover compensation more than once in respect of the same loss or damage.

97.13. The initial procedure in relation to a claim for compensation under this Clause is as follows:

(a) a person who claims to have sustained loss or damage for which compensation is payable may lodge an initiating claim with the State;

(b) on receiving a claim, the State must make a corresponding claim for compensation to the Commonwealth;

(c) the State is to make the claim for compensation by a notice in writing to the Commonwealth which indicates the amount claimed, for whom the claim is made, the area to which it relates and gives detailed particulars of the basis for the claim, and of the manner in which it has been calculated;

(d) where there is a dispute concerning a claim for compensation, or on or before the expiry of 30 days after the receipt of a claim, the Commonwealth notifies the State that it does not accept the amount claimed then either Party may serve a notice of dispute under Clause 10;

(e) in the event that the amount of compensation payable in response to a claim has not been agreed in the dispute resolution process for which Clauses 10 to 14 provide, or the Commonwealth fails to pay the agreed amount of compensation to the State within 60 days of agreement (for reasons other than lack of the necessary appropriation), the Parties hereby refer the claim to arbitration in accordance with the *Commercial Arbitration Act 1985* (WA).

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97.14. The procedure in relation to any arbitration required by reason of the provisions of Clause 97.13 is as follows:

(a) The Parties must meet to appoint an arbitrator within 7 days of an unsuccessful mediation.

(b) If the Parties are unable to agree on the appointment of an arbitrator, either of them may refer the matter to the President of the Law Council of Australia, or equivalent officer of such body as in future may have the functions of the Law Council of Australia, with a request that that person appoint an arbitrator.

(c) At an arbitration under this Clause:

(i) the Parties are entitled to representation by a legal practitioner qualified to practice in any State or Territory of Australia;

(ii) the arbitrator may order the Parties to discover any relevant documents prior to the hearing;

(iii) the arbitrator may order the Parties to exchange proofs of evidence of witnesses (whether expert or not) prior to the hearing;

(iv) the arbitrator may, in accordance with the *Commercial Arbitration Act 1985* (WA), inform himself or herself in relation to any matter in such manner as the arbitrator thinks fit; provided that if the arbitrator takes advice from any person who is not a Party to this Agreement as to the matters in issue, the arbitrator must provide the Parties with an opportunity to:

(1) make submissions on the matter in which the advice is to be taken;

(2) make submissions on the identity of the person from whom the advice is to be taken;

(3) make submission on the substance of any advice given before making any decision on the issue on which the advice is taken.

97.15. Unless the Commonwealth appeals the decision of the arbitrator under the *Commercial Arbitration Act 1985* (WA), and subject to Clause 97.18, the Commonwealth undertakes to pay the State the amount of any award made by an arbitrator under Clause 97.14 as a debt due to the State, within 60 days of the award.

97.16. Except where the State is the person who sustained the relevant loss or damage, any payment of compensation made by the Commonwealth to the State in accordance with this Clause will be paid to and received by the State as trustee for the person who sustained the relevant loss or damage.

97.17. Subject to Clause 97.18(b), where the State receives monies as a trustee pursuant to Clause 97.16, it will pay those monies to the person who sustained the relevant loss or damage within 30 days.

97.18.

(a) Where the Commonwealth has agreed to pay compensation to the State under this Clause, or an award of compensation has been made under Clause 97.14 as a result of arbitration, and the Commonwealth claims that events have since taken place which have the result that the compensation so agreed or awarded no longer reflects the actual loss or damage that has been or will be sustained, the Commonwealth may by notice in writing to the State, decline to pay that compensation.

(b) If a notice under paragraph (a) is delivered after the State has received the compensation so agreed or awarded, but before the State has paid it to the person who sustained the relevant loss or damage, the State will not pay the compensation to that person.

(c) If a notice under paragraph (a) is delivered, the Parties will attempt to agree the amount of the compensation which the Commonwealth should pay, and -

(i) in default of agreement, will first seek to resolve the dispute by dispute resolution under Clauses 10 to 14; and

(ii) in the event that the dispute is not so resolved, or the Commonwealth fails to pay the agreed amount of compensation to the State within 60 days of agreement (for reasons other than lack of the necessary appropriation), hereby refer the claim for compensation to arbitration in accordance with the *Commercial Arbitration Act 1985* (WA);

(d) Subject to paragraph (e) of this Clause, where an arbitration takes place in accordance with sub-paragraph (c)(ii), Clauses 97.14 and 97.15 of this Agreement apply to that arbitration and to any amount awarded in that arbitration.

(e) If, following the observance of paragraph (c) of this Clause, it is determined by agreement or award that the Commonwealth should pay a reduced amount of compensation to the State, the State will within 30 days of that determination -

(i) repay to the Commonwealth the amount by which the compensation paid to it by the Commonwealth is reduced; and

(ii) pay the balance of the compensation to the person who sustained the relevant loss or damage.

(f) If, following the observance of paragraph (c) of this Clause, it is determined by agreement or award that the amount of compensation previously paid to the State is correct the State will within 30 days of that determination pay to the person who sustained the relevant loss or damage the amount of the compensation previously paid to it by the Commonwealth.

97.19. Where the State:

(a) has received monies as a trustee pursuant to Clause 97.16; and

(b) has made all reasonable endeavours to pay the monies to the person who sustained the relevant loss or damage; and

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(c) but has been unable to do so within six months of receiving payment;

the State shall repay to the Commonwealth at the expiry of that period the monies so received.

97.20. In this Clause

(a) "Action" means

(i) the commencement of legislation or subordinate legislation; and

(ii) administrative action which is taken pursuant to legislation or subordinate legislation, or otherwise than in accordance with such legislation.

(b) "Owner" means

(i) in relation to land

(1) the owner of any estate or interest in that land, including the Crown in right of the State; and

(2) any statutory corporation which has the power to carry on Harvesting and regeneration operations or Mining Operations, as the case may be, on the land for profit.

(ii) in relation to Forest Products or Mining Products, as the case may be, the owner of any interest in those products.

Industry Assistance

98. The Commonwealth will, subject to the terms and conditions under any Commonwealth Act which appropriates money, provide an amount of $20 million and Western Australia will provide $39 million to implement a South-West Forests Industry Structural Adjustment Program, subject to the development of a Memorandum of Understanding between the two Parties which establishes the respective roles and responsibilities of the two Governments in administering the Program, and a range of other Forest-based industry development initiatives.

Termination

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

(a) with the consent of the State; or

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

(i) a failure by the State to comply with Clause 95(a), being a failure to implement the CAR Reserve System described in Attachment 1 and to manage and conserve the Identified CAR values; or

(ii) a failure to comply with Clause 43, being a failure to produce and publish by 30 June 2004 a Forest Management Plan that reflects the outcomes of this Agreement; or

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(iii) a failure to comply with publishing and/or reporting requirements in accordance with Clauses 46; or

(iv) a failure by the State to observe the terms and conditions referred to in Clause 98 or a failure to use the money referred to in Clause 98 for the purpose for which it is appropriated; or

(v) a failure by the State to review the data and methods used for the calculation of Sustained Yield and the Sustained Yield figures produced in accordance with Clause 50;

other than a failure of a minor nature which is not one or part of a series of deliberate or reckless failures of a minor nature; and save that the above provisions do not apply if rectification is possible and has occurred before the end of the 90 day period.

100. The Agreement may only be terminated by the State:

(a) with the consent of the Commonwealth; or

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

(i) a breach by the Commonwealth of Clause 98, being a failure to pay the financial assistance in accordance with that Clause; or

(ii) a failure by the Commonwealth to comply with Clause 97, being a failure to pay compensation due under that Clause; or

(iii) save that the above provisions do not apply if rectification is possible and has occurred before the end of the 90 day period.

Notice of intention to review before termination by consent

101. A consent under Clauses 99 and 100 is of no effect, unless:

(a) it is given at least 12 months after a notice of intention to review the operation of this Agreement is published in the Gazette and major newspapers stating that a joint review is being undertaken by the Parties because they intend to terminate the Agreement by consent; and

(b) the Parties have conducted the joint review.

101.1. The joint review must consider whether the operation of the Agreement has met the goals set out in Recitals A and B.

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101.2. Within 8 months after the notice of intention to review is published under this Clause, and after considering any submissions to the joint review, the Parties must make a report of the review publicly available.

101.3. If, under Clauses 36 and 37, a review or report in accordance with Clauses 36 and 37 is to be conducted during the 12 month period after a notice of intention to review is published under this Clause, and the joint review is conducted under this Clause, the Parties may agree that the review under Clauses 36 and 37 need not be undertaken.

Miscellaneous

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

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

SIGNED by

the HONOURABLE JOHN WINSTON HOWARD MP, Prime Minister)

for and on behalf of the Commonwealth of Australia)

in the presence of: BRETT COX (Senior Adviser))

SIGNED by

the HONOURABLE RICHARD COURT MLA, Premier

for and on behalf of the State of Western Australia

in the presence of:

WESTERN AUSTRALIA
Laid on the Table of the Legislative Assembly
- 5 MAY 1999
This paper should not be removed from the Chamber

RECEIVED
- 5 MAY 1999
Legislative Assembly

ATTACHMENTS

Map 1	CAR Reserve Map
Attachment 1	Comprehensive, Adequate and Representative (CAR) Reserve System
Attachment 2	Protection and management of National Estate Values
Attachment 3	Milestones
Attachment 4	Public reporting and consultative mechanisms
Attachment 5	Improvements to Western Australia's Forest Management Systems
Attachment 6	Protection of CAR Values on Private Land
Attachment 7	Montreal process criteria for the conservation and sustainable management of Temperate and Boreal forests
Attachment 8	Threatened flora and fauna
Attachment 9	Purposes and Objectives of Relevant Western Australian Reserve Categories
Attachment 10	Indigenous Issues
Attachment 11	Priority Areas of Research
Attachment 12	Data Use and Access
Attachment 13	Key Principles of an Environmental Management System
Attachment 14	Employment and Industries Development Strategy

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COMPREHENSIVE, ADEQUATE AND REPRESENTATIVE (CAR) RESERVE SYSTEM

1. The Comprehensive, Adequate and Representative (CAR) Reserve System comprises gazetted reserves, formal reserves proposed under the Forest Management Plan, new formal reserves and CAR informal reserves as shown on Map 1.

2. The CAR reserve system will total 1,047,201 hectares, which is 44% of the public land in the region or 25% of the entire region. The CAR reserve system will comprise:

(a) 422,512 hectares of gazetted reserves;

(b) 268,896 hectares of formal reserves proposed under the Forest Management Plan;

(c) 205,009 hectares of new formal reserves;

(d) 137,886 hectares of CAR informal reserves in State Forest; and

(e) 12,898 hectares of CAR informal reserves on Commonwealth land.

3. The reservation level in the CAR reserve system for forest ecosystems, old-growth forest, other natural values, ecological vegetation systems and vegetation complexes are detailed in Table 1, 2, 3, 4 and 5 respectively.

4. Map 1 and Table 6 identify those reserves requiring implementation by the State as a consequence of this Agreement.

5. Areas have been identified as indicative areas printed at a map scale of 1:250,000 and held as an electronic layer. The State will finalise boundaries on 1:25,000 maps to enable gazettal. Finalisation will include identifying best management boundaries. Wherever possible, these will follow easily identifiable features such as cadastre and roads and natural or ecological boundaries. Finalisation will also consider field verification of values being protected, and appropriate boundaries mapped to protect the identified values.

Table 1: Reservation levels for forest ecosystem

Forest ecosystem	Pre-1750 area ha*	Present area ha*	CAR Reserve System						Other informal ha
			Formal Reserves			CAR Informal ha	Total CAR		
			Gazetted ha	FMP Proposed ha	New ha		ha	%	
Bullich and Yate ##	2,800	2,440	1,497	679	0	0	2,176	89.2%	1
Darling Scarp	29,000	9,938	1,246	12	1,479	30	2,767	9.5%	16
Jarrah Blackwood	347,200	281,805	6,703	13,988	28,049	8,376	57,117	16.5%	16,719
Jarrah Leeuwin	56,400	19,552	2,526	31	5,696	228	8,480	15.0%	41
Jarrah Mt Lindesay	126,600	44,597	1,936	8,793	9,689	190	20,608	16.3%	93
Jarrah North-East	717,100	350,239	31,724	42,657	23,013	10,187	107,581	15.0%	7,940
Jarrah North-West	670,600	499,598	48,345	14,684	19,667	17,889	100,585	15.0%	19,401

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Forest ecosystem	Pre-1750 area ha*	Present area ha*	CAR Reserve System: Formal Reserves: Gazetted ha	FMP Proposed ha	New ha	CAR Informal ha	Total CAR: ha	%	Other informal ha
Jarrah Rate's Tingle ##	1,500	1,246	940	31	98	0	1,069	85.8%	0
Jarrah Red Tingle ##	350	266	103	112	10	0	226	85.0%	0
Jarrah Sandy	107,900	71,092	8,930	5,204	1,368	1,673	17,175	15.9%	2,461
Jarrah South	557,300	438,918	44,506	70,709	27,685	14,412	157,311	28.2%	22,197
Jarrah Unicup	81,000	29,459	4,925	7,154	1,114	97	13,290	16.4%	134
Jarrah Woodland	106,400	67,220	11,588	6,948	4,631	21,043	44,210	41.6%	11,542
Jarrah Yellow Tingle	11,600	9,669	1,632	83	2,361	722	4,799	41.4%	304
Karri Main Belt	193,000	163,905	37,603	3,134	2,443	12,422	55,603	28.8%	13,071
Karri Rate's Tingle ##	1,100	860	736	0	0	0	736	85.6%	0
Karri Red Tingle	7,200	5,858	2,742	2,271	91	0	5,103	70.9%	0
Karri West Coast	14,500	6,274	3,899	344	132	9	4,384	30.2%	33
Karri Yellow Tingle	15,800	13,264	2,248	97	1,769	1,163	5,277	33.4%	557
Peppermint & coastal heath	80,100	70,826	53,340	4,193	118	120	57,771	72.1%	1
Rocky outcrops	26,400	12,444	4,334	1,510	2,026	1,939	9,810	37.2%	2,473
Sand dunes	10,300	10,342	9,836	186	0	8	10,030	97.4%	4
Shrub, herb & sedgelands	429,900	296,950	83,921	53,165	52,799	46,417	236,302	55.0%	14,949
Swamps	15,300	8,069	5,114	288	482	359	6,243	40.8%	249
Western Wandoo forest	363,200	146,597	25,012	19,235	7,691	5,198	57,137	15.7%	4,609
Western Wandoo woodland	163,000	72,078	13,342	10,529	6,602	5,654	36,127	22.2%	1,863
Other **	n/a	n/a	13,785	2,856	5,996	2,647	25,284	n/a	3,240

Rare ecosystem with 100% reservation target of current area

* Variations to Public Consultation Paper due to further checking of areas in the development of the CAR reserve system

** Vegetation, the majority of which occurs outside the RFA region, water, exotics, cleared and unclassified land.

Table 2: Reservation levels for old-growth forest

Forest ecosystem	Present area ha #	CAR Reserve System: Formal Reserves: Gazetted ha	FMP Proposed ha	New ha	CAR Informal ha	Total CAR: ha	%	Other informal ha
Jarrah Blackwood	48,516	4,688	6,457	16,499	1,449	29,093	60.0%	1,405
Jarrah Leeuwin **	477	358	0	119	0	477	100.0%	0
Jarrah Mt Lindesay	14,005	664	5,905	4,428	126	11,123	79.4%	36
Jarrah North-East **	11,504	1,956	1,899	5,279	713	9,847	85.6%	125
Jarrah North-West **	8,069	5,595	874	961	457	7,887	97.7%	7

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Forest ecosystem	Present area ha #	CAR Reserve System						Other informal ha
		Formal Reserves			CAR Informal ha	Total CAR		
		Gazetted ha	FMP Proposed ha	New ha		ha	%	
Jarrah Rate's Tingle **	1,021	894	31	97	0	1,021	100.0%	0
Jarrah Red Tingle **	214	103	102	9	0	214	100.0%	0
Jarrah Sandy **	2,170	2,099	48	21	1	2,170	100.0%	0
Jarrah South	159,713	37,363	39,733	17,720	5,532	100,347	62.8%	5,235
Jarrah Unicup	4,739	1,024	1,614	211	66	2,916	61.5%	89
Jarrah Woodland	13,215	4,258	1,786	2,007	3,551	11,602	87.8%	1,440
Jarrah Yellow Tingle	7,249	1,536	67	2,199	592	4,395	60.6%	236
Karri Main Belt	53,569	25,176	1,897	1,765	4,658	33,496	62.5%	3,603
Karri Rate's Tingle **	674	674	0	0	0	674	100.0%	0
Karri Red Tingle	3,283	2,336	867	81	0	3,283	100.0%	0
Karri West Coast **	492	444	47	1	0	492	100.0%	0
Karri Yellow Tingle	6,969	1,933	38	1,489	729	4,190	60.1%	308
Western Wandoo forest**	7,832	1,533	3,783	1,194	300	6,810	87.0%	137
Western Wandoo woodland**	3,007	802	634	1,045	307	2,788	92.7%	26
Karri South Coast ##	364	70	95	71	40	76	76.8%	4

** Rare or depleted ecosystem

Variations to Public Consultation Paper due to further checking following information provided by stakeholders

Majority occurs outside the RFA region

Table 3: Reservation levels for other natural values

Value	Present Area ha	CAR Reserve System					Other informal
		Formal Reserves			CAR Informal	Total CAR	
		Gazetted	FMP Proposed	New			
Centres of disjunct flora	116,283	12.5%	13.6%	26.0%	3.3%	55.3%	1.8%
Centres of relictual flora	151,981	29.5%	12.4%	16.3%	4.5%	62.7%	2.9%
Centres of flora species richness	211,437	11.7%	22.2%	20.6%	7.2%	61.6%	3.4%
Centres of endemic flora	221,879	11.9%	18.1%	25.6%	4.5%	60.1%	1.6%
Wilderness quality >= 12	214,392	44.6%	18.4%	17.4%	4.6%	85.0%	1.8%
Wilderness quality >= 10	558,261	37.4%	17.2%	15.1%	6.8%	76.5%	2.6%
Wilderness quality >= 8	1,107,504	28.3%	14.6%	11.4%	7.1%	61.5%	3.5%
Biophysical naturalness >= 5	666,640	31.7%	18.6%	16.5%	10.2%	77.0%	4.6%
Biophysical naturalness >= 4	732,451	36.5%	17.4%	15.4%	9.3%	78.5%	4.2%
Biophysical naturalness >= 3	789,432	35.1%	16.5%	14.7%	9.7%	76.1%	4.7%

Table 4: Reservation levels of ecological vegetation systems

Value	Present Area	CAR Reserve System					Other informal
		Formal Reserves			CAR Informal	Total CAR	
		Gazetted	FMP Proposed	New			
Ac2	21,516	53.8%	2.5%	9.8%	3.4%	69.6%	1.8%
Ac3	1,331	23.8%				23.8%	
Ac4	3,433				17.9%	17.9%	8.9%
Ac7	22,816	40.4%	0.9%	11.8%	6.4%	59.5%	0.8%

Value	Present Area	CAR Reserve System					Other informal
		Formal Reserves					
		Gazetted	FMP Proposed	New	CAR Informal	Total CAR	
Ac8	1,593	30.8%	28.8%	4.3%	4.0%	67.8%	0.2%
Ak6	10,964	5.5%	28.8%	21.9%	10.8%	67.1%	0.8%
An0	756	3.3%				3.3%	
Bk7	79,482	0.2%	3.6%	13.9%	8.6%	26.3%	14.8%
Bw8	69,231	31.5%	8.8%	8.4%	16.0%	64.8%	4.3%
Cv1	1,295	20.3%				20.3%	
Cv2	281	56.3%				56.3%	
Cw0	706	30.0%	16.9%			46.9%	
Ds0	5,221	6.4%	5.4%			11.8%	
Ds2	1,097		6.3%	0.5%	0.3%	7.0%	2.4%
Ev2	2,389	8.7%	0.7%		0.3%	9.7%	0.9%
Ev5	11,966	2.5%	29.7%	10.5%	4.7%	47.5%	8.0%
Fv3	1,664	4.6%	0.0%	4.1%	7.7%	16.4%	3.9%
Fv4	364						
Fv5	871	4.6%		1.5%	0.5%	6.6%	0.2%
Fw5	8,396	0.1%	15.4%	0.5%	23.0%	39.1%	8.8%
Gw3	1,913	30.1%	8.3%			38.5%	
Gw4	7,135	0.1%	3.9%		12.7%	16.6%	9.8%
Gw5	12,001	1.7%	4.5%	0.0%	17.3%	23.5%	14.4%
Gw6	7,700	1.9%	35.0%	19.0%	2.6%	58.5%	3.8%
Gw9	31,286	79.5%	2.3%	3.1%	1.8%	86.7%	0.1%
Hl6	110,492	7.7%	1.8%	1.8%	11.8%	23.2%	11.6%
Ia8	30,029	4.6%	46.1%	43.5%	0.9%	95.1%	0.4%
Ic2	643	10.4%		15.3%		25.7%	
Ic5	5,529	2.4%	3.9%	0.8%	7.9%	14.9%	9.4%
Ic6	727			43.0%	1.6%	44.6%	0.4%
Ig0	5,145	1.0%	0.2%			1.1%	
Ig3	1,012	3.9%				3.9%	
Ip3	124,277	11.8%	7.8%	7.4%	1.3%	28.3%	1.4%
Ip8	2,828	30.8%	0.3%		1.5%	32.7%	4.9%
Iw8	6,992	21.6%	4.1%	5.4%	11.4%	42.4%	12.7%
JG4	24,618	0.1%	11.4%	1.6%	0.3%	13.4%	1.5%
JP3	17,568	2.3%	39.3%	1.2%	0.6%	43.4%	0.4%
JP4	73,673	13.3%	0.5%	11.0%	2.3%	27.0%	1.6%
JP6	205,279	5.5%	3.2%	1.6%	3.2%	13.6%	2.1%
Ja4	584			33.7%		33.7%	
Ja8	16,148	33.0%	21.1%	20.0%	1.4%	75.5%	1.4%
Jc6	1,887				2.8%	2.8%	6.6%
Jc8	2,876	10.2%	3.1%	41.4%	3.2%	58.0%	4.6%
Jg4	8,174		8.5%		4.0%	12.5%	2.6%
Jg5	151,568	0.0%	4.0%	11.2%	3.8%	19.0%	3.8%
Jg6	15,343	4.7%	30.9%	22.8%	3.3%	61.6%	0.3%
Jk6	2,701	84.2%			0.0%	84.2%	0.0%
Jk8	6,191	12.0%	31.0%	25.2%	5.3%	73.4%	0.2%
Jm8	4,744		22.7%	3.8%	2.3%	28.8%	2.6%
Jn5	2,770		9.3%	3.6%	6.3%	19.2%	3.1%
Jp2	3,190	6.9%		1.4%		8.4%	
Jp3	11,239	6.5%	9.9%	14.0%		30.5%	0.3%
Jp4	1,466	0.1%	31.5%	4.3%	6.9%	42.7%	0.2%

Value	Present Area	CAR Reserve System					Other informal
		Formal Reserves					
		Gazetted	FMP Proposed	New	CAR Informal	Total CAR	
Jp5	85,888	1.7%	29.2%	10.5%	1.0%	42.4%	1.6%
Jp6	3,377	4.0%		27.8%		31.8%	
Jp9	7,840	9.4%	0.2%	28.2%	2.6%	40.5%	0.3%
Jv3	2,239	0.2%	23.5%	1.3%	1.3%	26.2%	1.5%
Jw5	26,392	0.9%	23.2%	4.5%	2.4%	31.1%	4.8%
Jw7	10,696	0.9%			6.4%	7.2%	11.9%
KI9	27,078	30.3%	6.0%	5.1%	7.2%	48.6%	11.0%
Km8	46,159	3.0%	1.0%	2.5%	7.2%	13.7%	18.5%
Km9	7,145	7.1%		36.1%	2.7%	46.0%	1.5%
Ko8	6,803	73.9%	4.3%			78.1%	
Kp8	50,679	17.0%	2.3%	0.8%	3.9%	24.1%	5.5%
Ks8	46,578	12.8%	6.1%	3.6%	25.0%	47.5%	7.9%
Kv7	3,921	58.0%			9.8%	67.8%	2.8%
L	8,660	91.8%	1.8%	0.1%		93.7%	
MS5	11,365	13.6%	15.4%	10.9%	4.1%	44.0%	1.9%
Mb2	383	26.9%		1.9%		28.8%	
Mb5	167						
Mk8	5,784	41.9%	0.8%	0.1%	14.7%	57.4%	0.6%
Mm4	1,559		21.9%	10.4%	2.4%	34.8%	3.2%
Mm5	26,829	0.3%	7.2%	4.7%	4.3%	16.4%	11.8%
Mm6	1,792	9.4%		9.0%		18.4%	
Mn5	3,585	11.3%	20.9%	27.1%	10.6%	69.9%	1.2%
Mn6	47,060		7.1%	12.5%	6.3%	25.9%	11.0%
Mp8	158,343	13.4%	5.3%	3.2%	3.7%	25.7%	4.5%
Ms4	1,223		26.2%		3.4%	29.6%	4.0%
Ms5	21,379	1.7%	7.5%	3.2%	2.4%	14.7%	5.7%
Ms6	986	19.9%		22.1%		42.0%	
Ms8	2,677	0.1%	4.8%	17.6%	5.4%	27.8%	6.0%
NM5	6,668		5.7%	1.0%	20.2%	26.9%	17.1%
NM6	50,533	25.5%	1.7%	10.1%	7.4%	44.7%	4.9%
Nm5	32,548	0.0%	19.3%	10.7%	8.0%	38.1%	8.7%
Po8	14,581	68.9%	18.0%		0.1%	86.9%	0.1%
Po9	15,514	85.1%	7.1%		0.3%	92.5%	0.0%
Py7	10,968	70.6%	2.1%	0.6%		73.4%	
Py8	2,339	11.6%				11.6%	
Py9	25,908	92.9%	0.7%			93.7%	
Qm7	309	86.8%				86.8%	
Qu7	6,090	64.1%	0.0%	0.0%		64.1%	
Qu8	6,706	37.8%	27.6%			65.5%	
Qu9	11,268	99.5%	0.3%			99.8%	
Ra8	910	89.3%			1.8%	91.1%	0.5%
Rs3	28,727	22.0%	5.8%	3.5%	5.7%	37.0%	3.0%
Rs4	8,774	13.7%		7.5%	0.3%	21.5%	0.1%
Rs5	630		63.6%	30.0%		93.6%	
Rs7	752		2.6%	65.8%		68.4%	2.2%
Sv6	58,544	11.6%	46.9%	34.4%	3.6%	96.4%	0.3%
Sv8	24	51.0%				51.0%	
Sv9	20,517	53.1%	2.3%	9.7%	21.3%	86.4%	2.4%
Sw3	39,510	24.4%	8.6%	3.8%	17.9%	54.8%	6.7%

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Value	Present Area	CAR Reserve System					Other informal
		Formal Reserves					
		Gazetted	FMP Proposed	New	CAR Informal	Total CAR	
Sw4	136						
Sw5	5,178	57.2%	0.6%		0.5%	58.2%	2.3%
Sw6	4,813	3.1%	29.4%	8.7%	27.5%	68.6%	0.6%
Sw7	10,847	63.3%	0.5%	2.3%	3.4%	69.5%	0.1%
Ta8	52,645	45.3%	5.3%	5.0%	3.5%	59.1%	2.4%
Vp1	71,028	23.0%	15.0%	7.8%	2.6%	48.5%	0.5%
Vp2	78,602	6.7%	21.8%	2.0%	9.7%	40.2%	1.3%
WM2	40,426	12.6%	2.5%	13.3%	7.7%	36.1%	3.6%
WS2	11,734	31.4%	7.9%	4.5%	0.2%	44.0%	0.0%
WI1	49,171	12.3%	15.7%	1.6%	4.7%	34.3%	5.5%
WI2	127,152	11.4%	9.8%	8.1%	4.9%	34.3%	7.4%
Wm1	25,935	9.7%	13.7%	0.3%	7.3%	30.9%	1.2%
Wm2	8,680	2.3%	10.1%	14.8%	0.0%	27.4%	3.4%
Wm4	38,257	7.8%	39.4%	4.0%	0.7%	51.9%	4.6%
Yv4	20,875	18.4%	6.8%	20.6%	14.8%	60.6%	2.4%
Zv4	14,141	21.3%	10.5%	2.1%	2.3%	36.1%	0.1%
Zv9	993	66.8%	11.9%		1.3%	80.0%	

Table 5: Reservation levels of vegetation complexes

Value	Present Area	CAR Reserve System					Other informal
		Formal Reserves					
		Gazetted	FMP Proposed	New	CAR Informal	Total CAR	
A	35,171	42.8%	5.2%	2.6%	16.4%	66.9%	4.2%
B	3,057	33.8%				33.8%	
Ba	926				79.6%	79.6%	3.2%
BAf	339			58.1%		58.1%	
BAg	76			46.8%		46.8%	
BD	44,614		3.7%	11.1%	5.9%	20.8%	17.5%
BE1	62,564	1.0%	1.9%	2.3%	2.8%	8.0%	4.8%
BE2	40,407		23.8%	0.6%	1.2%	25.6%	2.6%
BE3	11,256		54.1%		0.9%	55.0%	0.5%
BEb	5,281	24.5%	0.4%		5.1%	30.0%	3.2%
BEs	132		51.9%			51.9%	1.5%
BEy1	27,655	20.4%	0.9%		3.5%	24.7%	3.8%
BEy2	22,001	4.4%	24.2%	13.7%	0.9%	43.3%	0.5%
BK	19,972		6.8%	26.5%	10.4%	43.7%	6.8%
BL	14,225	0.1%	8.8%	4.6%	2.7%	16.2%	6.3%
BLf	134			8.8%	3.3%	12.1%	0.4%
BN	1,286		1.5%		3.8%	5.3%	3.1%
BO	3,473				11.3%	11.3%	12.6%
BR	434	14.4%		2.4%	0.2%	17.0%	
BT	2,404	2.4%	3.4%	1.2%	0.6%	7.5%	1.4%
BTf	395	0.1%				0.1%	
Bi	5,221	6.4%	5.4%			11.8%	
Bo1	149	0.3%				0.3%	
Bo1s	181						
BU	7,025	85.5%			8.5%	94.0%	0.9%
BW	751	70.5%	13.5%	11.5%	1.0%	96.5%	2.0%
BWp	28,755	83.0%	1.5%	3.1%	1.8%	89.3%	0.0%

Value	Present Area	CAR Reserve System					Other informal
		Formal Reserves					
		Gazetted	FMP Proposed	New	CAR Informal	Total CAR	
Bd	310	57.2%				57.2%	
Bf	310	60.4%				60.4%	
Bu	897	13.8%				13.8%	
Bw	1,675	28.5%				28.5%	
Bwy	24	51.0%				51.0%	
C1	5,857	4.2%		35.4%	3.5%	43.2%	0.5%
C2	2,947	4.6%		24.1%		28.7%	
CA	58,546	11.6%	46.9%	34.4%	3.6%	96.4%	0.3%
CB	4,796		7.9%	1.4%	5.9%	15.2%	21.4%
CC!	16,350	0.5%	6.5%	4.5%	2.7%	14.2%	13.4%
CC2	8,957		45.8%		0.8%	46.5%	9.4%
CE	21,839	0.4%	2.6%	14.6%	13.8%	31.4%	11.8%
CF	3,433				17.9%	17.9%	8.9%
CI	8,174		8.5%		4.0%	12.5%	2.6%
CL1	10,696	0.9%			6.4%	7.2%	11.9%
CL2	22,150	0.0%	27.4%	0.0%	2.9%	30.4%	5.7%
CM	17,226	15.0%	8.1%	25.0%	17.9%	66.0%	2.9%
CO1	3,043	10.6%			3.4%	14.0%	4.7%
CO2	3,233		7.6%	0.1%	1.4%	9.1%	4.0%
COb	19,231	48.6%	1.1%	2.3%	5.0%	57.0%	2.9%
COd	1,339	17.6%	0.7%		1.3%	19.7%	2.1%
COp1	6,378		56.3%	40.8%	1.5%	98.6%	0.1%
COp2	4,916		54.9%	42.5%		97.4%	
COy1	18,874	39.5%	14.9%	9.3%	5.6%	69.4%	1.5%
COy2	2,285	5.3%	35.0%	44.1%	2.5%	86.9%	
CP	3,921	58.0%			9.8%	67.8%	2.8%
CP1	187						
CP2	249						
CRb	45,406	16.1%	2.5%	0.9%	3.8%	23.4%	5.7%
CRd	1,488	42.7%			1.7%	44.3%	7.5%
CRy	24,097	10.6%	0.6%	0.7%	5.4%	17.3%	7.7%
CT	2,963	3.6%			5.4%	9.0%	22.5%
CV	1,657	73.0%		4.6%	0.7%	78.3%	0.3%
Cd	1,823	33.7%		1.8%		35.5%	
Ce	28,727	22.0%	5.8%	3.5%	5.7%	37.0%	3.0%
Ck	49,171	12.3%	15.7%	1.6%	4.7%	34.3%	5.5%
Cr	446	38.8%		16.1%		54.9%	
Cw1	1,393	18.8%		24.1%	1.0%	43.8%	0.6%
Cw2	852	11.6%		18.9%		30.5%	
D	210						
D1	181,811	6.0%	2.4%	1.2%	3.4%	12.9%	2.2%
D2	73,673	13.3%	0.5%	11.0%	2.3%	27.0%	1.6%
D3	7,402	22.8%	40.4%	0.0%		63.2%	
D4	115,875	11.2%	4.9%	8.0%	1.4%	25.5%	1.6%
D5	2,200	12.3%				12.3%	
DB3	270			58.4%	3.5%	61.9%	1.1%
DE5	6,706	37.8%	27.6%			65.5%	
DM1	1,466	0.1%	31.5%	4.3%	6.9%	42.7%	0.2%
DM2	8,044	2.1%	4.3%	18.2%		24.6%	0.4%

AP PX

Value	Present Area	CAR Reserve System					Other informal
		Formal Reserves					
		Gazetted	FMP Proposed	New	CAR Informal	Total CAR	
DMg	50						
DO	2,229		38.0%		32.7%	70.7%	5.2%
DP	2,665	0.2%	27.0%	1.7%	38.4%	67.3%	1.7%
DS	9,526	12.6%	0.2%	12.1%	0.3%	25.2%	0.3%
Dc1	1,226	17.2%	23.5%	15.4%	0.5%	56.6%	0.4%
Dc2	2,430	0.7%		17.9%	7.1%	25.7%	0.7%
Dd	6,209	67.7%	11.0%			78.7%	
Dd5	8,160	71.6%	23.7%		0.2%	95.4%	0.1%
Dk1	2,697	7.6%		1.7%		9.3%	
Dk2	1,227	1.3%		3.7%		5.0%	0.4%
Dk3	326						
Dk4	477	6.1%				6.1%	
Dk5	575	0.8%				0.8%	
Dk5f	671	38.4%				38.4%	
Dr	24						
Drd	115						
Ds	1,991	13.4%	20.3%	12.1%	2.3%	48.1%	0.5%
E	305	100.0%				100.0%	
F	14,647	9.6%	19.1%	25.9%	14.4%	69.0%	1.3%
FH1	6,315	6.5%	12.8%	3.4%	0.0%	22.8%	0.3%
FH2	16,207	13.8%	33.6%	6.0%	0.0%	53.4%	0.6%
FH3	4,371	15.9%	56.8%	0.9%		73.7%	0.6%
FH4	1,008	13.2%	53.9%	0.1%		67.2%	
FH5	9,007	32.0%	7.8%		3.5%	43.3%	0.1%
Fa1	343	4.4%				4.4%	
Fa2	224	11.7%				11.7%	
Fa3	64						
Fa4	48	1.0%				1.0%	
Fo	79						
f	2,400		8.5%	6.3%	43.5%	58.3%	1.1%
G	21,516	53.8%	2.5%	9.8%	3.4%	69.6%	1.8%
G2	3,000	85.7%	9.2%			94.9%	
G3	3,770	64.9%	0.4%			65.2%	
GA	799		0.1%	4.6%	3.6%	8.3%	7.9%
GD1	2,816		7.2%	6.8%	0.0%	14.0%	
GD2	90						
GD4	509		7.1%			7.1%	
GE	4,582	70.4%	3.5%	0.8%		74.7%	
GR	10,476		8.3%	5.0%	6.7%	19.9%	9.3%
GW	340	3.6%		0.1%		3.8%	
Ge	3,519	75.9%	1.0%	1.0%		77.9%	
Gg	107	100.0%				100.0%	
Gk	12	75.0%				75.0%	
Gu	81			9.2%		9.2%	
Gv	22						
H	1,983	24.9%	0.8%	6.8%		32.4%	
HA	2,324	1.9%	14.1%	13.0%	6.0%	35.0%	1.7%
HK	2,876	10.2%	3.1%	41.4%	3.2%	58.0%	4.6%
HR	23,474	1.5%	9.8%	5.3%	2.1%	18.7%	1.6%

Value	Present Area	CAR Reserve System					Other informal
		Formal Reserves					
		Gazetted	FMP Proposed	New	CAR Informal	Total CAR	
Hd	195	82.0%				82.0%	
He1	11,365	13.6%	15.4%	10.9%	4.1%	44.0%	1.9%
He2	11,734	31.4%	7.9%	4.5%	0.2%	44.0%	0.0%
Hw	738	24.8%		2.9%		27.6%	
JA	1,488	80.6%	3.0%	0.3%	7.4%	91.4%	0.4%
JL	14,660		4.2%	3.0%	5.4%	12.5%	17.2%
JN	3,829	1.8%		20.8%	13.2%	35.8%	6.5%
KB	9	94.7%				94.7%	
KE	5,834	62.8%	0.0%	0.0%		62.8%	
KEf	69	100.0%				100.0%	
KI	97,411	0.0%	3.7%	9.4%	3.0%	16.2%	3.8%
KO	1,212	22.2%	14.0%		3.4%	39.6%	0.2%
KP	530		13.1%		15.1%	28.3%	17.2%
KR	2,117	12.8%	10.1%	2.0%	2.0%	27.0%	3.8%
KU1	241		95.7%			95.7%	
KU2	1,997	0.2%	14.8%	1.4%	1.4%	17.8%	1.6%
KUw	43						
Kb	22,359	39.5%	8.3%	8.1%	2.7%	58.6%	1.5%
KbE	246	94.0%				94.0%	
Kf	671	32.9%				32.9%	
Kg	803	87.9%			2.0%	89.9%	0.6%
Kp	1,603	80.2%	7.8%			88.0%	
Kr	1,984	71.4%	1.8%			73.3%	
Ks	1,003	48.9%			6.3%	55.2%	0.2%
Ky	13,377	39.9%	17.1%	12.4%	1.7%	71.1%	1.7%
L	7,072	92.5%	2.2%	0.1%		94.8%	
LF	15,623	7.0%	3.0%		21.2%	31.2%	10.7%
LK1	868		31.8%	18.7%		50.6%	5.7%
LK2	3,293	1.5%	12.7%	15.3%		29.5%	4.0%
LY	1,040		1.3%		0.6%	1.9%	17.7%
Lake	450	100.0%				100.0%	
Lg	555		72.3%	27.7%		100.0%	
Lo	4,750	6.2%	5.6%		2.2%	14.0%	6.4%
Lp	14,320	0.0%	52.6%	40.9%	0.1%	93.7%	0.7%
Ls	458		85.2%	14.8%		100.0%	
Ly	2,771		40.7%	56.5%		97.2%	
M	430			52.9%		52.9%	
MH	999		95.8%			95.8%	
MI	10,960	4.4%	36.1%	27.5%	2.7%	70.7%	0.3%
MJ	5,385	0.1%	4.4%		13.4%	17.9%	7.6%
ML	115	34.2%		0.9%		35.0%	1.3%
MO	38	12.8%	60.3%			73.1%	
MP	3,896		19.8%	4.2%	1.3%	25.3%	2.2%
MT1	2,894				0.3%	0.3%	3.6%
MT2	3,040		13.4%	1.3%	0.8%	15.6%	3.7%
MTb	11,058	51.5%	6.7%	3.2%	2.6%	64.1%	3.3%
MTp1	7,728	1.3%	33.6%	59.3%	2.2%	96.4%	0.0%
MTp2	8,164	0.5%	67.3%	27.4%		95.3%	
Mty1	19,233	23.9%	21.1%	9.3%	3.5%	57.8%	3.2%

PP

Value	Present Area	CAR Reserve System					Other informal
		Formal Reserves					
		Gazetted	FMP Proposed	New	CAR Informal	Total CAR	
MTy2	886		50.0%	40.7%	0.6%	91.2%	
Mc	7,095	91.8%				91.8%	
Mf	7,854	88.2%	6.1%		0.1%	94.3%	
Mi	25,935	9.7%	13.7%	0.3%	7.3%	30.9%	1.2%
Mm	2						
Mp	18,029	93.6%	1.1%			94.6%	
Mr	265	63.6%				63.6%	
Ms	7,662	82.0%	8.1%		0.5%	90.6%	0.0%
Mu	11,276	99.4%	0.3%			99.7%	
Mv	328			26.1%		26.1%	
My	222	100.0%				100.0%	
My1	50,533	25.5%	1.7%	10.1%	7.4%	44.7%	4.9%
My2	40,426	12.6%	2.5%	13.3%	7.7%	36.1%	3.6%
N	12,853	0.1%	8.6%	32.7%	5.9%	47.4%	4.2%
NW1	691		9.5%		5.5%	15.0%	
NW2	3,461	2.5%	13.3%	21.3%	0.1%	37.2%	4.6%
NWf1	178						
NWf2	642	0.2%	0.1%	8.8%	20.0%	29.1%	10.2%
NWg1	1,173		27.3%		3.6%	30.9%	4.2%
NWg2	707		9.8%	0.8%	0.4%	10.9%	3.7%
Nd	2,057		0.3%	59.4%	2.5%	62.2%	3.7%
No	411	50.6%			1.0%	51.6%	
Nu	134						
Nw	6,181		8.4%	31.9%	11.4%	51.8%	10.4%
OW	996	66.5%	11.9%		1.3%	79.7%	
PM1	16,284	2.5%	0.3%	0.8%	4.4%	8.0%	19.4%
PM2	1,662				1.9%	1.9%	15.8%
PN	245						
PP	3,954	1.7%	1.1%	29.9%		32.8%	
PR	4,692		12.0%	0.0%	19.2%	31.2%	10.9%
Pi	13,494	36.3%	3.5%	14.8%	27.9%	82.4%	3.1%
Pn	127,152	11.4%	9.8%	8.1%	4.9%	34.3%	7.4%
Q	14,117	37.0%	8.2%	5.8%	20.7%	71.8%	4.4%
QN	6,470	2.1%	41.3%	22.0%	2.8%	68.3%	4.3%
QP	605				1.8%	1.8%	10.7%
QT	310				13.0%	13.0%	18.3%
QU	772	7.0%				7.0%	
QUs	378	69.6%				69.6%	
QUw	1,870	30.8%	8.5%			39.3%	
QW	457			33.8%	0.5%	34.4%	
QWf	78						
R	201						
RO	12,133		11.3%	1.1%	0.9%	13.3%	10.5%
S	39,510	24.4%	8.6%	3.8%	17.9%	54.8%	6.7%
S1	21,752	25.0%	4.1%	2.9%	7.3%	39.2%	13.5%
S2	11,183	2.7%	30.6%	10.1%	5.0%	48.4%	8.6%
S3	5,540	22.0%	5.1%	3.9%	12.5%	43.5%	15.6%
S4	934	30.7%			2.6%	33.4%	1.6%
S5	783		17.5%	17.1%		34.5%	

Value	Present Area	CAR Reserve System					Other informal
		Formal Reserves					
		Gazetted	FMP Proposed	New	CAR Informal	Total CAR	
S6	518		0.2%	31.0%	16.3%	47.4%	0.7%
S7	2,932	0.2%	3.1%	15.0%	22.8%	41.1%	0.9%
S8	6,041	5.5%	44.1%	28.5%	7.8%	86.0%	0.9%
SC	962	1.4%	2.3%	3.9%	1.7%	9.3%	1.3%
SD	3,195	17.7%	24.0%	3.6%		45.3%	
SK	1,750		2.3%		10.4%	12.7%	16.5%
SP	225						
SS	849		35.7%	2.1%	6.7%	44.6%	4.5%
ST	1,722		0.1%		61.8%	61.9%	6.7%
Sd	17,370	47.2%	1.1%	7.6%	8.1%	64.0%	0.6%
Sd2	85	92.5%	4.0%			96.5%	
Sw	38						
Swd	7,313	70.8%	0.8%	2.4%	5.0%	78.9%	0.1%
Swi	166						
T	11,754	0.0%	4.6%	4.4%	3.6%	12.6%	2.7%
TL	25,858		2.2%	11.1%	5.1%	18.4%	4.2%
TP	972				0.2%	0.2%	0.4%
TR1	4,965	10.7%	32.8%	27.6%	6.5%	77.6%	0.2%
TR2	1,752	13.1%	44.2%	2.5%	1.4%	61.3%	0.2%
Td	133			22.6%		22.6%	
Tw	2,538	0.8%	3.2%	2.3%	0.4%	6.6%	16.2%
t	3,216	4.6%	37.6%	11.5%	8.7%	62.4%	0.0%
UC1	2,240	32.1%			0.5%	32.6%	5.3%
UC2	2,701	84.2%			0.0%	84.2%	0.0%
UC3	958	34.1%	6.1%		3.2%	43.4%	
UC4	2,938	76.3%	1.0%		0.4%	77.7%	
V1	2,132	10.9%	5.7%	1.1%	45.2%	63.0%	6.8%
V4	5,327	52.0%	13.7%	14.2%	7.0%	86.9%	0.7%
V5	2,426			36.5%		36.5%	
V7	437	42.1%			0.5%	42.6%	
V8	3,148	7.1%	23.7%	30.9%	12.1%	73.7%	1.4%
Va2	6,906		45.1%	28.6%	0.1%	73.8%	0.2%
Va3	4,044		60.6%	15.8%		76.3%	
Vh2	8,384	17.3%	7.8%	9.7%	15.2%	50.1%	7.3%
Vh3	10,761	22.3%	2.5%	4.2%	30.4%	59.5%	5.9%
W1	3,888	0.9%		45.0%	4.1%	50.0%	1.6%
W2	740	8.6%		0.1%		8.7%	
WA	7,601	10.5%	6.3%	5.2%	27.4%	49.4%	6.8%
WATE	5,329	17.1%	0.0%			17.1%	
wate	49	98.0%	2.0%			100.0%	
WC	2,731		9.4%	3.7%	6.4%	19.4%	3.2%
WCv	291						13.9%
WE	199	92.1%				92.1%	
WEw	17	85.7%				85.7%	
WG	24,618	0.1%	11.4%	1.6%	0.3%	13.4%	1.5%
WH1	16,188	3.3%	1.9%	1.4%	13.0%	19.6%	15.0%
WH2	3,387		2.3%		17.8%	20.2%	10.2%
WH3	3,542			13.1%	1.4%	14.5%	16.8%
WL	3,224		11.1%		34.7%	45.9%	7.3%

Value	Present Area	CAR Reserve System					Other informal
		Formal Reserves					
		Gazetted	FMP Proposed	New	CAR Informal	Total CAR	
WS2	2,600	0.1%	5.0%	17.4%	5.5%	28.0%	5.5%
WSv	76			22.7%		22.7%	22.7%
Wd	16						
We	93	75.7%				75.7%	
Wg	1						
Wi	1,973		0.8%		0.2%	1.0%	1.1%
Wp	605	36.0%	2.2%	0.7%		38.9%	
Wr	212	11.1%		28.3%		39.4%	
Ww1	1,126	2.6%		42.0%	2.1%	46.7%	3.2%
Ww2	199	3.0%		0.2%		3.2%	
Y	1						
Y5	78,602	6.7%	21.8%	2.0%	9.7%	40.2%	1.3%
Y6	71,028	23.0%	15.0%	7.8%	2.6%	48.5%	0.5%
YE	4,477	0.9%	56.8%	1.3%	3.5%	62.6%	4.6%
YEf	553		90.6%			90.6%	0.1%
YN1	19,326	2.3%	2.1%	4.0%	5.3%	13.7%	20.0%
YN2	5,248	0.3%			6.1%	6.4%	20.9%
YR	11,470	1.7%	4.1%	0.0%	17.4%	23.2%	14.3%
Yd	10						
Yg1	65,021	5.1%	2.8%	3.1%	11.6%	22.5%	12.5%
Yg2	45,468	11.4%	0.3%	0.1%	12.2%	24.1%	10.2%
Yw	1						

1. Formal Reserves

6. The following changes to tenure or purpose will be progressed under State processes.

Table 6: Changes to tenure or purpose of areas of formal reserves proposed under the Forest Management Plan 1994-2003 and new formal reserves, to be established in the South-West Forest Region as a result of this agreement.

Map ID	Forest Management Plan ID	Locality Name	Current classification [1]	Proposed RFA classification	Approx. area (ha)	Values[2]
1		Julimar	State forest (Proposed Conservation Park)	Conservation Park; Interim Section 62 Forest Conservation Zone[3]	28,563	
2		Avon Valley	Crown Reserve (Proposed National Park)	National Park; Interim Section 62 Forest Conservation Zone[3]	1,704	
3		Darling Range	Crown Reserve, State forest, Freehold, Unallocated Crown Land	Regional Park (Proposed)	6,809	JNW, JNE, JW, SHS, R, DS, endemic flora, disjunct, flora, relictual flora, declared rare flora, remnant vegetation, rare fauna, vegetation complex[4], high biophysical naturalness

PP PK

Map ID	Forest Management Plan ID	Locality Name	Current classification [1]	Proposed RFA classification	Approx. area (ha)	Values[2]
4		Mundaring	State forest	National Park	2,259	JNW, endemic flora, disjunct flora, declared rare flora, rare fauna, high biophysical naturalness
5		Mundaring	State forest (Proposed Conservation Park)	National Park	818	
6		Pickering Brook	State forest	National Park	5,923	JNW, JW, SHS, endemic flora, disjunct flora, declared rare flora, rare fauna, high biophysical naturalness
7		Canning	State forest, Crown Reserve	National Park	2,550	JNW, JNW(old growth), JW, R, endemic flora, disjunct flora, rare fauna, high biophysical naturalness
8		Helena Valley	State forest	National Park	4,955	JNW, JNE, JNE, WWF, WWF(old growth), WWW, WWW(old growth), R, endemic flora, disjunct flora, relictual flora, rare fauna, high biophysical naturalness
9		Dale	Conservation Park	National Park	5,784	
10		Dale	CALM freehold (Proposed Conservation Park)	National Park	1,235	
11		Flynn	WRC freehold	National Park	3,255	JNE, J Sandy, JW, WWF, WWW
12		Wandoo	State forest, Crown Reserve	National Park	13,762	JNE, JNE(old growth), J Sandy, JW, WWF, WWW, WWW(old growth), SHS, R, endemic flora, disjunct flora, declared rare flora, high biophysical naturalness
13		Wandoo	Conservation Park	National Park	29,354	
14		Wandoo	State forest (Proposed Conservation Park)	National Park	575	
15		Wandoo	State forest (Proposed Conservation Park)	State forest	4,776	
16-17		Talbot	Crown Reserve	Nature Reserve	61	WWF, WWW, endemic flora, remnant vegetation, vegetation complex[4]
18	6	Monadnocks	Section 5(g) CALM Act	Section 5(g) CALM Act (Conservation And Water Resource Development)	299	
19	9,10	Gibbs	State forest (Proposed Conservation Park)	State forest	5,929	
20		Monadnocks	State forest	National Park	2,930	JNE, JNE(old growth), JW(old growth), WWF, WWF(old growth), WWW, WWW(old growth), high biophysical naturalness
21-23		Monadnocks	WRC freehold	National Park	4,510	JNE, WWF, WWW, SHS, R
24		Monadnocks	State forest (Proposed Conservation Park)	National Park	4,940	

Map ID	Forest Management Plan ID	Locality Name	Current classification [1]	Proposed RFA classification	Approx. area (ha)	Values[2]
25		Duncan	State forest (Proposed Conservation Park)	State forest	3,487	
26		Gyngoorda	State forest (Proposed Conservation Park)	State forest	3,465	
27		Serpentine	Crown Reserve	National Park	129	JNW, SHS, high biophysical naturalness
28-32		Darling Scarp	State forest	Nature Reserve	401	DS, JNW, disjunct flora, vegetation complex[4], high biophysical naturalness
33		Marrarup	Unallocated Crown Land	Nature Reserve	27	DS, vegetation complex[4]
34	13	George	State forest (Proposed Conservation Park)	State forest	2,658	
35		Harvey	Crown Reserve, Unallocated Crown Land, Section 5(g) CALM Act	Conservation Park	213	SCP, DS, vegetation complex[4], high biophysical naturalness
36		Falls Brook	State forest	Nature Reserve; Interim Section 62 Forest Conservation Zone[3]	410	
37	22	Pascoe	State forest (Proposed Nature Reserve)	State forest	220	
38		Lane Poole	State forest, Unallocated Crown Land	Conservation Park	2,411	JNW, JNW(old growth), JNE, JNE(old growth), JW, JW(old growth), WWF, WWF(old growth), WWW, WWW(old growth), SHS, R, high biophysical naturalness
39		Lane Poole	Unallocated Crown Land	Conservation Park	34	JNE
40		Lane Poole	State forest, Unallocated Crown Land	Conservation Park	2,002	JNE, JNE(old growth), JW, JW(old growth), WWF, WWF(old growth), WWW, WWW(old growth), vegetation complex[4], high biophysical naturalness
41, 42		Lane Poole	State forest	National Park	1,466	JNW, JNW(old growth), JNE, JNE(old growth), J Sandy, J Sandy(old growth), JW, JW(old growth), SHS, high biophysical naturalness
43		Batalling	State forest	Nature Reserve	402	JNE, WWF
44		The Angle	Timber Reserve (CALM Act)	Nature Reserve	921	JNE, JW, WWF, WWW, remnant vegetation, vegetation complex[4]
45		Cordering	Timber Reserve (CALM Act)	Nature Reserve	1,106	JNE, JW, WWF, WWW, remnant vegetation, vegetation complex[4]
46		Westralia	State forest (Proposed Conservation Park), Crown Reserve (Proposed Conservation Park)	Conservation Park; Interim Section 62 Forest Conservation Zone[3]	959	
47		Wellington	Private Property	National Park	3,175	JNW
48		Wellington	State forest, Crown Reserve	National Park	725	JNW, JNW(old growth), high biophysical naturalness

PP PX

Map ID	Forest Management Plan ID	Locality Name	Current classification [1]	Proposed RFA classification	Approx. area (ha)	Values[2]
49	26,27	Gervasse / Lennard / Davis	State forest (Part Proposed Conservation Park)	Part proposed Conservation Park; Interim Section 62 Forest Conservation Zone[3], part Section 62 Forest Conservation Zone	5,766	JNW, JNW(old growth), R, high biophysical naturalness
50		Dardanup	State forest (Proposed Conservation Park)	State forest	76	
51		Dardanup	State forest	Nature Reserve	131	JB, DS, vegetation complex[4]
52		Boyanup	State forest	Nature Reserve	25	DS, vegetation complex[4]
53	32	Preston	State forest (Proposed Conservation Park)	State forest	877	
54		Noggerup	State forest, Unallocated Crown Land, Crown Reserve	Conservation Park	820	JNW, J Sandy
55	29	Goonac	State forest (Proposed Conservation Park)	State forest	3,565	
56	36,37	Camballan	State forest (Proposed Conservation Park)	State forest	6,752	
57		Kulikup	Crown Reserve	Nature Reserve	140	JNE, WWF, remnant vegetation, vegetation complex[4]
58		Chowerup	Unallocated Crown Land (Proposed State forest), Crown Reserve	Nature Reserve	2,150	JNE, JW, WWF, WWW, remnant vegetation, vegetation complex[4]
59		Hester	State forest, Crown Reserve	Section 62 Forest Conservation Zone	1,442	JNW, JNE, remnant vegetation, vegetation complex[4], high biophysical naturalness
60	42	Hester	State forest, Timber Reserve CALM Act (Proposed Conservation Park)	Conservation Park; Interim Section 62 Forest Conservation Zone[3]	1,030	
61		Greenbushes	State forest (Proposed Nature Reserve)	Nature Reserve; Interim Section 62 Forest Conservation Zone[3]	530	
62-64		Nelson	State forest	Section 62 Forest Conservation Zone	660	J South, KMB, vegetation complex[4]
65		Dalgarup	State forest (Proposed Nature Reserve)	Nature Reserve; Interim Section 62 Forest Conservation Zone[3]	879	

Map ID	Forest Management Plan ID	Locality Name	Current classification[1]	Proposed RFA classification	Approx. area (ha)	Values[2]
66	44	Beaton	Timber Reserve (CALM Act) (Proposed Conservation Park)	Conservation Park; Interim Section 62 Forest Conservation Zone[3]	458	
67		Ellis Creek	State forest (Proposed Conservation Park)	Conservation Park; Interim Section 62 Forest Conservation Zone[3]	135	
68		Greenbushes	State forest	Section 62 Forest Conservation Zone	328	JNW, vegetation complex[4]
69		Golden Valley	CALM freehold (Proposed Section 5(g))	Section 62 Forest Conservation Zone	62	
70		Mullalyup	State forest, CALM freehold (Proposed Conservation Park)	Conservation Park; Interim Section 62 Forest Conservation Zone[3]	1,309	
71		Harrington	State forest	Section 62 Forest Conservation Zone	699	JNW, JB, DS, vegetation complex[4]
72		Mullalyup	State forest (Proposed Conservation Park)	Conservation Park; Interim Section 62 Forest Conservation Zone[3]	897	
73		Mullalyup	State forest, Unallocated Crown Land, Crown Reserve	Section 62 Forest Conservation Zone	548	JNW, J Sandy, vegetation complex[4]
74	33	Ryall	State forest (Proposed Conservation Park)	Conservation Park; Interim Section 62 Forest Conservation Zone[3]	281	
75		Ryall	State forest	Section 62 Forest Conservation Zone	163	JNW, vegetation complex[4]
76		Ryall	Timber Reserve (CALM Act)	Section 62 Forest Conservation Zone	25	JNW
77		Ryall	Timber Reserve (CALM Act), Unallocated Crown Land	Section 62 Forest Conservation Zone	277	JNW, vegetation complex[4]
78, 79		Ryall	Timber Reserve (CALM Act)	Section 62 Forest Conservation Zone	440	JNW, remnant vegetation, vegetation complex[4]
80		Jarrahwood	Crown Reserve	Conservation Park	162	JB

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Map ID	Forest Management Plan ID	Locality Name	Current classification [1]	Proposed RFA classification	Approx. area (ha)	Values[2]
81		St John Brook	State forest (Proposed Conservation Park)	State forest	3,444	
82		Whicher	State forest (Proposed Nature Reserve)	State forest	3,215	
83		Whicher	State forest	Section 62 Forest Conservation Zone	355	JB, SCP, endemic flora
84		Whicher	State forest (Proposed Nature Reserve)	State forest	35	
85		Leeuwin-Naturaliste	Crown Reserve	National Park	17	JL(old growth), remnant vegetation, vegetation complex[4], high biophysical naturalness
86		Yelverton West	Timber Reserve (CALM Act)	National Park	788	JL, JL(old growth), endemic flora, remnant vegetation, vegetation complex[4], high biophysical naturalness
87		Yelverton East	Timber Reserve (CALM Act), Crown Reserve	Section 62 Forest Conservation Zone	510	JL, SHS, SCP, flora species richness, endemic flora, remnant vegetation, declared rare flora, vegetation complex[4], high biophysical naturalness
88		Leeuwin-Naturaliste	Crown Reserve	National Park	71	JL, JL(old growth), PCH, remnant vegetation, high biophysical naturalness
89		Bramley	State forest, Timber Reserve (CALM Act), Crown Reserve, Unallocated Crown Land	National Park	4,038	JL, JW, KWC, SHS, endemic flora, flora species richness, remnant vegetation, vegetation complex[4], high biophysical naturalness
90		Bramley	Timber Reserve (CALM Act)	Section 62 Forest Conservation Zone	233	JL, KWC, flora species richness, remnant vegetation, vegetation complex[4]
91		Forest Grove	Timber Reserve (CALM Act), Crown Reserve	National Park	1,395	JB, JB(old growth), JL, JL(old growth), KWC, SHS, flora species richness, remnant vegetation, vegetation complex[4], high biophysical naturalness
92		Rapids	State forest (Proposed Conservation Park)	State forest	1,145	
93		Mowen	State forest (Proposed Nature Reserve)	State forest	841	
94		Blackwood River	State forest, Timber Reserve (CALM Act)	National Park	4,895	JB, JB(old growth), JW, SHS, SW, endemic flora, disjunct flora, relictual flora, flora species richness, rare fauna, vegetation complex[4], high biophysical naturalness
95, 96		Blackwood River	State forest	National Park	1,119	JB, JB(old growth), JW, JW(old growth), SHS, flora species richness, high biophysical naturalness
97		Blackwood River	State forest (Proposed Conservation Park)	National Park	1,901	

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Map ID	Forest Management Plan ID	Locality Name	Current classification [1]	Proposed RFA classification	Approx. area (ha)	Values[2]
98		Blackwood River	State forest	National Park	8,018	JB, JB(old growth), JW, JW(old growth), SHS, endemic flora, disjunct flora, relictual flora, flora species richness, high biophysical naturalness
99		Hilliger	State forest, Unallocated Crown Land, Crown Reserve	Section 62 Forest Conservation Zone	8,925	JB, JB(old growth), JW, JW(old growth), SHS, SW, endemic flora, disjunct flora, relictual flora, flora species richness, high biophysical naturalness
100		Milyeannup	State forest	National Park	383	JB, JB(old growth), SHS, flora species richness, high biophysical naturalness
101		Milyeannup	State forest (Proposed Nature Reserve)	National Park	5,689	
102		Milyeannup	State forest	National Park	12,180	JB, JB(old growth), JW, JW(old growth), SHS, flora species richness, high biophysical naturalness
103		Easter	State forest	Nature Reserve; Interim Section 62 Forest Conservation Zone[3]	720	J South, J South(old growth), JB, JB(old growth), DS, vegetation complex[4], high biophysical naturalness
104		Dickson	State forest (Proposed Nature Reserve)	Nature Reserve; Interim Section 62 Forest Conservation Zone[3]	583	
105		One Tree Bridge	State forest, CALM freehold, Crown Reserve (Proposed Conservation Park)	Conservation Park; Interim Section 62 Forest Conservation Zone[3]	714	
106		Glenlynn	State forest, Crown Reserve	Section 62 Forest Conservation Zone	598	J South, remnant vegetation, vegetation complex[4], high biophysical naturalness
107		Glenlynn	Timber Reserve (CALM Act), Crown Reserve	Section 62 Forest Conservation Zone	803	J South, J South(old growth), SHS, remnant vegetation, vegetation complex[4], high biophysical naturalness
108	46	Keninup	Timber Reserve (CALM Act), State Forest (Proposed Nature Reserve)	State forest	5,767	
109		Bolbelup	Timber Reserve (CALM Act), Unallocated Crown Land	Section 62 Forest Conservation Zone	1,489	JU, JU(old growth), JW, JW(old growth), WWF, SW, remnant vegetation, vegetation complex[4], high biophysical naturalness
110	53	Talling	State forest (Proposed Nature Reserve)	State forest	5,493	
111		Weinup	Crown Reserve	Nature Reserve	78	J South(old growth), WWF(old growth), high biophysical naturalness
112		Warrup	State forest	Nature Reserve	803	J South, J South(old growth), WWF, WWF(old growth), SHS, high biophysical naturalness

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Map ID	Forest Management Plan ID	Locality Name	Current classification [1]	Proposed RFA classification	Approx. area (ha)	Values[2]
113	48	Dingup	State forest (Proposed Conservation Park)	Conservation Park; Interim Section 62 Forest Conservation Zone[3]	227	
114		Strickland	State forest (Proposed Nature Reserve)	Nature Reserve; Interim Section 62 Forest Conservation Zone[3]	1,683	
115		Giblett	State forest	National Park	464	J South, J South(old growth), KMB, KMB(old growth), high biophysical naturalness
116	56	Charley	State forest (Proposed National Park)	State forest	2,254	
117		Hawke	State forest	National Park	2,878	J South, J South(old growth), JW(old growth), KMB, KMB(old growth), PCH, SHS, rare fauna, high biophysical naturalness
118		Dombakup	State forest	National Park	365	J South(old growth), JW(old growth), KMB, KMB(old growth), SHS, relictual flora, aboriginal heritage values, high biophysical naturalness
119, 120		Northcliffe	Unallocated Crown Land (Proposed State forest)	National Park	1,065	J South, J South(old growth), JW(old growth), KMB, KMB(old growth), SHS, relictual flora, high biophysical naturalness
121		Sharpe	State forest	National Park	3,402	J South, J South(old growth), JYT, JYT(old growth), JW, JW(old growth), KMB(old growth), KYT, KYT(old growth), SHS, disjunct flora, relictual flora, flora species richness, high biophysical naturalness
122		Collis	State forest, Unallocated Crown Land	National Park	5,997	J South, J South(old growth), JYT, JYT(old growth), J Rate's Tingle(old growth), JW, JW(old growth), KMB, KMB(old growth), KYT, KYT(old growth), SHS, endemic flora, disjunct flora, relictual flora, flora species richness, rare fauna, high biophysical naturalness
123-125		Swarbrick	State forest	National Park	464	J South(old growth), JYT, JYT(old growth), JW(old growth), KMB, KMB(old growth), KYT, KYT(old growth), J Red Tingle, K Red Tingle(old growth), endemic flora, high biophysical naturalness
126		Collis	Section 5(g) CALM Act, Crown Reserve (Proposed State forest)	National Park	87	JYT(old growth), high biophysical naturalness
127		Trent	Timber Reserve (CALM Act)	National Park	94	J South(old growth), JYT(old growth), SHS, endemic flora, high biophysical naturalness

Map ID	Forest Management Plan ID	Locality Name	Current classification [1]	Proposed RFA classification	Approx. area (ha)	Values[2]
128		Bow River	State forest	Crown Reserve (Water Resource Development)	695	
129	Part 66	Trent	State forest	National Park	2,736	J South, J South(old growth), JYT(old growth), SHS, SW, endemic flora, flora species richness, rare fauna, high biophysical naturalness
130	69, 63, 70	Mt Roe / Mt Lindesay	Crown Reserve, Unallocated Crown Land, Nature Reserve, State forest, (Proposed Section 5(g), National Park)	National Park	48,729	
131	Part 62, Part 61	Mt Roe / Mt Lindesay South	State forest, Crown Reserve (Proposed Section 5(g), National Park)	National Park; Interim Section 62 Forest Conservation Zone[3]	38,517	
132	Part 66	Thames	Crown Reserve	Section 62 Forest Conservation Zone	244	J South, J South(old growth), SHS, endemic flora, flora species richness, high biophysical naturalness
133		Rate	Crown Reserve (Proposed Section 5 (g) Reserve)	Crown Reserve (Water Resource Development)	453	
134	Part 66	Styx	Crown Reserve, Unallocated Crown Land	Section 62 Forest Conservation Zone	2,155	J South, J South(old growth), JW(old growth), SHS, endemic flora, flora species richness, declared rare flora, high biophysical naturalness
135	55,60,Part 61	Hiker	State forest, Unallocated Crown Land (Proposed Section 5(g))	National Park; Interim Section 62 Forest Conservation Zone[3]	8,741	
136		Gully	Unallocated Crown Land, Crown Reserve	Section 62 Forest Conservation Zone	5,031	J South, J South(old growth), JW, JW(old growth), SHS, endemic flora, disjunct flora, relictual flora, vegetation complex[4], high biophysical naturalness
137		Kent River	State forest, Crown Reserve, Unallocated Crown Land, (Proposed State forest)	National Park	36,922	J South, J South(old growth), JW, JW(old growth), SHS, SW, R, endemic flora, disjunct flora, relictual flora, flora species richness, vegetation complex[4], high biophysical naturalness
138		Camballup	State forest, Crown Reserve	Section 62 Forest Conservation Zone	7,750	J South, J South(old growth), JML, JML(old growth), SHS, vegetation complex[4], high biophysical naturalness
139		Perillup	State forest, Crown Reserve (Proposed Section 5(g))	Section 62 Forest Conservation Zone	3,435	
140		Perillup	State forest, Crown Reserve	Section 62 Forest Conservation Zone	792	J South(old growth), JML(old growth), SHS, rare fauna, vegetation complex[4], high biophysical naturalness
141		Pardelup	State forest, Crown Reserve, Timber Reserve CALM Act	Section 62 Forest Conservation Zone	3,821	JML, JML(old growth), SHS, vegetation complex[4], high biophysical naturalness

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Map ID	Forest Management Plan ID	Locality Name	Current classification [1]	Proposed RFA classification	Approx. area (ha)	Values[2]
142		Amarillup	State forest, Crown Reserve	National Park	290	JML(old growth), SHS, vegetation complex[4], high biophysical naturalness
143	Part 66	Harewood	State forest, Timber Reserve CALM Act, Crown Reserve	Section 62 Forest Conservation Zone	5,553	J South, J South(old growth), JML(old growth), SHS, R, endemic flora, flora species richness, declared rare flora, vegetation complex[4], high biophysical naturalness
144		Denmark River	State forest, Crown Reserve	Crown Reserve (Water Resource Development)	1,003	
145		Sheepwash	State forest, Unallocated Crown Land	National Park	2,019	JML, JML(old growth), SHS, flora species richness, rare fauna, high biophysical naturalness
146		Mt Roe / Mt Lindesay South	State forest	Section 62 Forest Conservation Zone	4,486	JML, JML(old growth), SHS, flora species richness, contemporary fauna refuge, declared rare flora, remnant vegetation, high biophysical naturalness
147-149		Redmond	Timber Reserve (CALM Act)	Nature Reserve	1,014	JML, JML(old growth), SHS, flora species richness, remnant vegetation, vegetation complex[4], high biophysical naturalness
150		Denbarker	Crown Reserve, Unallocated Crown Land (Under Lease)	Section 62 Forest Conservation Zone	235	JML(old growth), remnant vegetation, vegetation complex[4], high biophysical naturalness
151, 152		Denbarker	Crown Reserve	Section 62 Forest Conservation Zone	722	JML(old growth), SHS, remnant vegetation, vegetation complex[4], high biophysical naturalness
153		Mt Barker	Crown Reserve, Unallocated Crown Land	Section 62 Forest Conservation Zone	277	JML(old growth), remnant vegetation, declared rare flora, vegetation complex[4], high biophysical naturalness

1 Including proposed classification in the Forest Management Plan 1994-2003.

2 Forest ecosystems and other values referred to in this column are for the new reserves established by this Agreement: DS – Darling Scarp, JB – jarrah Blackwood, JL – jarrah Leeuwin, JML – jarrah Mt Lindesay, JNE – jarrah north east, JNW – jarrah north west, J Rate's Tingle – jarrah Rate's Tingle, J Red Tingle – jarrah red tingle, J Sandy – jarrah sandy, JU – jarrah Unicup, JW – jarrah woodland, JYT – jarrah yellow tingle, KMB – karri main belt, K Red Tingle – karri red tingle, KWC – karri west coast, KYT – karri yellow tingle, PCH – peppermint and coastal heath, R – rocky outcrops, SCP – swan coastal plain vegetation, SHS – shrub, herbs and sedgelands, SW – swamps, WWF – western wandoo forest, WWW – western wandoo woodland

3 The area will be established as a formal reserve under section 62 of the CALM Act and may later progress to the proposed *Land Administration Act 1997* (WA) classification subject to established State Government processes including mineral exploration and prospectivity review.

4 Vegetation complex/s that prior to the Agreement were represented in the reserve system at less than 10 per cent of their pre-1750 area

7. All existing gazetted and new formal reserves proposed in the Forest Management Plan 1994-2003 shown on Map 1 which will not be subject to changes in tenure or purpose as documented in Table 6, will retain the classification of formal reserve as proposed in the Forest Management Plan 1994-2003 and depicted in maps 1, 2 and 3 in that Plan.

8. Interim management guidelines will be prepared for CALM managed lands listed in Table 6 within twelve months of the signing of this Agreement. Management Plans for

these lands will be developed and implemented progressively as required.

9. Areas that were proposed as a Formal Reserve in the Forest Management Plan 1994-2003, but are now intended to remain as State forest under this Agreement, will continue to be managed as a proposed reserve in accordance with the Forest Management Plan 1994-2003, until a new Forest Management Plan that implements a change in intention is gazetted.

2. CAR Informal Reserves

2.1. State forest areas

10. CAR Informal Reserves in State forest total 137,886 hectares and are identified on Map 1. These CAR Informal Reserves have been identified as indicative areas printed at a map scale of 1:250,000 and held as an electronic layer.

11. Areas of land adjoining informal reserves that were accredited by the Commonwealth Scientific Advisory Group for the Deferred Forest Agreement will be designated as informal reserves by Western Australia.

12. The Parties have agreed that CAR informal reserves are the following component of the informal reserve system:

(a) Stream reserves of a width equal to or greater than 150 metres;

(b) Those informal reserves and adjoining areas of land that were accredited by the Commonwealth Scientific Advisory Group for the Deferred Forest Agreement;

(c) Diverse ecotype zones of an area equal to or greater than 40 hectares;

(d) 400 m wide travel route reserves in the area containing Karri Yellow Tingle ecosystem; and

(e) The Bibbulmun Track travel route reserve (400 metres wide).

13. The Parties have accredited these informal reserves as CAR informal reserves on the basis that they are set aside specifically for conservation purposes and meet the principles established in the JANIS Reserve Criteria.

14. CAR Informal Reserves in State forest will be recognised in future Forest Management Plans.

15. The Department of Conservation and Land Management will identify CAR Informal Reserves on State forest on operational and planning maps and manage the areas for the identified CAR values.

16. The State will finalise boundaries on 1:25,000 maps. Finalisation will consider field verification of values being protected, and appropriate boundaries mapped to protect the identified values.

17. The boundaries to CAR Informal Reserves in State forest may be reviewed and amended by the Department of Conservation and Land Management in the following circumstances:

Circumstance 1. Field inspections or improved mapping indicate that amendments are required to create practical management boundaries or to more accurately reflect the location of the value.

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Circumstance 2. The area does not contain the values for which it was identified.

Circumstance 3. Existing boundaries are found to place unreasonable restrictions on the practical access to areas outside the CAR Reserve system for forest-based industry or for infrastructure development.

18. Amendments to the boundaries of CAR Informal Reserves in State forest will be assessed by the Department of Conservation and Land Management according to whether they:

Condition 1. Comply with clauses 67 and 72 of this Agreement.

Condition 2. Use best endeavours to maintain the levels of protection of National Estate values in a regional context.

Condition 3. Maintain a widely-distributed, inter-connected network of protected areas.

Condition 4. Maintain the Sustained Yield of areas available for timber harvesting in terms of volume, species and quality.

Condition 5. Optimise the inclusion of areas that are unavailable for timber harvesting due to other considerations such as slope, access and site quality.

Condition 6. Avoid conflict with strategic burning zones.

19. Changes to the CAR Informal Reserves in State forest will be reported in relation to the circumstances and conditions in clauses 17 and 18 above and included in the five-yearly reviews/report on performance.

20. CAR Informal Reserves will be managed according to the principles established in the Forest Management Plan 1994-2003 for "Managing Area of Special Significance" and "Code of Practice for Timber Harvesting in Western Australia" and timber harvesting will be excluded from all CAR Informal Reserves.

2.2. Commonwealth Land

21. CAR Informal Reserves on Commonwealth land total 12,898 hectares and are identified on Map 1.

22. The Commonwealth agrees to manage those areas of Commonwealth owned land identified in the Bindoon Training Area as CAR Informal Reserves for the protection of identified CAR values, on the following conditions:

Condition 1. That the reserve boundary encompasses only that area that actually contains the CAR values.

Condition 2. That the reserve does not exclude Defence activities that would not compromise the maintenance of the CAR values.

Condition 3. That the establishment of the reserve is based on the development of Defence management arrangements (ie Defence Environmental Management Plans) rather than any modification to existing tenures which may be detrimental to Defence's usage of the training areas.

Condition 4. That Defence is the sole approving agency for the Defence Environmental Management Plans that prescribe the management regime for the reserve. Defence will however consult with relevant State and Commonwealth agencies on the appropriateness of the management regimes.

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Condition 5. Consultation on Defence management of Defence activities in the training areas will be achieved in the consultation process with State and Local authorities in the development and review of the Environmental Management Plans for the Bindoon Training Area.

Condition 6. Public comment on changes to reserve boundary will occur except in circumstances proscribed by national defence protocols.

Condition 7. The reserve boundary will delineate the actual CAR values. Defence will establish all operational and environmental management buffer zones around the reserve based on particular land use activities that may occur adjacent to the reserves. The buffer zones will be identified in the Defence Environmental Management Plans.

23. The Department of Defence will identify this CAR Informal Reserve on Commonwealth land on operational and planning maps.

24. These CAR Informal Reserves on Commonwealth land will be included in future Environmental Management Plans (EMP) for the area. A revised EMP including this CAR Informal Reserve will be prepared with public participation, by the year 2003, subject to national security considerations.

3. Other Informal Reserves

25. The Parties note that some components of the informal reserve system in State forest are not included as CAR informal reserves.

26. The Parties note that these informal reserves provide additional protection for CAR values beyond that provided by the CAR Reserve System.

ATTACHMENT 2

PROTECTION AND MANAGEMENT OF NATIONAL ESTATE VALUES

Preamble

1. The Parties note Australian Heritage Commission expectations that:

(a) National Estate values will be protected in the regional context through a mix of reservation and/or management, noting that some values may not require protection from disturbance activities:

(i) some values will be protected primarily in reserves and there may be little opportunity to protect them outside reserves because of their sensitivity and that some disturbance may occur and in some cases occurrences of these values will be lost;

(ii) some values can be protected by management prescriptions off-reserve but not all examples will necessarily be protected;

(iii) the extent to which National Estate values can be protected off-reserve will be addressed, wherever possible, through statutory planning processes.

(b) National Estate listings will be directed towards places on public land with values which are expected to persist through the life of the RFA with or without protection.

(c) National Estate places which have no National Estate values will be delisted.

(d) National Estate Place documentation will reflect the sensitivity of values, along with level of protection or potential loss of value arising from land allocation and management decisions made under the RFA.

(e) Land will be managed lands for the purposes agreed under the RFA but where National Estate values occur outside reserves, land managers or authorities in which the land is vested, will consider to what extent, if any, those values can be protected or impacts moderated.

A. Public Land

2. The Parties endorse the findings of the Commonwealth/ Western Australian Joint Study of National Estate Values in the South-West Forest Region of Western Australia ("the Joint Study") and agree that National Estate Values exist (noting that some values are scattered within the larger mapped area) as documented in the Western Australia/Commonwealth Comprehensive Regional Assessment Report: *The Identification and Assessment of National Estate Values in the South-West Forest Region of Western Australia (1998).*

3. The Parties recognise that the extensive and systematic information and regional framework provided by the Joint Study and this Agreement provide a unique regional

context for National Estate Values in the South-West Forest Region of Western Australia.

4. The Parties agree that all National Estate Values assessed in the Joint study are adequately protected in a regional context through the combination of the CAR Reserve System and mechanisms in accordance with this Agreement, including those mechanisms listed in Table 1 of this Attachment.

5. The Parties agree that National Estate Places and Values will be managed on the basis of the following principles:

(a) Integrated regional management is the basis for effective conservation of National Estate Values;

(b) Protection decisions should be based on the extensiveness of each value within the region, taking into account its abundance, spatial and temporal distribution, spatial characteristics, variation and condition;

(c) Protection decisions should not be based on individual expressions of the value in isolation;

(d) Protection decisions should consider the sensitivity of each National Estate Value to various types of disturbance, with sensitive natural values having adequate representation in the CAR Reserve System;

(e) Management in all Public Land tenures should address the protection of National Estate Values in a regional context;

(f) Protection of National Estate Values is achieved by the CAR Reserve System and other protective mechanisms;

(g) It is productive, effective and necessary to work with the community to manage heritage values;

(h) The principles and guidelines of the Australia ICOMOS Charter on the Conservation of Places of Cultural Significance (Burra Charter) provide guidance for the protection of cultural heritage places.

6. The Parties agree that the sensitivity of National Estate Values to disturbance varies according to the nature of the value and the nature of the disturbance. The Parties agree that the combination of reservation and protection mechanisms described in Table 1 of this Attachment take account of this variation in sensitivity and provide adequate regional protection for National Estate Values.

7. The Commonwealth agrees within 6 months after completion of the delineation of the indicative CAR Reserve System at 1:25,000 to complete maps of indicative National Estate Places at a resolution of 1:100,000. Western Australia agrees to work cooperatively to assist in meeting this milestone.

8. The Parties agree that within two months of the completion of these digital maps of indicative National Estate Places to jointly accredit these maps for land management purposes.

Listings in the Register of the National Estate

9. The Parties agree to recommend to the Commission a complete set of listings on Public Land which are drawn from National Estate Values protected within the CAR

Reserve System or by other mechanisms appropriate to the value.

Complete Set of Listings

10. The Parties note that the Commission has agreed to work in cooperation with the State in delineating places for National Estate listing and that Parties and the Commission have accepted that the identification of those areas will be based on the following principles:

(a) All places having values protected within the Formal Reserve or CAR Informal Reserve elements of the CAR Reserve System will be listed;

(b) Places outside the CAR Reserve System will generally be listed subject to consultation and agreement as to practical boundaries, where:

  (i) they are protected in accordance with this agreement, including those mechanisms listed in table 1 of this attachment; or

  (ii) where it is otherwise agreed that their values are not sensitive to disturbance.

(c) Places with extensive values, sensitive to disturbance activities and outside the CAR Reserve System will not be listed;

(d) Areas of contiguous values generally will be listed as a single National Estate place;

(e) Boundaries for listing National Estate places outside the Formal Reserve element of the CAR Reserve System will be based on identified values and will follow management boundaries where practicable or, in other cases, natural topographic features and/or roads as appropriate.

11. The Parties agree and note the Commission has also agreed that only places identified by the above principles, or already listed places which retain their National Estate Values, will be listed in the Register of the National Estate.

12. The Parties agree that the identification and assessment of National Estate Values for the purposes of the CRA has been completed.

Existing Listings

Places Containing Localised Values

13. The Parties note that the Commission has agreed to update the Statements of Significance and Condition and Description Statements for all existing listings on its Register of the National Estate to incorporate the results of the Joint Study. The Parties note that the Commission has agreed:

(a) that existing Interim Listed and Registered National Estate Places will remain in the Register of the National Estate where the results of the Joint Study confirm the presence of the national estate values;

(b) to delist Interim Listed and Registered National Estate Places if they have been identified through the Joint Study to have no National Estate Value, providing that assessments of the previously documented values of the Place have been conducted in the Joint Study;

(c) that remaining Interim Listed and Registered National Estate places will have their

Statements of Significance updated with the values identified in the Joint Study and their Condition and Description Statements amended to reflect the protection and management status of the area they cover;

(d) to consider refinement of boundaries to minimise confusion or to better reflect the intent of listing, on the basis of improved data from the Joint Study;

(e) that interim listed National Estate places will be progressed towards entry in the Register in accordance with the provisions of the *Australian Heritage Commission Act 1975* (Cwth) but consistent with the intent of the four points listed above in this paragraph , as far as practicable; and

(f) for those listed places in which disturbance activities may take place the Commission will make clear in relevant public documents (place records) the management status of the area and that those areas are not within the agreed CAR Reserve System.

Places Containing Extensive Values

14. The Parties note that the Commission has agreed to update the Statements of Significance and Condition and Description Statements for all existing listings on its Register of the National Estate to incorporate the results of the Joint Study. The Parties note that the Commission has agreed:

(a) that existing National Estate Places will remain in the Register of the National Estate where the results of the Joint Study confirm the presence of the national estate values;

(b) to delist National Estate Places if they have been identified through the Joint Study to have no National Estate Value;

(c) that remaining National Estate places will have their Statements of Significance updated with the values identified in the Joint Study and their Condition and Description Statements amended to reflect the protection and management status of the area they cover;

(d) to consider refinement of boundaries to minimise confusion or to better reflect the intent of listing, on the basis of improved data from Joint Study;

(e) that interim listed National Estate will be progressed towards entry in the Register in accordance with the provisions of the *Australian Heritage Commission Act 1975* (Cwth) but consistent with the intent of the four points listed above in this paragraph, as far as practicable; and

(f) for those listed places in which disturbance activities may take place the Commission will make clear in relevant public documents (place records) the management status of the area and that those areas are not within the agreed CAR Reserve System.

Future Listings

15. The Parties note that the Commission has agreed not to initiate any further regional studies of the forest-related National Estate Values of South-West Forest Region of Western Australia.

16. The Parties note that the Commission has confirmed that, based on the Joint Study, there is no evidence to identify additional large areas with National Estate Values in the South-West Forest Region of Western Australia and that it therefore, subject to statutory provisions, will not list additional large places in the region.

17. The Parties note that the Commission has agreed that future nominations will be referred to them, and agree to work in a cooperative and timely fashion when considering whether such nominations will be recommended to the Commission for listing. As part of this process, the Parties will compare the nominations with the existing South-West Forest Region National Estate database and to consider any new research or information provided.

18. The Parties will jointly agree on any future forest-related recommendations to the Commission for listing in the forested-areas of the South-West RFA Region. The Parties note that the Commission has agreed to work cooperatively with them on the detail of any consequent listings that may arise.

Statutory Advice

19. The Parties agree that all National Estate Values and Places for which protection mechanisms are in accordance with this agreement and are listed in Table 1 to this Attachment will be considered in forest management decisions and note that the advice of the Commission will be sought in relation to proposed actions by the Commonwealth which are outside the scope of this Agreement and which might adversely affect National Estate Values in the South-West RFA Region. The Parties note that the Commission has agreed to take into account the undertakings in this Agreement in providing its advice, and will provide such advice in a regional context.

20. The Parties note that the Commission may delegate preparation of Section 30 advice with respect to areas in the South-West Forest Region covered by this Agreement to an appropriate official in a Western Australian agency. This delegation would be limited to the National Estate Places in the South-West Forest Region documented through the CRA. Alternatively, the Commission undertakes to consult Western Australia during the preparation of any Section 30 advice in these areas and to incorporate or append any comments Western Australia wishes to record.

B. Private Land

21. The Parties agree that the program to protect conservation values on Private Land, as outlined in Attachment 6, will contribute to the regional protection of National Estate Values.

22. The Parties agree the listing of places on Private Land will take place in consultation with private owners. National Estate natural heritage values on Private Land will only be listed from areas protected under any Private Land elements of the CAR Reserve System.

23. The Parties note that the Commission has agreed in relation to Private Land to do the updating for all matters as is specified in paragraph 13 and 14, above in respect of Public Land.

Table 1: Protection of National Estate values

National Estate Value	Percentage of area on Public land containing the value which is in CAR reserves			Protection mechanisms operating within and outside of the CAR reserve system
	Formal Reserve %	CAR Informal Reserve %	Total CAR Reserve %	
Aggregations of old growth forest	68	4	72	Forest Management Plan and Ministerial Conditions. Code of Practice, associated manuals and guidelines. Area management plans.
Rare and depleted old growth forest	86	5	91	Forest Management Plan and Ministerial Conditions. Code of Practice, associated manuals and guidelines. Area management plans.
Rare, threatened or restricted communities	54	4	58	Code of Practice, associated manuals and guidelines. Recovery plans, interim recovery plans, threat abatement plans. Forest Management Plan and Ministerial Conditions. Area management plans.
Representative vegetation	not available	not available	not available	Area management plan.
Natural landscapes	79	6	85	Forest Management Plan and Ministerial Conditions. Code of Practice, associated manuals and guidelines. Area management plans.
Primitive and relictual flora	90 89	5 5	95	Threatened species are protected under the *Wildlife Conservation Act 1950.* (WA) Species recovery plans, interim recovery plans, District/Region flora management plans, threat abatement plans. Threatened Flora Management System. Code of Practice, associated manuals and guidelines. Forest Management Plan and Ministerial Conditions. Area management plans.
Disjunct flora	93	3	96	Threatened species are protected under the *Wildlife Conservation Act 1950* (WA). Species recovery plans, interim recovery plans, District/Region flora management plans, threat abatement plans. Threatened Flora Management System. Code of Practice, associated manuals and guidelines. Forest Management Plan and Ministerial Conditions. Area management plans.

not the same

National Estate Value	Percentage of area on Public land containing the value which is in CAR reserves			Protection mechanisms operating within and outside of the CAR reserve system
	Formal Reserve %	CAR Informal Reserve %	Total CAR Reserve %	
Flora species at the limit of their range	n/a	n/a	n/a	Threatened species are protected under the *Wildlife Conservation Act 1950* (WA). Species recovery plans, interim recovery plans, District/Region flora management plans, threat abatement plans. Threatened Flora Management System. Code of Practice, associated manuals and guidelines. Forest Management Plan and Ministerial Conditions. Area management plans.
Refugia	81	13	94	Forest Management Plan and Ministerial Conditions. Code of Practice, associated manuals and guidelines. Area management plans.
Flora centres of endemism	84	7	91	Threatened species are protected under the *Wildlife Conservation Act 1950* (WA). Species recovery plans, interim recovery plans, District/Region flora management plans, threat abatement plans. Threatened Flora Management System. Code of Practice, associated manuals and guidelines. Forest Management Plan and Ministerial Conditions. Area management plans.
Contemporary fauna refuges	81	8	89	Threatened species are protected under the *Wildlife Conservation Act 1950* (WA). Species recovery plans, interim recovery plans, District/Region flora management plans, threat abatement plans. Fauna Distribution Information System. Code of Practice, associated manuals and guidelines. Forest Management Plan and Ministerial Conditions. Area management plans.

National Estate Value	Percentage of area on Public land containing the value which is in CAR reserves			Protection mechanisms operating within and outside of the CAR reserve system
	Formal Reserve %	CAR Informal Reserve %	Total CAR Reserve %	
Remnant vegetation	-	-	-	*Country Areas Water Supply Act 1947* (WA), *Soil and Land Conservation Act 1945* (WA), Memorandum of Understanding between the Commissioner for Soil and Land Conservation, Environmental Protection Authority, Department of Environmental Protection, Agriculture Western Australia, Department of Conservation and Land Management, Water and Rivers Commission, for the protection of remnant vegetation on private land in the agricultural region of Western Australia, Remnant Vegetation Protection Scheme, Farm Forestry Advisory Service, Land for Wildlife Scheme, the strategy outlined in Attachment 6 of this Agreement.
Important wetlands	63	3	66	Forest Management Plan and Ministerial Conditions. Code of Practice, associated manuals and guidelines. Environmental Protection Policy (South-West Agricultural Zone Wetlands). Integrated catchment management plans. Western Australia Salinity Action Plan. Wetlands conservation policy for Western Australia. District Land Care Committee projects.
Rare and threatened flora	40 (% of occurrence)	4 (% of occurrence)	44 (% of occurrence)	Threatened species are protected under the *Wildlife Conservation Act 1950* (WA). Species recovery plans, interim recovery plans, District/Region flora management plans, threat abatement plans. Threatened Flora Management System. Code of Practice, associated manuals and guidelines. Forest Management Plan and Ministerial Conditions. Area management plans.

National Estate Value	Percentage of area on Public land containing the value which is in CAR reserves			Protection mechanisms operating within and outside of the CAR reserve system
	Formal Reserve %	CAR Informal Reserve %	Total CAR Reserve %	
Rare and threatened fauna	52 (% of occurrence)	5 (% of occurrence)	57 (% of occurrence)	Threatened species are protected under the *Wildlife Conservation Act 1950* (WA). Species recovery plans, interim recovery plans, District/Region flora management plans, threat abatement plans. Fauna Distribution Information System. Code of Practice, associated manuals and guidelines. Forest Management Plan and Ministerial Conditions. Area management plans.
Fauna centres of endemism	85	6	91	Threatened species are protected under the *Wildlife Conservation Act 1950* (WA). Species recovery plans, interim recovery plans, District/Region flora management plans, threat abatement plans. Fauna Distribution Information System. Code of Practice, associated manuals and guidelines. Forest Management Plan and Ministerial Conditions. Area management plans.
Vegetation community diversity	not available 69%	not available 7%	not available 75%	Forest Management Plan and Ministerial Conditions. Area management plans.
Flora species richness	76	9	86	Threatened species are protected under the *Wildlife Conservation Act 1950* (WA). Species recovery plans, interim recovery plans, District/Region flora management plans, threat abatement plans. Threatened Flora Management System. Code of Practice, associated manuals and guidelines. Forest Management Plan and Ministerial Conditions. Area management plans.
Primitive and relictual fauna	85	6	91	Threatened species are protected under the *Wildlife Conservation Act 1950* (WA). Species recovery plans, interim recovery plans, District/Region flora management plans, threat abatement plans. Fauna Distribution Information System. Code of Practice, associated manuals and guidelines. Forest Management Plan and Ministerial Conditions. Area management plans.

National Estate Value	Percentage of area on Public land containing the value which is in CAR reserves			Protection mechanisms operating within and outside of the CAR reserve system
	Formal Reserve %	CAR Informal Reserve %	Total CAR Reserve %	
Geoheritage values	-	-	Not Available	Code of Practice, associated manuals and guidelines. Forest Management Plan and Ministerial Conditions. Area management plans.
Historic values	n/a	n/a	n/a	Area management plans.
Social values	77	1	78	Area management plans.
Aesthetic values	62	2	64	Area management plans.

ATTACHMENT 3

MILESTONES

Clause	Action	Timeline
6	The process for extending the Agreement for a further period will be agreed by the Parties as part of the fifteen year review (clause 36).	2014
27	The Parties agree to actively participate in the World Heritage assessment of the Australia-wide Eucalypt theme.	As required
34	The Parties will provide each other with an annual report detailing their achievement of the milestones for the first four years of the Agreement and then as they fall due and as part of the five-yearly reviews and report.	2000 2001 2002 2003 2004 2009 2014
34	Public annual reporting on the achievement of milestones during the first four years will be through a brief statement in the annual report of the relevant agency.	2000 2001 2002 2003
36	Towards the end of the first and third five year periods a joint Commonwealth/Western Australian review on performance against the milestones and commitments will be undertaken at the same time as the Forest Management Plan revision process, and will be completed within three months of the completion of each five-year period.	2004 2014
36	The Parties will jointly report on performance before the end of the second five year period of this Agreement.	2009
37	The mechanisms for these five-yearly review/reports will be agreed by the Parties within six months of the date of this Agreement.	November 1999
37	Complete reviews/report within three months after the completion of each five-year period.	2004 2009 2014
38	The outcomes of the five-yearly review/report will be made public.	2004 2009 2014
42, 95(b) & Attachment 5	Within 5 years of the date of this Agreement, WA will further improve its Forest Management System and processes through the development and implementation of environmental management systems.	2004

Clause	Action	Timeline
43	Western Australia will produce and publish a Forest Management Plan to implement the commitments of this Agreement.	30 June 2004
43	Western Australia agrees to commence the FMP planning process by early 2001.	Early 2001
46	Western Australia will report on the results of monitoring of sustainability indicators as a part of each five-yearly review/report on performance.	2004 2009 2014
50	Western Australia will address the improvements recommended in the Turner Report prior to the development of the next Forest Management Plan.	Prior to the development of the next FMP
50	Western Australia will have externally reviewed the sustained yield estimating process and outputs immediately before the commencement of the development of each Forest Management Plan and will incorporate improvements during the Forest Management Planning process.	2004 onwards
51 & 52	Western Australia in consultation with the Commonwealth will develop and implement an appropriate set of sustainability indicators to monitor Forest changes.	By 2004
70(b)	Western Australia will within one year from the date of this Agreement establish new formal reserves under the *Land Administration Act 1997* (WA).	By May 2000
70(c)	Western Australia will, within 6 months from the date of this Agreement, classify all proposed reserves other than those above as "Forest Conservation Zones" under Section 62 of the CALM Act. Where these areas are State forest or timber reserves; this will be the final classification; or this will be an interim classification prior to classification under the *Land Administration Act 1997* (WA).	By November 1999
70(d)	Western Australia will, within three months of the date of this Agreement, initiate the State processes for creation of new formal reserves proposed to be classified under the *Land Administration Act 1997* (WA), as specified in Attachment 1.	By August 1999
70(e)	Western Australia will introduce an amendment to the CALM Act into the Western Australian Parliament by 31 December 1999 to require the approval of both Houses of Parliament to revoke Forest Conservation Zones in State Forest which will be created under Section 62 of the CALM Act.	31 December 1999
70 (f)	Western Australia will establish the proposed new informal reserves, as identified in Attachment 1, in the next Forest Management Plan.	2004

Clause	Action	Timeline
79	The Parties will develop a Memorandum of Understanding for a joint Commonwealth-Western Forest Industry Structural Adjustment Program.	1999
87& 95(c)	Western Australia will undertake a legislation review of the CALM Act and a review of competitive neutrality applying to CALM's wood-based businesses.	1999
93	The Parties will lodge archival copies of CRA data.	By November 1999
Attachment 1, *paragraph 5 & 16*	Western Australia will finalise reserve boundaries on 1: 25,000 maps to enable gazettal.	By October 1999
Attachment 1, *paragraph 8*	WA will prepare interim management guidelines for CALM managed lands within 12 months of the date of this Agreement.	May 2000
Attachment 1, *paragraph 24*	The Commonwealth will include CAR Informal Reserves in future Environmental Management Plans (EMP) for the Bindoon Training Area. A revised EMP including this CAR Informal Reserve will be prepared with public participation, by the year 2003, subject to national security considerations.	2003
Attachment 2, *paragraph 7*	The Commonwealth will complete 1:100,000 maps of indicative National Estate Places within 6 months of completion of the CAR reserve mapping at 1:25,000 scale.	within 6 months of completion of the CAR reserve mapping at 1:25,000 scale
Attachment 2, *paragraph 8*	Parties will jointly accredit 1:25,000 Maps of Indicative National Estate.	Within 2 months of the above
Attachment 2, *paragraph 9*	The Parties will recommend to the AHC a complete set of listings on Public Land within the CAR Reserve System or by other mechanisms appropriate to the value.	within 6 months of completing the CAR reserve mapping at 1:25,000 scale
Attachment 4 *point 1*	Western Australia will review the processes for the involvement of communities in planning for cultural heritage conservation.	2002
Attachment 4 *point 2*	Western Australia will consult a peak stakeholder committee, comprising a wide range of interests, on research priorities within CALM.	1999

Clause	Action	Timeline
Attachment 4 *point 3*	Western Australia will establish scientific advisory committees to facilitate input of external advice to research projects and to aid integration of CALM's strategic research planning with research priorities of other organisations, agencies and institutions.	1999
Attachment 4 *point 4*	Western Australia will extend the use of operational planning on a periodic and integrated basis and introduce the opportunity for public examination of "look ahead" plans.	2002
Attachment 4 *point 5*	Western Australia will consider publishing medium-term fire management plans which include an outline the ecological basis for burning regimes.	2000
Attachment 5, *point 1*	Western Australia will include a commitment to the principles of ecologically sustainable forest management in the next FMP.	2004
Attachment 5, *point* 2	Western Australia will develop and publish policy related to productive capacity of former mine sites, maintenance of carbon and hydrological cycles, and natural and cultural heritage, in relevant Forest Management Systems.	2004
Attachment 5, *point 4*	Western Australia will introduce into the Western Australian Parliament amendments to the *Conservation and Land Management Act 1984* (WA) to remove the Executive Director of CALM as a member of the Lands and Forest Commission and the National Parks and Nature Conservation Authority.	By November 1999
Attachment 5, *point 5*	Western Australia will update processes to allow a more efficient consideration of social, economic and environmental implications in the development, approval and on-going audit of compliance with FMPs.	Prior to the publication of the next draft FMP
Attachment 5, *point 6*	Western Australia will revoke and replace previous ministerial conditions by conditions consistent with the terms of each new Forest Management Plan.	At the time of placement of Ministerial Conditions on future FMP.
Attachment 5, *point 7*	Western Australia will update appropriate policy documents related to Mining of forested areas in the Region to reflect a commitment to the principles of ecologically sustainable forest management.	2004
Attachment 5, *point 8*	Western Australia will review the present strategies and operations to ensure they include formal requirements for conservation or re-establishment of all forest values, including productive capacity, on former Mining sites, consistent with principles of ecologically sustainable forest management.	2004

Clause	Action	Timeline
Attachment 5, *point 9*	Western Australia will give consideration to review the CALM*fire* process at the next review of these processes, in regard to the setting of priorities for the use of prescribed fire and the weighting given to different values.	2000
Attachment 5, *point 10*	Western Australia will review the Code of Practice for Timber Harvesting in Western Australia (April 1997), Timber Harvesting in Western Australia (January 1996) with a view to making them easier for field operators and field staff to understand.	2000
Attachment 5, *point 12*	Western Australia will develop a system of pre-logging fauna assessment to be implemented by the commencement of the next FMP.	2004
Attachment 5, *point 13*	Western Australia will establish a joint CALM and Western Australian Museum committee to jointly assess priorities for collection of fauna data and to maintain a consolidated database.	1999
Attachment 5, *point 14*	Western Australia will develop a formal process to appraise and consider data requirements to support assessment of risks to biodiversity.	2000
Attachment 5, *point 15*	Western Australia will assess cultural heritage resources and develop databases and integrate the conservation of cultural heritage values into the forest management and planning process.	2000
Attachment 10, *point 1*	Western Australia will develop formal consultation processes with Aboriginal people about policy and procedures for the protection of Aboriginal heritage values on CALM-managed lands	2000
Attachment 10, *point 2*	Western Australia will consult with Aboriginal people on the establishment of mechanisms to enable more effective involvement of Aboriginal people in the protection of culturally significant sites, and the provision of training and employment opportunities.	2000
Attachment 10, *point 3*	Western Australia will protect identified Aboriginal sites in accordance with the requirements of the *Aboriginal Heritage Act 1972* (WA) and develop protocols for, and linking, the CALM geographic information system with information held by Aboriginal Affairs Department.	1999
Attachment 10, *point 4*	Western Australia will, in consultation with Aboriginal people, establish procedures and protocols, and include relevant expertise in Aboriginal heritage in CALM, to enable the early identification of Aboriginal sites and afford them relevant protection.	2000

AP

Clause	Action	Timeline
Attachment 10, *point 5*	Western Australia will introduce into Parliament, amendments to the *Wildlife Conservation Act 1950* (WA) and the CALM Act to permit Aboriginal people to undertake traditional and cultural activities on State Forest and other public lands.	2001

The milestones in this Attachment should be read in conjunction with the relevant clauses and other commitments in the Agreement.

PUBLIC REPORTING AND CONSULTATIVE MECHANISMS

Consultative mechanisms and public reporting relevant to the management of forests within the South-West Forest Region include:

Planning and Management Activity	Consultation/Reporting
Prepare or update management plans under Part V of the CALM Act	Consultation on key issues in draft plan development through workshops. Statutory consultation, including local authorities, on draft document. Periodic reporting on Plan implementation to CALM Controlling bodies.
Controlling bodies under the CALM Act	Composition of the National Parks and Nature Conservation Authority and the Lands and Forests Commission includes community representation. Annual reports prepared by the NPNCA and the LFC
Projects considered significant enough by the Environmental Protection Authority to require a form of impact assessment under the *Environmental Protection Act 1986* (WA)	Statutory comment period on draft impact statement. Publication of the EPA assessment report with its recommendations. Annual compliance reports on Ministerial Conditions produced and lodged in EPA library.
Regional forest management	National State of the Forest Report
Timber harvesting plans (long, medium and short term)	Plans available for public viewing, consultation with neighboring landholders and key stakeholders at implementation and public advised of implementation.
Reviews of the Code of Practice. "Timber Harvesting in WA"	Consultation with key stakeholders and users. Published for the public, available at cost.
Preparation and Review of Wildlife Management Programs. (*Wildlife Conservation Act 1950* (WA) & Commonwealth *Endangered Species Protection Act 1992*)	Consultation with key interest groups in preparation. Annual reports on progress available.
Gazettal of threatened species in accordance with *Wildlife Conservation Act 1950* (WA)	Recommendations to Minister via a representative Scientific Committee.
Fire management plans	Consultation with local government , bushfire brigades and landholders within the plan area. Annual and medium term fire management plans are available for public access.

pp

Planning and Management Activity	Consultation/Reporting
CALM Silvicultural codes, manuals & guidelines	Available to the public on request.
Annual Reports for State Government agencies prepared under the *Financial Administration And Audit Act 1985* (WA)	Public reporting on finances, activities and Performance Indicators for program objectives.
State of the Environment Reporting by EPA	Draft document available for comment.
Broad scale feral animal control	Public notifications through press, radio and signs. Public reporting of performance indicators for the project. Articles in press.
Development of sites for recreation	Local consultation through advisory committees, tourist bureaux, local signs, display of development plans etc.
Listing of Places in the Register of the National Estate	Public notification of listing through newspapers.
Water Supply Planning	Regional water resource plans produced in draft form for public comment.

IMPROVEMENTS TO CONSULTATIVE MECHANISMS

In addition to improvements to consultation mechanisms in Attachments 5, 6 and 10, the State intends to further develop its consultative mechanisms applying to the South-West Forest Region by:

1. Reviewing the processes for the involvement of communities in planning for cultural heritage conservation by 2002.

2. Consulting a peak stakeholder committee, comprising a wide range of interests, on research priorities within CALM by 1999.

3. Establishing scientific advisory committees to facilitate input of external advice to research projects and to aid integration of CALM's strategic research planning with research priorities of other organisations, agencies and institutions by 1999.

4. Extending the use of operational planning on a periodic and integrated basis and introducing the opportunity for public examination of "look ahead" plans by 2002.

5. Considering publishing medium-term fire management plans which include an outline of the ecological basis for burning regimes by 2000.

ATTACHMENT 5

IMPROVEMENTS TO WESTERN AUSTRALIA'S FOREST MANAGEMENT SYSTEMS ON PUBLIC LAND

The State agrees to further develop its Forest Management Systems applying to the South-West Forest Region across agencies and land tenures by:

1. Including a commitment in Forest Management Plans to the following nationally agreed principles of ecologically sustainable forest management:
   (a) planning and management of forests should maintain the suite of forest values for present and future generations:
      - maintain and enhance long-term multiple socio-economic benefits to meet the needs of societies;
      - protect and maintain biological diversity;
      - protect and maintain natural and cultural heritage;
      - maintain the productive capacity and sustainability of forest ecosystems;
      - maintain forest ecosystem health and vitality;
      - protect soil and water resources;
      - maintain forests' contribution to global carbon cycles; and
   (b) planning and management of forests should be guided by the precautionary principle;
2. Developing and publishing policy related to productive capacity of former mine sites, maintenance of carbon and hydrological cycles, and natural and cultural heritage, in relevant Forest Management Systems;
3. Introducing into the Western Australian Parliament a revised/new Wildlife Conservation Act and, then reviewing nature conservation strategies, taking into account the recommendations of the Independent Expert Advisory Group;
4. Introducing into the Western Australian Parliament within six months of the signing of this Agreement amendments to the *Conservation and Land Management Act 1984* to remove the Executive Director of CALM as a member of the Lands and Forest Commission and the National Parks and Nature Conservation Authority;
5. Updating processes, including those related to EP Act and the CALM Act, to allow a more efficient process for the consideration of social, economic and environmental implications in the development, approval and on-going audit of compliance with Forest Management Plans. The review process will be undertaken prior to the publication of the next draft Forest Management Plan;
6. Where previous ministerial conditions have been imposed under the EP Act, these conditions and references applying to any previous Forest Management Plan will be revoked and replaced by conditions consistent with the terms of each new Forest Management Plan;
7. Updating appropriate policy documents related to Mining of forested areas in the South-West Forest Region so that they reflect a commitment to the principles of ecologically sustainable forest management;

8. Reviewing the present strategies and operations to ensure they include formal requirements for conservation or re-establishment of forest values, including productive capacity, on former Mining sites, consistent with principles of ecologically sustainable forest management;

9. At the next review of the CALM*fire* process for setting priorities for the use of prescribed fire, reviewing and if necessary changing the weighting given to different values based on the principles of ESFM and current knowledge of the response and resilience to fire of ecosystems in the South-West Forest Region;

10. Reviewing the Code of Practice for Timber Harvesting in Western Australia (April 1997) and the Manual of Timber Harvesting in Western Australia (January 1996) with a view to making them easier for field operators and field staff to understand;

11. Releasing, where appropriate, draft policy statements for public comment prior to finalisation;

12. Developing a system of pre-logging fauna assessment (i) to predict fauna occurrence in each forest block, and (ii) document the known habitat requirements of threatened and sensitive fauna to be implemented by the commencement of the next Forest Management Plan;

13. Establishing a joint CALM and Western Australian Museum committee to jointly assess priorities for collection of fauna data and to maintain a consolidated database;

14. Developing a formal process to appraise and consider data requirements to support assessment of risks to biodiversity in accordance with agreed funding arrangements;

15. Assess cultural heritage resources through appropriate and cost effective surveys and develop databases and integrate the conservation of cultural heritage values into the forest management and planning process through training and more explicit processes and guidelines in accordance with agreed funding arrangements.

The Parties note that the Forest Management Systems could be further improved by the following actions, but that implementation is subject to the availability of adequate financial resources and to the State's other legislative and policy commitments. The actions would be to:

16. In addition to current (about two yearly) internal reviews, implementing periodic (about five yearly) external review of the Code of Practice for Timber Harvesting in Western Australia;

17. Implementing processes for the formal involvement of CALM Regional and District staff in setting priorities for research and development, and in planning the implementation of research results in forest management;

18. Defining water quality more explicitly in the relevant Codes of Practice at the next review of these documents;

19. Reviewing skill requirements, staff training, and the contracting of external services to facilitate timely access to the range of skills needed to implement ESFM;

20. Investigate a cross-agency cultural and natural heritage research program;

21. Implementing a regional-level forest health surveillance system (including private forests) to provide early warning of potential pest disease and weed problems, develop an associated action plan, and undertake risk analyses for likely incursions or outbreaks;

22. Completing and using soil and landform assessment methods, and developing guidelines for using this information in planning in the southern forests;

23. Collating and maintaining a database on forest soils (including soil nutrients) and carbon, using data from researchers within and outside CALM;

24. Developing mechanisms in consultation with harvesting operators for fostering research and development in harvesting techniques and promoting the transfer of new technology;

25. Furthering the development of CALM's social and economic research program.

ATTACHMENT 6

PROTECTION AND MANAGEMENT OF FORESTS ON PRIVATE LAND

Forest Management System for Private Forests In Western Australia

The parties note that the existing management system in Western Australia contributes to the protection of CAR and environmental values and encourages private forestry on private land through five (5) instruments and mechanisms.

1. Clearing of native vegetation on private land

Clearing of native vegetation on private land is regulated under two Western Australian Acts, *the Country Areas Water Supply Act 1947* and the *Soil and Land Conservation Act 1945*. Provisions of the *Environmental Protection Act 1986* and *Wildlife Conservation Act 1950* also apply.

For the purposes of the *Country Areas Water Supply Act 1947* (WA) clearing of native vegetation on private land is controlled on catchments that are contained in Schedule 2 of the Act.

For the purposes of the *Soil and Land Conservation Act 1945 (WA)* a Notice of Intent is assessed by Agriculture WA, and under mechanisms established in the *Memorandum of Understanding between the Commissioner for Soil and Land Conservation, Environmental Protection Authority, Department of Environmental Protection, Agriculture Western Australia, Department of Conservation and Land Management, Water and Rivers Commission, for the protection of remnant vegetation on private land in the agricultural region of Western Australia*, is referred, as appropriate, to:

- the Department of Conservation and Land Management (CALM) to assess the impact of the proposed disturbance on Declared Rare Flora and Declared Rare Fauna under the *Wildlife Conservation Act 1950* (WA) and to provide advice on general nature conservation issues such as the opportunity to maintain corridors of remnant vegetation and buffers around conservation reserves;

- the Department of Environmental Protection to advise on the impact of the proposal on the environment;

- the Water and Rivers Commission where a separate License to Clear is required in catchments contained in Schedule 2 of the *Country Areas Water Supply Act 1947 (WA)*; and

- the Environmental Protection Authority, if their assessment is required.

2. *Timber Harvesting on Private Land*

(a) Native Forests

In catchments contained in Schedule 2 of the *Country Areas Water Supply Act 1947* (WA), the Water and Rivers Commission, require the preparation of a Forest Management Plan applying to timber harvesting operations in these areas.

Provisions of the *Wildlife Conservation Act 1950* (WA) apply to timber harvesting operations on private lands.

(b) Plantations

Clearing of native vegetation for plantation establishment is regulated through the Memorandum of Understanding.

An association of private forest growers (Australian Forest Growers) encourages private forest growers to apply the Code of Practice for Timber Plantations on private lands.

3. *Remnant Vegetation Protection Scheme*

This scheme protects CAR values; including flora, fauna, wetlands and soils; through assistance for fencing of remnant vegetation on private land. Landholders enter into a contract deed with the Commissioner of Soil and Land Conservation to set aside the land for the protection and management of the remnant native vegetation for a minimum period of thirty years. A memorial is placed on the land title to advise future owners that they must preserve the area of fenced vegetation.

4. *Farm Forestry Advisory Service*

The Department of Conservation and Land Management (CALM) and Agriculture WA jointly operate a Farm Forestry Advisory Service which provides information on the management and restoration, growth and yield, commercial, and environmental aspects of native forests and plantations on private property. The contribution of the Department of Conservation and Land Management in this area is in accordance with strategies contained in the Forest Management Plan 1994-2003.

5. *Land for Wildlife Scheme*

Through this scheme, the Department of Conservation and Land Management (CALM) encourages landholders to make a personal commitment to provide habitat for wildlife on their property. On-site advice that is provided includes: integrating wildlife habitat with other land uses; management of remnant vegetation and fauna; and the ecological role and requirements of native flora and fauna.

Strategy for Improving Ecologically Sustainable Forest Management on Private Land

Western Australia will seek to ensure that ecologically sustainable forest management of native vegetation on private land is managed through:

- encouraging industry to implement the Codes of Practice on a voluntary basis on Private Land;
- continuing to improve the efficiency and effectiveness of instruments and mechanisms for promoting ecologically sustainable forest management of remnant native vegetation on private land;
- publishing a brochure or information sheet for landowners that briefly describes the Forest Management System for private land. This document will encompass both native forests and plantations and the points of contact for the various mechanisms and instruments.

Principles for the Protection of CAR Values on Private Land

The strategy to protect CAR values in the CAR Reserve System on Private Land will be implemented in accordance with the following principles:

- Participation by private landowners will be voluntary.

- The CAR values will, wherever possible, be secured in perpetuity.

- Implementation of the program will be the responsibility of the State.

- Valuations of land offered for inclusion in the CAR Reserve System will be conducted by the State Valuer Generals Office.

- Private landowners will be afforded the opportunity of playing an active role in the formulation of management plans.

The key objective of the strategy is to seek to increase the level of protection for forest ecosystems where achievement of the JANIS targets is not possible on Public Land. These ecosystems are:

- Bullich and Yate;
- Darling Scarp;
- Jarrah Rates Tingle;
- Jarrah Red Tingle;
- Karri Rates Tingle.

In addition, the strategy seeks to increase the protection of other CAR values on private land.

The elements of the strategy are:

- Areas with CAR values identified on Private Land may be included in the CAR Reserve System and their protection can be secured through a variety of approaches, including Agreements to Reserve with the Commissioner for Soil and Land Conservation, management agreements with Government agencies, voluntary covenants and voluntary sale. Where land is offered for inclusion, assistance with covenants and management issues will be provided by the State through the appropriate scheme.

- Where landowners offer land for contribution to the CAR reserve system, assessment under this strategy will include the contribution that land may make to meeting JANIS targets for forest ecosystems which cannot be met on Public Land.

- The Parties will consider any request for funding to purchase land or develop management plans for land that has been identified as worthy of inclusion in the CAR reserve system and for which the landowners agreement has been obtained.

ATTACHMENT 7

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

Criterion 1: Conservation of biological diversity

- Ecosystem diversity
- Species diversity
- Genetic diversity

Criterion 2: Maintenance of productive capacity of forest ecosystems

Criterion 3: Maintenance of ecosystem health and vitality

Criterion 4: Conservation of soil and water resources

Criterion 5: Maintenance of forest contribution to global carbon cycles

Criterion 6: Maintenance and enhancement of long term multiple socio-economic benefits to meet the needs of societies

- Production and consumption
- Recreation and tourism
- Investment in the forest sector
- Cultural, social and spiritual needs and values
- Employment and community needs

Criterion 7: Legal, institutional and economic framework for forest conservation and sustainable management

ATTACHMENT 8

THREATENED FLORA AND FAUNA

Current Status of Threatened Flora and Fauna

Western Australian flora and fauna may be listed as threatened under the Western Australian *Wildlife Conservation Act 1950* (WA), and/or the Commonwealth *Endangered Species Protection Act 1992* (Cwth). These listings are generally consistent, with the exception of taxa which may be regarded as threatened within the State, but which are not threatened nationally, or where more recent amendments to the State listing are in the process of being nominated as amendments to the national listings. The RFA process looked at threatened flora and fauna in the RFA region which were on the State and Commonwealth lists.

The Schedules to the *Endangered Species Protection Act 1992* (Cwth), dated 12 January 1998, list the taxa according to their threat status. In March 1998, the Western Australian Threatened Species Scientific Committee reassessed the threat status of all State listed threatened flora and fauna taxa against World Conservation Union (IUCN) criteria. Listed taxa occurring within the RFA region are presented in the tables below with their identified 1998 Western Australian and Commonwealth threat status.

The following tables set out the current status of recovery or management planning and implementation for these taxa. Note, under CALM's *Policy Statement No. 50: Setting Priorities for the Conservation of Western Australia's Threatened Flora and Fauna*, taxa identified as being Critically Endangered are to have a Recovery or Interim Recovery Plan prepared, with conservation action to commence within one year. Other taxa may have plans prepared and actions undertaken in priority order as resources permit.

Under the RFA process for Western Australia, conservation statements were prepared for those flora taxa that CALM ranked below Critically Endangered (and hence have a lesser priority for the preparation of Recovery Plans or Interim Recovery Plans) and which were dependent on the management of populations and maintenance of habitat within the RFA region for their conservation.

A: Threatened fauna

A total of twelve threatened fauna taxa, which occur (or which have occurred) within the RFA region have been declared to be specially protected fauna under the *Wildlife Conservation Act 1950* (WA), or listed in the Schedules to the *Endangered Species Protection Act 1992* (Cwth) as at 12 January 1998. This includes one taxon that is thought to be extinct (Lewin's Water Rail).

In addition to the taxon-specific planning reported below, *Western Shield* (CALM's broad-scale wildlife recovery program) operates over CALM managed lands throughout the RFA region and supports the recovery of each of these taxa.

Taxon	Common Name	1998 Western Australian Threat Status	1998 Commonwealth *Endangered Species Protection Act* Status #
Taxa with Recovery Plan published and being implemented			
Dasyurus geoffroii	Chuditch	Vulnerable	Endangered
Geocrinia alba	White-bellied Frog	Endangered	Endangered
Geocrinia vitellina	Yellow-bellied Frog	Vulnerable	Vulnerable
Myrmecobius fasciatus	Numbat	Vulnerable	Endangered
Taxa with Interim Recovery Plan drafted, recovery actions started			
Pseudocheirus occidentalis	Western Ringtail Possum	Vulnerable	Vulnerable
Taxa with National Recovery Plan drafted			
Leipoa ocellata	Malleefowl	Vulnerable	Vulnerable
Taxa with Recovery Plan to be researched and prepared			
Spicospina flammocaerulea	Sunset Frog	Vulnerable	-
Taxa with specific recovery actions identified			
Botaurus poiciloptilus	Australasian Bittern	Vulnerable	-
Setonix brachyurus	Quokka	Vulnerable	-
Taxa with threat status under review			
Calyptorhynchus baudinii	Baudin's Cockatoo	Vulnerable	-
Taxa with distribution principally outside RFA, research program undertaken			
Phascogale calura	Red-tailed Phascogale	Endangered	Endangered
Taxa requiring no further action			
Rallus pectoralis clelandi	Lewin's Water Rail	Presumed Extinct	Presumed Extinct

#Note: the Commonwealth Endangered category also includes taxa listed by WA and the IUCN as Critically Endangered.

B: Threatened Flora

A total of 57 threatened flora taxa either declared rare under the *Wildlife Conservation Act 1950* (WA) were listed in the Schedules to the *Endangered Species Protection Act 1992* (Cwth) as at 12 January 1998, have (or are believed to have had) populations within the RFA region of Western Australia. One of these species (*Frankenia conferta*) is presumed extinct, but was potentially recorded from the RFA region. A further threatened species, *Eucalyptus graniticola*, has also been included in the table below as it was incorrectly omitted from the Schedules to the *Endangered Species Protection Act 1992* (Cwth).

In addition to the species-specific recovery planning for threatened flora, a regional management program has been published for CALM's Swan Region (comprising one program for the Perth metropolitan area, and one for the surrounding part of the region). An operational management team is in place, that is coordinating research, management and recovery actions for all threatened flora in that region. Regional management programs are also being prepared for threatened flora in CALM's Central and Southern Forest Regions. These programs will form the basis for coordinated management and recovery of threatened flora in those regions.

Taxon	**1998 Western Australian Threat Status**	**1998 Commonwealth *Endangered Species Protection Act* Status #**
Taxa with Interim Recovery Plan published and being implemented		
Caladenia winfieldii ms	Critically Endangered	Endangered
Taxa with Interim Recovery Plan drafted, recovery actions started		
Caladenia bryceana subsp. *bryceana*	Critically Endangered	Endangered
Caladenia busselliana ms	Critically Endangered	Endangered
Caladenia viridescens ms	Critically Endangered	Endangered
Sphenotoma drummondii	Critically Endangered	Endangered
Thelymitra dedmaniarum (manginiorum ms*)*	Endangered	Endangered
Verticordia fimbrilepis subsp. *fimbrilepis*	Critically Endangered	Endangered
Taxa with Interim Recovery Plan in preparation		
Drakaea confluens ms	Critically	Vulnerable

Taxon	1998 Western Australian Threat Status	1998 Commonwealth *Endangered Species Protection Act* Status #
	Endangered	
Rulingia sp. Trigwell Bridge	Critically Endangered	Endangered
Verticordia plumosa var. *ananeotes*	Critically Endangered	Vulnerable
Taxa with Regional Rare Flora Management Program published or in preparation		
Acacia anomala *	Vulnerable	Vulnerable
Acacia aphylla *	Vulnerable	Vulnerable
Anigozanthos humilis subsp. *chrysanthus*	Vulnerable	Vulnerable
Anthocercis gracilis *	Vulnerable	Vulnerable
Asterolasia nivea *	Vulnerable	Vulnerable
Banksia goodii	Vulnerable	Vulnerable
Banksia verticillata *	Vulnerable	Vulnerable
Brachysema modestum *	Vulnerable	Vulnerable
Caladenia christineae ms *	Vulnerable	Vulnerable
Caladenia dorrienii *	Endangered	Endangered
Caladenia excelsa ms *	Endangered	Vulnerable
Caladenia harringtoniae ms *	Vulnerable	Vulnerable
Caladenia huegelii	Endangered	Vulnerable
Centrolepis caespitosa	Endangered	Vulnerable
Chamelaucium roycei ms *	Vulnerable	Vulnerable
Corybas limpidus *	Vulnerable	Vulnerable
Darwinia acerosa *	Endangered	Endangered
Darwinia apiculata *	Endangered	Vulnerable
Darwinia ferricola ms*	Endangered	Vulnerable
Diuris drummondii	Vulnerable	Vulnerable
Diuris micrantha	Vulnerable	Vulnerable
Drakaea elastica	Endangered	Vulnerable
Drakaea micrantha ms	Vulnerable	Vulnerable

Taxon	1998 Western Australian Threat Status	1998 Commonwealth *Endangered Species Protection Act* Status #
Dryandra mimica *	Endangered	Endangered
Dryandra nivea subsp. *uliginosa*	Endangered	Endangered
Eucalyptus graniticola ms**	Endangered	-
Grevillea flexuosa *	Vulnerable	Vulnerable
Kennedia glabrata *	Vulnerable	Vulnerable
Kennedia macrophylla *	Endangered	Vulnerable
Lambertia orbifolia *	Endangered	Vulnerable
Laxmannia jamesii *	Vulnerable	Vulnerable
Lechenaultia laricina *	Endangered	Vulnerable
Lechenaultia pulvinaris *	Endangered	Vulnerable
Meziella trifida *	Vulnerable	Vulnerable
Microtis globula *	Vulnerable	Vulnerable
Pimelea rara *	Vulnerable	Vulnerable
Pultenaea pauciflora *	Vulnerable	Vulnerable
Restio chaunocoleus *	Vulnerable	Vulnerable
Spirogardnera rubescens *	Endangered	Endangered
Tetraria australiensis *	Vulnerable	Vulnerable
Thelymitra stellata *	Endangered	Vulnerable
Verticordia fimbrilepis subsp. *australis* *	Endangered	Vulnerable
Taxa removed from the Western Australian list, and recommended for removal from the Schedules to the *Endangered Species Protection Act*		
Aponogeton hexatepalus	-	Vulnerable
Asterolasia grandiflora *	-	Vulnerable
Eucalyptus goniantha subsp. *goniantha*	-	Vulnerable
Hydrocotyle lemnoides	-	Vulnerable
Schoenus natans	-	Vulnerable

Taxa requiring no further action		
Frankenia conferta	Presumed Extinct	Presumed Extinct

the Commonwealth Endangered category also includes taxa listed by WA and the IUCN as Critically Endangered.

* Taxa marked with an asterisk have a specific Conservation Statement prepared for them.

** *Eucalyptus graniticola* ms is included despite not being listed in the Schedules to the *Endangered Species Protection Act 1992* (Cwth) as its omission from the 12 January 1998 Schedules was in error. The taxon had an Interim Recovery Plan initiated before being re-ranked to Endangered. A 'summary of findings' has been prepared to guide recovery.

ATTACHMENT 9

PURPOSE, OBJECTIVES AND TENURE OF RELEVANT WESTERN AUSTRALIAN LAND CATEGORIES IN THE SOUTH-WEST FOREST REGION

The Department of Conservation and Land Management is responsible for managing a range of land categories specified in section 5 of the *Conservation and Land Management Act 1984* (Cwth). Freehold land held by the Executive Director of CALM and cited in section 1 of the CALM Act, is included in the paper as a CALM land category even though this land category is dealt with only partially by the CALM Act.

There are areas of unallocated Crown land (also referred to as vacant Crown land), which are managed by CALM as if it had been reserved for a purpose such as State Forest. Conversion of some of these areas to State Forest or Conservation Reserves was recommended in the Forest Management Plan 1994-2003 and have been further considered in the context of the RFA.

This paper uses the abbreviation LAA for the *Land Administration Act 1997* (WA).

Land in the South-West Forest Region is subject to the *Mining Act 1978* (WA), the *Petroleum Act 1967* (WA), the *Petroleum Pipeline Act 1969* (WA) and Government Agreements.

STATE FOREST

Purpose	Management Objectives	Tenure
State Forest	The management objectives for indigenous State Forest shall include one or more of the following purposes: • conservation; • recreation; • timber production on a Sustained Yield basis; • water catchment protection; or • other purpose being a purpose prescribed by the regulations e.g. beekeeping, commercial wildflower picking. Purposes for a State Forest specified in a management plan for that forest need to be published in the Government Gazette. Management of State Forest or timber reserves planted with exotic species is to achieve the optimum yield in production consistent with the satisfaction of long-term social and economic needs. No single State Forest is exclusively planted with exotic species.	State Forest (irrespective of whether it is indigenous or planted with exotic species) has the same security of purpose and tenure afforded to class A reserves under the Land Administration Act 1997 (LAA) (WA). Under section 9 of the CALM Act, the purpose and area of State Forest can only be amended or abolished with the approval of both Houses of Parliament.
Section 62 Forest Conservation Zones	Land classifications under section 62 of the CALM Act need to be in conformity with an existing management plan, or where there is no plan, the management objectives of land under section 56. The objectives for areas of State Forest classified	Part V "Management of Land", section 62 of the CALM Act allows the Minister for the Environment to classify CALM-managed land for a particular management purpose, including conservation. Section 62 applies only to land and

Purpose	Management Objectives	Tenure
	under section 62 of the CALM Act as Forest Conservation Zones will prohibit timber production. Section 62 classifications also need to be published in the Western Australian Government Gazette.	water vested in CALM's controlling bodies.

TIMBER RESERVES

Timber reserves managed by CALM were largely created under section 25 of the *Forests Act 1918* and only a few timber reserves have been created under section 10 of the CALM Act. Additionally, some timber reserves created under the *Land Act 1933* were subsequently vested in the Lands and Forest Commission (LFC) to cause them to become CALM Act timber reserves. All of the references to timber reserves in his paper relate to those vested in the Lands and Forest Commission and subject to the CALM Act.

Purpose	Management Objectives	Tenure
The term "timber reserve" is generally used but some wider purpose descriptions involving reference to timber can occur.	The management objectives for indigenous timber reserves and timber reserves planted with exotic species are identical to those for State Forest. There is no requirement for the management plan purposes for timber reserves to be specified in a Gazette notice.	Timber reserves created under the *Forests Act 1918* or the CALM Act can be cancelled by the Governor on the recommendation of the Minister for the Environment in accord with section 10(1)(b) of the CALM Act. Any timber reserves created under the *Land Act 1933* and vested in the LFC need to be dealt with in accordance with the LAA with cancellation of Class A reserves needing to be tabled in Parliament.

NATIONAL PARKS

Purpose	Management Objectives	Tenure
The national parks reserves created prior to the CALM Act did not always have the word "national park" in their reserve purpose, e.g. "protection and preservation of caves and flora and for health and pleasure resort". These reserves were vested in the various management bodies and were regarded as national parks. Often reserves with the words "national park" in their purpose had other purposes included e.g. "national park and water". When the CALM Act came into operation in March 1985, all national parks created had the words "national park" in their reserve purpose. Many also had dual purposes with "national park and water" being the most common.	National parks are to: • fulfil the demand for recreation which is consistent with conservation of natural values; • maintain and restore the natural environment; • protect indigenous flora and fauna; and • preserve features of archaeological, historic or scientific interest (including Aboriginal heritage sites).	Under the *Land Administration Act 1997* (WA) no national park reserve can be cancelled without the approval of both Houses of Parliament, in accordance with the provisions of Part 4 of that Act . An area may be excised for a road if the proposal is laid before each House of Parliament. The proposal can be disallowed by Parliament. Up to one hectare can be excised for a public utility service by the Minister for Lands with the consent of the Minister for the Environment. Most national parks were created as reserves under the *Land Act 1933* No national parks have been created under the LAA to date.

CONSERVATION PARKS

Purpose	Management Objectives	Tenure
Conservation parks are a CALM land category created by the *CALM Act 1984*. All have the words "conservation park" in their reserve purpose and five reserves also include reference to *the Alumina Refinery Agreement Act 1961* in their purpose e.g. Dale Conservation Park, Lane Poole Reserve.	Conservation parks have the same management objectives as national parks. They are managed identically to national parks.	As per national parks. All conservation parks to date have been created as reserves under the *Land Act 1933*.

NATURE RESERVES

Purpose	Management Objectives	Tenure
Nature reserves created since the CALM Act came into operation have the purpose "conservation of flora and fauna". Purposes for nature reserves created prior to the CALM Act include "conservation of flora and fauna", "conservation of flora", "conservation of fauna", with some using terms such as "protection" instead of "conservation". Nature reserves with a dual purpose of "conservation of flora and fauna and water" are moderately common.	Nature reserves are to: • maintain and restore the natural environment; • protect, care for and promote the study of indigenous flora and fauna; and • preserve any feature of archaeological, historic or scientific interest, including Aboriginal heritage sites. Fulfillment of a demand for recreation is not a management objective for nature reserves. Passive enjoyment, appreciation and study of natural values is allowable on nature reserves.	Class A nature reserves have the same security of purpose and tenure under the LAA as national parks and conservation parks. Nature reserves which are not class A can be cancelled or amended by the Minister for Lands.

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SECTION 5(g) AND 5(h) RESERVES

The above reserves can be regarded as "other land" to which the CALM Act applies. Section 5(g) reserves were created under the *Land Act 1933* and section 5(h) reserves are those which will be created under the LAA. Section 5(g) lands need to be vested in either the Lands and Forests Commission or the National Parks and Nature Conservation Authority, with the bulk being vested in the NPNCA. Section 5(h) reserves (when created) will be placed in the care, control and management of the NPNCA or LFC.

Some section 5(g) reserves are transitional land categories and will be created as another CALM land category when constraints such as prospective Mining are removed or resolved.

Purpose	Management Objectives	Tenure
No set purpose applies but "recreation or conservation" is a purpose applied to several section 5(g) reserves.	The objectives are written for each reserve depending on their purpose e.g. promotion of recreation and conservation of natural values.	Will depend on the reserve's classification under the LAA. Proposals to cancel a class A reserve, to change the purpose, to reclassify it from class A, to excise an area for a road or to excise an area greater than one hectare, need to be tabled in Parliament by the Minister for Lands. Such proposals can be disallowed by Parliament. Reserves which are not class A can be cancelled or amended by the Minister for Lands.

GOVERNMENT OWNED FREEHOLD LAND

WATER AND RIVERS COMMISSION LAND

The Water and Rivers Commission holds or has an interest in many parcels of land within the RFA area, in a variety of different ways. Five distinct types of interest are outlined below.

1. Land held under freehold title

The Commission holds freehold title to many parcels of land acquired from private ownership, mainly for source development and catchment management purposes.

Purpose	Management Objectives	Tenure
No formal purpose is required for freehold land	Most of the Commissions freehold land parcels in the RFA study area are managed with an underlying water quality and quantity protection objective. However, in particular cases they may be managed with other (compatible) objectives in mind. For example, many farming properties were purchased as a means of settling claims for compensation, under the *Country Areas Water Supply Act 1947*. Cleared parts of the land parcels purchased have been reforested with commercial and non-commercial eucalypt species. Commercial harvesting of these areas is carried out so long as the salinity restoration or protection objective is not threatened. Other land parcels have assets, such as excavated or concrete tanks, or diversion works on them.	The Commission can sell freehold land. Alternatively, the Commission can agree that its freehold land be brought back into the Crown Estate. A range of former Government water agencies acquired the land. Each operated under different legislation. Land was allocated to the Commission at the time of its establishment under Section 193 of the *Water Agencies Restructure (Transitional and Consequential Provisions) Act 1995* and the associated Transfer Order.

2. *Land Act Reserves for which the Commission has management responsibility*

Many crown reserves, originally established under the *Land Act 1933*, became the responsibility of the Commission when it was established in 1996, under the Transfer Order associated with the *Water Agencies Restructure (Transitional and Consequential Provisions) Act 1995*. 'Management orders' for each of these reserves are progressively being issued to the Commission under the *Land Administration Act 1997*. These reserves have a variety of 'purposes' relating to water. In some cases individual reserves are managed on behalf of the Commission by the Water Corporation or CALM.

Purpose	Management Objectives	Tenure
Various (listed clearly as 'water' or less clearly as a water related purpose).	Most of the larger of the Commission's Land Act reserves within the RFA area cover major active water supply catchments. Many of the other reserves are relatively small (less than 50 ha) and were established for purposes such as 'water for travelers and stock' and 'railway water supply', but are no longer used for such purposes. Other water related values have also been identified, such as in-situ environmental value, Aboriginal significance, historical association, recreational water use etc. In such cases the reserves are being managed to protect these newly recognised uses and values.	Changes to tenure (vesting) or purpose is subject to a formal review process administered by DOLA. The Commission may agree to changes in certain instances that maintain and enhance conservation values, provided they are not incompatible with identified water related uses and values.

3. *Areas remaining Vacant Crown Land*

Some areas have remained vacant crown land as a stream salinity control protection measure. In the late 1970s the Government placed an embargo on the further alienation of land in the southwest as a means of limiting agricultural development and reducing future stream salinity increases. The embargo covered much of the RFA area and has resulted in some unvested vacant crown land.

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Purpose	Management Objectives	Tenure
Vacant Crown Land (VCL) has no formally assigned purpose. As a result of the embargo however, much of the remaining VCL can be considered to have the purpose of 'water quality protection'.	The objective of the W&RC in regard to this land is to maintain its water quality protection function	Changes to tenure (vesting) or purpose is subject to a formal review process administered by DOLA.

4. *Catchment Reserves under the Land Act 1933 coincident with areas of State Forest*

Reserves in this category have legal status under the original *Land Act 1933* and the associated *Land Administration Act 1997* and legal status under the CALM Act as State Forest.

Purpose	Management Objectives	Tenure
Land Act purpose is 'water supply catchment area' Note the State Forest purposes also apply.	To ensure the continued protection of the catchment and the maintenance of water supply quality.	Changes to tenure (vesting) or purpose is subject to a formal review process administered by DOLA.

5. *Areas declared under the three main water supply acts*

All developed and a number of potential water supply catchments within the RFA study area have been declared under the *Rights in Water and Irrigation Act 1914*, the *Country Areas Water Supply Act 1947* or the *Metropolitan Water Supply Sewerage and Drainage Act 1909*. These acts give the Commission the power to control access to water within the gazetted catchment boundaries. They also enable the Commission to establish by-laws to control land management practices that may affect water quality. The gazetted catchment areas overlay the land tenure categories discussed above.

AP

FREEHOLD LAND HELD BY THE EXECUTIVE DIRECTOR OF CALM

Freehold land purchased by the then Forests Department and to a much lesser extent by CALM is held by the Executive Director of CALM and is used for a variety of purposes.

Purpose	Management Objectives	Tenure
No formal purpose is required with freehold.	Will depend on the use to which the land is put. Much of the freehold land is specified in section 131 of the CALM Act as previously held by the Conservator of Forests. Predominantly this land has been used to grow exotic tree species, largely pine. Whilst not bound by any management objectives in the CALM Act, CALM manages the plantation freehold land for the optimum yield in production similar to the State Forest and timber reserves planted with exotic species. The enforcement processes of the CALM Act can be applied to section 131 land and for the purposes of the Forest Management Regulations 1933, section 131 is treated as if it were State Forest.	Section 131 freehold land can be sold if surplus to CALM's requirements.

ATTACHMENT 10

ABORIGINAL HERITAGE AND CONSULTATION

Within the South-West Forest Region:

1. The State will develop formal consultation processes with Aboriginal people about policy and procedures for the protection of Aboriginal heritage values on CALM-managed lands.

2. The State will consult with Aboriginal people on:
   - the establishment of mechanisms to enable more effective involvement of Aboriginal people in the protection of culturally significant sites; and
   - the provision of training and employment opportunities.

3. The State will protect identified Aboriginal sites in accordance with the requirements of the *Aboriginal Heritage Act 1972* (WA) and develop protocols for, and linking, the CALM geographic information system with information held by Aboriginal Affairs Department.

4. In consultation with the Aboriginal Affairs Department and Aboriginal people, CALM will establish procedures and protocols, and include relevant expertise in Aboriginal heritage in CALM, to enable the early identification of Aboriginal sites as defined in the *Aboriginal Heritage Act 1972* (WA) and afford them the protection that is provided through that Act.

5. The State will introduce into Parliament, amendments to the *Wildlife Conservation Act 1950* (WA) and the CALM Act to permit Aboriginal people to undertake traditional and cultural activities including hunting, gathering and ceremonies on State Forest and other public lands.

6. The State, in consultation with Aboriginal people, will ensure Aboriginal heritage values, especially those associated with protected old-growth forests, are recognised and managed in culturally appropriate ways.

7. CALM will facilitate the access to and use of CALM-managed forests by Noongars for culturally important activities.

8. CALM will facilitate cross cultural awareness and interpretive activities to inform and educate the wider community about Noongar values and links to the South-West Forest Region.

9. The State recognises that the Commonwealth *Native Title Act 1993* protects native title rights and interests and will comply with the provisions of the Act.

10. CALM field activities will be monitored in relation to protection of Aboriginal sites.

ATTACHMENT 11

PRIORITY AREAS OF RESEARCH

The following priority areas of research have been developed on a State-wide basis. Some of these priorities may not apply to the South-West Forest Region during the life of this Agreement.

1. Description and documentation of biological diversity:

   - Establish a resource centre for taxonomic, conservation and economic information on flora and, in collaboration with other institutes, fauna.

   - Develop and co-ordinate the inventory of systematic, geographic and habitat data concerning biota and ecosystems.

2. Protection and conservation of biodiversity:

   - Continue to identify species and communities with high conservation significance.

   - Understand the processes determining the structure and stability of terrestrial and aquatic biological communities and their resilience to change.

   - Determine the impact of threatening processes on the structure and function of communities and devise management practices to ameliorate these processes.

   - Develop the scientific basis for the conservation and rehabilitation of integrated landscape systems.

   - Develop the protocols required for the conservation of threatened and other priority conservation taxa.

3. Sustainable utilisation of natural resources:

   - Provide the scientific basis for the ecologically sustainable utilisation of native forest and other natural resources.

   - Develop appropriate forest fire regimes to protect life and property and to maintain biodiversity.

   - Develop appropriate insect and disease management systems for forests.

4. Development of tree crops as integral, multiple purpose components of sustainable land management systems:

   - Develop systems that optimise the productivity and survival of tree crops.

ATTACHMENT 12

WESTERN AUSTRALIA REGIONAL FOREST AGREEMENT,

RFA DATA ACCESS AGREEMENT

1. DEFINITIONS

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

CALM	Department of Conservation and Land Management, Western Australia.
AGSO	The Australian Geological Survey Organisation
EA	Environment Australia
DOLA	Department of Land Administration, Western Australia.
DME	Department of Minerals and Energy, Western Australia
Party	In this Attachment, means a reference to the Parties to the Western Australian RFA being the Crown in right of Western Australia and the Crown in right of the Commonwealth of Australia or both as the case may be.
Source Data	Data which are not obtainable from other assembled data sets or derivable by combining other data sets.
Derived Data	Data generated or derived from the Source Data and used for the purposes of RFA assessments (as determined by the WA RFA Joint Steering Committee). It also includes Data required to meet Commonwealth statutory obligations under the *Australian Heritage Commission Act 1975*; the *Endangered Species Protection Act 1992*; *World Heritage Properties Conservation Act 1983*; *Environmental Protection (Impact of Proposals) Act 1974* and the *Export Control Act 1982*.
Metadata	Data consisting of descriptions or specifications of Source Data or Derived Data.
Archived Data	Source Data and Derived Data used directly to develop the RFA, (and including the relevant accompanying Metadata for the Data), which are stored in a Data Archive.
Data Owner	The Owner of a data set is the originator of the data set, and the creator and assembler of the original intellectual content of that data set.

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Data Custodian	The agency or position responsible for maintaining (including updating) the intellectual content of a data set. The custodian is responsible for the quality of the data set and for its physical maintenance.
Solely Owned Data	Data which is owned in its entirety by a single Data Owner, and to which there are no other Contributors.
Data Provider	An individual or organisation which provides Data under this Agreement.
Data Contributor (in relation to a specified data set)	An agency which has provided resources which have been used either in adding to the intellectual content of a data set used in developing the RFA, or in the conversion of the data set into a form suitable for use in developing the RFA. A data contributor will be classified as substantial or moderate.
Substantial Contributor (in relation to a specified data set)	An agency which has made a substantial contribution to the total funding or intellectual content of a data set used in developing the RFA.
Moderate Contributor (in relation to a specified data set)	An agency which has made a moderate contribution to the total funding or intellectual content of a data set used in developing the RFA.
Data Licensing Agreement	An agreement granting a licence for access to certain Data by the Data Owner to the other Party in accordance with the specified terms and conditions of the agreement, such agreement being to the form set out in Schedule 2 to this Attachment.
Licensed Data	Data Licensed for use by a Party pursuant to a Data Licensing Agreement.
Data	All reports, images, spatial and aspatial data used in developing the RFA.
Sensitive Data	Data of which the release by the owner would impair the owners ability to fulfill its statutory obligations.
Restricted Data	Data or components of a dataset to which access is restricted due to its sensitivity.

2. DATA ACCESS CATEGORIES

Access constraints will apply based on the contribution of a party to the funding or the intellectual content of a data theme. Data will be divided into three classes solely owned, substantially contributory and moderate contributory data.

Conditions of Access to Data

The following are the standard conditions that may be imposed by a Data Owner on access to Data

- that the form of the Data can only be reproduced for a specific purpose;
- the Data theme itself shall not without prior written approval be made public or disclosed to any other agency or person (with appropriate exceptions being made by the data owner);
- the right to access the Data is non-exclusive and non-transferable;
- the right to reproduce and access shall terminate by a date specified in the data licence agreement;
- that all copies of the Data must be returned and/or deleted or destroyed on the expiration or termination of the access period;
- that the user shall ensure that all of their employees and agents and sub-contractors are aware of and comply with the above conditions;
- that the user shall keep the Data Owner indemnified against any loss, damage or legal liability which may arise in respect of a breach of any of the above conditions;
- that all identified restrictions that have been placed on the use of the Data theme by a Data Owner or a Data Provider will be complied with;
- on the signing of the Regional Forest Agreement each Party will delete all copies of Solely Owned Data that it does not own, as well as geocoded data classified as Sensitive that it does not own, unless otherwise agreed to in writing by the respective Data Owners.

2.1 Solely Owned Data

Solely Owned Data will be made available only for the purposes of the RFA and controlled by a Data Licensing Agreement covering the use of the data. It may also be made available for other purposes at the discretion of the owner and controlled by a Data Licensing Agreement covering the use of the data.

Where Solely Owned Data is required by the other Party to meet RFA obligations, the transfer of Solely Owned Data will be governed by a Data Licence Agreement in the form set out in Schedule 2 of this Attachment.

Access to these Data will, where appropriate, be granted subject to compliance with the confidentiality and copyright restrictions required by the Data Owner. Data which are Solely Owned Data but have become Licensed Data may be supplied to a third party only with the prior written permission of the Data Owner

(and where relevant the Data Provider) and where the third party has entered into and executed a written license agreement with the Data Owner for use of that Solely Owned Data.

Data classified as sensitive shall only be provided at the discretion of the owner in a format which removes any sensitive components.

2.2 Substantial Contributor

A Substantial Contributor shall have full unlimited access to that data set as used in the development of the RFA where the data is substantially funded by that contributor, subject to all funding specified in any project proposals relating to that data being paid in full. This includes the rights to use the data for non RFA purposes, without seeking permission from the owner. The contributor shall be responsible for archiving that data set according to conditions specified in Section 3.1 of this attachment.

Access to and any use of Substantial Contributory Data by a third party will be subject to that party entering into a Data Licence Agreement with the data owner and shall be in accordance with the terms and conditions set out in the Data Licence Agreement.

Each Party will advise the other Party in writing of all Data access and/or use by third parties for regulatory purposes.

Data classified as sensitive shall only be provided at the discretion of the owner in a format which removes any sensitive components.

2.3 Moderate Contributor

A Moderate Contributor to a specified data set will be provided with a copy of that data set as used in the development of the RFA. The data will only be made available, provided that notice is first given and the opportunity is given for the custodian to provide guidance on the use of the data. Its availability will be subject to the signing of a Data Licence Agreement

Access and Use:

Moderate contributory data:

- for RFA purposes;
- for fulfilling statutory obligations;
- for purposes associated with provision of advice to State and Commonwealth Ministers.

Access to this data by third parties will be subject to a written request detailing the purpose of use to the data owner, on approval the user will enter into a Data License Agreement. The licensee of the data is required to recognise and comply with existing restrictions which govern the use and transfer of the data.

Data classified as sensitive shall only be provided at the discretion of the owner in a format which removes any sensitive components.

2.4 New Data

Where the collection, preparation, or enhancement of Data is jointly funded by the Parties for the development, implementation, monitoring, or reporting of this Regional Forest Agreement details of custodianship, management, maintenance, access and use will be agreed on a case by case basis.

2.5 Versions and Upgrades.

The Data used to develop the Regional Forest Agreement will be exchanged within 6 months of the commencement of the Regional Forest Agreement. If an Upgraded Version is required and developed for RFA Purposes the access principles will be determined on a case by case basis.

Upon receipt of an Upgraded Version of any Data, each Data Owner will ensure that all previous versions of that Data are replaced with the Upgraded Version and that the data set name and Metadata of the Upgraded Version clearly identify its upgraded status.

3. ADMINISTRATION

3.1 Data Archival

Content:

- A copy of all agreed derived Data used for RFA Purposes will, where permitted by the Data Providers, be securely archived by the Data Custodian of that Data. Listing and archiving of that Data is to be completed within 6 months of the commencement of the Regional Forest Agreement.
- The Data Archive must be designed to ensure access to Data for monitoring purposes in accordance with clause 22 of the Scoping Agreement for the WA RFA. Access to the Data Archive will be consistent with the principles contained in this Attachment and as further agreed between the Data Owner and any relevant Data Custodian.

Management and maintenance:

- A copy of the Substantially Contributory Data will be archived and lodged by both Parties. Data Archives will be managed by each Party at secure locations.
- All other Data used in establishing the Regional Forest Agreement will be archived by the Data Custodian.
- All archiving of Data will be carried out according to agreed standard archival procedures which must provide for appropriate security for, and for continuing recoverability of, the Data.

Access and Use:

- Archived Data will not be accessible to any third parties.
- Archived Data, which is Sole Owned Data, will be accessible for RFA purposes. For other purposes it will not be accessible to a party without prior agreement in writing of the Data Owner.

3.2 Documentation of Data

Metadata:

- The Australia New Zealand Land Information Council ("ANZLIC") metadata standards ("Metadata Standards") will be used to describe all Data used to develop the Regional Forest Agreement for the South-West Forest Region of Western Australia.
- The Metadata Standards are those set out in the ANZLIC Guidelines: Core Metadata Elements, Version 1, Prepared for the Australian New Zealand Land Group by the ANZLIC Working Group on Metadata, July 1996.
- Metadata must include a statement of scale and an attribute list including descriptions of the Data to which it relates.
- Metadata for a given Data is the responsibility of the Data Owner or its appointed Data Custodian for that Data and will be freely exchanged to both Parties in electronic form.

Schedules:

Copies of the Schedule to this Attachment will be jointly monitored by the Parties and will be modified in writing from time to time as required to reflect all changes in Data status and custodianship. Any modifications shall be as agreed between the Parties.

Schedule 1 to Attachment 12:

Output Data and Ownership Status from the WA CRA/RFA

Data Title	Description	Type of Data	Attributes	Level of Federal Contrib-ution	Level of WA Contrib-tion	Custodian
TENURE DATA						
Tenure	TENPIN: Gazetted tenure data derived from a combination of CALM managed lands and NORM files supplied by DOLA for non CALM managed lands inside the RFA region.	Polygon	T1 - 1st tenure T2 - 2nd tenure T3 - 3rd tenure T4 - 4th tenure Crown - crown land Pin – Pin number Tenure_cat - tenure code Tenure - tenure code Tencat - tenure codes Ten_class - description Following attributes relate to Commonwealth owned lands Comtxt Pinno - pin number Pitype - pin type Reg - Parsname - parcel name Parno - parcel number		Solely Owned Data	CALM

Data Title	Description	Type of Data	Attributes	Level of Federal Contrib-ution	Level of WA Contrib-tion	Custodian
Reserve Status	RSTATUS: The theme is derived by CALM Forest Management Branch from existing and proposed tenure, stream buffers, travel routes and diverse ecotypes. The proposed formal reserves are as per the "Forest Management Plan 1994-2003" approved by parliament.	Grid	CODES - reserve codes DESCRIPTION - description of reservation classes		Solely Owned Data	CALM
Linear Reserves	ACRDEF; Linear Reserves accredited during the DFA	Grid	Code		Solely Owned Data	CALM
Bibblemun Track	BIBTRACK: Historic Travel Route	Grid	Code		Solely Owned Data	CALM
Regional Parks	REG_PK: Regional Parks boundaries	Grid	Park_name Park_title FMIS_code		Solely Owned Data	CALM
BIODIVERSITY DATA						
Forest Ecosystems	FORECO_V2: The theme is derived with jarrah forest described by sub region and karri forest by its main zones of occurrence. The occurrence of native species has been updated with detail of mining, clearing and utilities such as power lines and conveyor belts.	Grid	Codes - Forest Codes Descriptions	Moderate	Substantial	CALM

Data Title	Description	Type of Data	Attributes	Level of Federal Contrib-ution	Level of WA Contrib-tion	Custodian
Old Growth	OLDGROW_V4: The theme identifies the old-growth component of each ecosystem. Old growth jarrah and wandoo is described as dieback-free and either virgin or minimally disturbed, while old-growth karri is both virgin and either mature or senescent.	Grid	Codes Descriptions	Moderate	Substantial	CALM
Old Growth – Mixed Karri growth stages	Attributed digital coverage showing the stand development stages for mixed karri forest type including areal extent of each development stage (Establishment, Juvenile, Immature, Mature and Senescent).	Grid	Cohort Age	Substantial	Substantial	CALM
Minimally disturbed Jarrah Forest	Minimally disturbed Jarrah forest identified after field inspection of potential areas identified by overlay of disturbance layers		Code	Moderate	Substantial	CALM
Old Growth – Logging History	Decades of logging for removal of saw logs	Vector	Dec10-Dec80	Moderate	Substantial	CALM
Historical Fire Frequency	Database of Recent and pre-European fire frequency (including growth rates of grass trees, temporal and spatial attributes).			Substantial	Substantial	CALM
Soils Maps	Soils of South-West WA	Polygon	Code	Substantial	Substantial	AGWA
Vegetation Complexes	Pre 1750: Aggregations of soils landform and species site data to derive 1:50.000 veg maps using the method for System 6.	Polygon	Code	Substantial	Substantial	CALM

Data Title	Description	Type of Data	Attributes	Level of Federal Contrib-ution	Level of WA Contrib-tion	Custodian
WABIOTA (Banksia Atlas) (Restricted Access)			Species Geocode (Restricted) Soil type Rainfall zone Region strategy Date of last fire Flowering/fruiting Phytophthora cinnamoni susceptibility		Solely Owned Data	CALM
WABIOTA (Remainder) (Restricted Access)			Species Geocode (Restricted) Soil type Rainfall zone Region strategy Date of last fire Flowering/fruiting Phytophthora cinnamoni susceptibility	Substantial Custodians will provide guidance on any use of the data	Substantial	CALM
Flora Distribution Models	Modelled Flora distributions	Grid	Likelihood of occurrence	Substantial	Substantial	CALM - Herbarium
Priority Fauna	Point locations for approximately 50 priority fauna species generated by the WA museum. Data is arranged into the following groups as separate coverages. Arachnid; birds; crustacia; fish; frogs; mammals; molluscs; reptiles	Points	Site no Longitude Latitude Precision Year Month Day Survey Effort Species no Abundance Institution Family Taxon Record no	Moderate	Substantial	WA Museum
Fauna Distribution Models	Modelled Fauna distributions	Grid	Likelihood of occurrence	Substantial	Moderate	WA Museum
RESOURCE DATA						
Significance for sustained timber yield	TIMBVALU: Qualitative classification of timber value based on significance for sustained yield.	Grid	Code		Solely Owned Data	CALM

Data Title	Description	Type of Data	Attributes	Level of Federal Contrib-ution	Level of WA Contrib-tion	Custodian
Mineral potential	WAWCOM: Weighted mineral composite	Polygon	Grid code	To be discussed	To be discussed	AGSO/ DME
Mining Tenements	TENALL.SHP: Mining Tenements	Polygon	Tenid Tengroup Tenstatus Holder1 Holder2 Holder3 Holder4 Holder5		Solely Owned Data	DME
Mining resources (Restricted Access)	RESLPY.SHP & BAUX18D.SHP: Published demonstrated mineral resources.	Polygon	Site_code Commodity Project Proj_code Site Type Stage Stat Latitude Longitude Easting Northing Accruacy Gp_site Tract Bauxite_po Certainty	To be discussed	To be discussed	AGSO/ DME
State Agreement Act Areas	Areas covered by State Agreement Acts	Polygon			Solely Owned Data	DME
CONTEXTUAL DATA						
Forest Blocks	FORBLK: Forest Block boundaries used by CALM for management purposes	Polygon	Block Name		Solely Owned Data	CALM
Compartments	HWDBLK: Compartment boundaries within Block boundaries used for management purposes	Polygon	Block code Compartment no Reg Code Region Block Name District		Solely Owned Data	CALM

Data Title	Description	Type of Data	Attributes	Level of Federal Contrib-ution	Level of WA Contrib-tion	Custodian
Remnant vegetation on Private Land	WDY25FIN: Remnant vegetation on Private land derived from satellite data and thresholded by area greater than 25 ha.	Polygon	Grid Code 'o' in or out	Substantial	Moderate	CALM
Catchment Boundaries	Coverage showing 1st and 2nd order catchment boundaries derived from hydrological data.	Polygon			Solely Owned Data	CALM
Climate Grids	This database contains climate grids for the land continent of Australia based on 27 bioclimatic parameters. The grids were based on the Auslig 250 m DEM using ANUCLIM software at the Centre for Resource and Environmental Studies at the ANU.	Grid	Temperature Precipitation Radiation	Solely Owned Data		EA
Digital Elevation Model	Derived from DOLA 1:25,000 spot height, Data was interpolated in FMIS to derive a grid size of 140 m2	Grid	Height	Solely Owned Data		~~EA~~ CALM.
Landsat TM - Image Mosaic (1996)	Rectified and Calibrated Mosaic of 4 Landsat TM images covering the South-West Forest Region	Image	Not Applicable	Solely Owned Data		EA
Landsat TM - Multitemporal image mosaic.	Rectified and Calibrated multitemporal mosaic using Band 5 from 1990, 1994 and 1996.	Image	Not Applicable	Solely Owned Data		EA
Landsat TM - Image Mosaic (1998)	Rectified and Calibrated Mosaic of 4 Landsat TM images covering the South-West Forest Region	Image	Not Applicable	Solely Owned Data		EA
Landsat TM - Multitemporal Image Mosaic.	Rectified and Calibrated multitemporal mosaic using Band 5 from 1994, 1996 and 1998.	Image	Not Applicable	Solely Owned Data		EA

Data Title	Description	Type of Data	Attributes	Level of Federal Contrib-ution	Level of WA Contrib-tion	Custodian
Major Hydrology	DAP_HYDMAJ: Major rivers and streams.	Line	Lgds_layer Ldgs_type Lgds_level Lgds_ggno Lgds_class Lgds_props Lgds_color Lgds_style Lgds_weight Lgds_text Lgds_font Lgds_lpxid Lgds_cpxtype Lgds_offset		Solely Owned Data	CALM
Minor Hydrology	DAP_HYDMIN: Minor rivers and streams	Line	Lgds_layer Ldgs_type Lgds_level Lgds_ggno Lgds_class Lgds_props Lgds_color Lgds_style Lgds_weight Lgds_text Lgds_font Lgds_lpxid Lgds_cpxtype Lgds_offset		Solely Owned Data	CALM
Sealed Roads	DAP_SEALED: Sealed Roads	Line	Lgds_layer Ldgs_type Lgds_level Lgds_ggno Lgds_class Lgds_props Lgds_color Lgds_style Lgds_weight Lgds_text Lgds_font Lgds_lpxid Lgds_cpxtype Lgds_offset		Solely Owned Data	CALM

Data Title	Description	Type of Data	Attributes	Level of Federal Contrib-ution	Level of WA Contrib-tion	Custodian
Unsealed Roads	DAP_UNSEALED	Line	Lgds_layer Ldgs_type Lgds_level Lgds_ggno Lgds_class Lgds_props Lgds_color Lgds_style Lgds_weight Lgds_text Lgds_font Lgds_lpxid Lgds_cpxtype Lgds_offset		Solely Owned Data	CALM
Tracks	DAP_TRACKS	Line	Lgds_layer Ldgs_type Lgds_level Lgds_ggno Lgds_class Lgds_props Lgds_color Lgds_style Lgds_weight Lgds_text Lgds_font Lgds_lpxid Lgds_cpxtype Lgds_offset		Solely Owned Data	CALM
Towns	TWNS_MJ: Major cities and towns	Point	Longitude Latitude Name		Solely Owned Data	CALM
WILDERNESS AND WILD RIVERS						
Biophysical Naturalness	The theme identifies biophysical naturalness from disturbance over time.	Grid	Code 0-5	Moderate	Substantial	CALM
Wilderness Quality	Includes four wilderness indicators derived from Commonwealth NWI software based on Commonwealth and State data.	Grid	- BN (above - Apparent naturalness - Remoteness from settlement - Remoteness from access - Composite wilderness ranking.	Substantial	Substantial	EA CALM

Data Title	Description	Type of Data	Attributes	Level of Federal Contrib-ution	Level of WA Contrib-tion	Custodian
INDICATIVE NATIONAL ESTATE - NATURAL						
Disjunct Flora	FLRA-DIS:	Polygon	Inside	Substantial	Substantial	EA
Endemic flora	FLRA-END:	Polygon	Inside	Substantial	Substantial	EA
Flora richness	FLRA-RCH:	Polygon	Inside	Substantial	Substantial	EA
Flora relictual	FNA-REL:	Polygon	Inside	Substantial	Substantial	EA
Fauna endemics	FNA-END:	Point	Grid-code	Substantial	Substantial	EA
Fauna refugia	FNA-REF:	Point	Prescence	Substantial	Substantial	EA
Gazetted fauna	GAZ-FNA:	Point	Grid-code FMIS	Substantial	Substantial	EA
Natural Landscapes	INATLAND	Polygon	Inside	Substantial	Substantial	EA
Wetlands	NI-WTLND:	Line	Name Wetland_id	Substantial	Substantial	EA
Old-growth Aggregated	OLDG-AGG:	Polygon	Inside	Substantial	Substantial	EA
Old-growth rare	OLDG-RAR:	Polygon	Inside	Substantial	Substantial	EA
Refugia	REFUGIA:	Polygon	Inside	Substantial	Substantial	EA
Vegetation communities ó rare and restricted	RR-VCOMS:	Polygon	Inside	Substantial	Substantial	EA
Vegetation richness	VEG-RICH:	Polygon	Inside	Substantial	Substantial	EA
Declared Rare flora	DRF:	Point	Spname Domname1 Domname2 Domname3 Taxonid Consvcode Lat Long Vest Purp1 Purp2 Pupid-1 Pupid-2	Substantial	Substantial	EA
INDICATIVE NATIONAL ESTATE - CULTURAL						
Aesthetics	AES_LNA: AES_PLYA: AES_PNTA:	- line - polygon - point		Substantial	Substantial	EA
Indigenous	INDIG_LNA: INDIG_PLYA: INDIG_PNTA:	- line - polygon - point		Solely Owned Data		EA
Social	SOC_LNA: SOC_PLYA: INDIG_PNTA:	- line - polygon - point		Substantial	Moderate	EA

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Schedule 2 to Attachment 12

DATA EXCHANGE AGREEMENT FOR THE USE OF DIGITAL INFORMATION ACQUIRED FROM THE <insert name of Party> FOR NON-COMMERCIAL PURPOSES

In this Agreement, the definitions contained in clause 1, of Attachment 12 of the Western Australia Regional Forest Agreement, apply.

THIS NON-EXCLUSIVE AGREEMENT (the Agreement) is made the ..... day of ..... 199...

BETWEEN

<insert name of Data Custodian> on behalf of the
<insert name of Licensing Party>
(the Data Custodian, hereinafter called the Licensor)

AND

<insert name of Party or third party>

(the requesting agency or organisation, hereinafter called the Licensee)

having its office situated at **<insert address>**

REGARDING THE SUPPLIED WORK OR INFORMATION:

.....

WHEREAS:

a) The <insert name of Licensing Party> / (name of Corporate Body) is the owner of the copyright of certain information or works (as described in Item 2 of the Schedule hereafter Information or Works) held in digital form on its behalf by the Licensor mentioned above.

b) The Licensee wishes to use the information or works for the purposes set out in Item 3 of the Schedule attached.

IT IS HEREBY AGREED as follows:

1. In consideration of the License fee set out in Item 7 of the Schedule hereto, the Licensor grants to the Licensee a non-exclusive and non-transferable License to use the Information or Works for the purposes and in the manner set out in Item 3 of the Schedule hereto.

2. The Licensee acquires only the right to use the specified Information or Works on

the terms and conditions set out in this Data Exchange Agreement whilst this Agreement is in effect and does not acquire any rights of ownership in the Information or Works.

3. Copyright in the Information or Works shall at all times remain the property of the <insert name of Licensing Party>.

4. The Licensee acknowledges that it shall use the Information or Works at its own risk and agrees that neither the Licensor nor any employee or agent of the Licensor shall be liable for any loss or damage occasioned to the Licensee by provision of the Information or Works under this Agreement or use of them by the Licensee.

5. The Information or Works is supplied only for the purposes as defined in Item 3 of the Schedule. The copying, exchange, sale or release of the Information or Works (in part or whole, or other derived forms or hardcopy versions) for third party use must not be undertaken without the prior agreement in writing from the Licensor.

6. The Licensee may make sufficient copies of the Information or Works as required for security and archival purposes.

7. The Licensee agrees to accept the Information or Works according to the specific conditions as set out in Item 6 of the Schedule.

8. The Licensor will not be responsible for the maintenance of the Information or Works as supplied, except if specified in Item 6 of the Schedule.

9. The Licensee acknowledges that the Information or Works is supplied according to performance criteria and in the format as described in Items 4 and 5 respectively of the Schedule. No warranties or undertakings, express or implied, statutory or otherwise, as to the condition, quality or fitness for the Licensee is purposes are provided with this Information or Works. It is the responsibility of the Licensee to ensure that the Information or Works supplied meets its own individual requirements.

10. The Licensee shall ensure that all products developed from or incorporating the supplied information, works or part thereof, bears an acknowledgment that the <insert name of Licensing Party> is the owner of the copyright of that Information or Works, and the Licensor is the source of the supplied Information or Works.

11. Where this License so allows, and if any products derived from Information or Works provided through this Agreement are to be released for external purposes, the Licensor shall be given adequate opportunity (prior to their release) to evaluate the results to ensure the interpretation is consistent with the Information or Works as described in Items 4 and 5 of the Schedule.

12. All stamp duties and governmental charges arising out of or incidental to this Agreement shall be the responsibility of and payable by the Licensee.

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13. The fee as described in Item 7 of the Schedule shall be paid to the Chief Executive Officer / Accountable Officer at the time of the Information or Works being released unless other payment methods are mutually agreed.

TERM AND TERMINATION:

14. The termination date of this Agreement is that set out in Item 8 of the Schedule, unless prior to that date:

(a) either party gives to the other one months notice in writing of termination;

(b) the licensee is wound up, or has a liquidator, receiver or manager or receiver and manager appointed;

(c) either party fails to comply with or observe any of the provisions of this Agreement and where that failure is capable of remedy fails to remedy the failure within 14 days of notice specifying the failure and requiring it to be remedied.

15. Upon termination of this Agreement, the Licensee shall delete and expunge from its systems and records and any other systems and records over which it exercises control, and return to the Licensor all copies of the Information or Works in its control except any required to be kept by the Licensee by force of statute.

INDEMNITY:

16. The Licensee agrees to indemnify the <insert name of Licensing Party>, the Licensor, and its officers and employees in respect of all claims and consequences for loss, damage or injury suffered by the Licensee or any other person or corporation resulting from the use by the Licensee or any other person or corporation of the information, works or any part thereof, or of Derived Data products produced from the Information or Works.

GOVERNING LAW:

17. This Agreement shall be read and construed according to the Laws of the State of Western Australia and the Parties submit to the jurisdiction of that State.

DISPUTES:

18. Disputes between the Parties shall be submitted to arbitration pursuant to the provisions of the *Commercial Arbitration Act 1985*.

NOTICES:

19.

(1) All notices shall be in writing and shall be given by:

(a) delivering it to the address of the party on a business day during normal business hours;

(b) sending it to the address of the party by pre-paid post; or

(c) sending it by telex or facsimile transmission to the telex or facsimile number of the party and on the next business day giving it by either (a) or (b) above.

(2) The address, telex and facsimile numbers referred to in clause 19(1) are:

.....

(3) A notice shall be deemed to be given and received:

(a) if given in accordance with clause 19(1)(a) on the next business day after the day of delivery;

(b) if given in accordance with clause 19(1)(b) five clear business days after the day of posting;

(c) if given in accordance with clause 19(1)(c) on the next business day after transmission.

SCHEDULE to Data Exchange Agreement

ITEM 1 LICENSEE NAME

<insert Licensee name>

ITEM 2 DESCRIPTION OF INFORMATION/WORKS

.....

.....

.....

ITEM 3 PURPOSE OF USE OF INFORMATION/WORKS

eg: For the purposes of the Regional Forest Agreement (RFA), to meet statutory obligations and for other Commonwealth purposes with the guidance of the Data Custodian.

ITEM 4 PERFORMANCE CRITERIA OF SUPPLIED INFORMATION/WORKS (include details regarding quality of information/works eg. source, currency, verification, accuracy)

eg. Information about data quality is to be provided as part of the metadata accompanying the data set.

ITEM 5 FORMAT OF INFORMATION/WORKS

.....

.....

ITEM 6 SPECIFIC CONDITIONS OF SUPPLY (include details of any restriction on supply, extended Agreement dated, additional maintenance etc)

eg. Rights of ownership in this data are exercised by <insert Data Owner> on behalf of the <insert Commonwealth or State>. It is made available for the purposes of RFA, to meet statutory obligations and for other <insert either Commonwealth or State> purposes with the guidance of the Data Custodian.

ITEM 7 FEE (In words and figures)

N/A where licensed to a Party .

ITEM 8 TERMINATION DATE

<insert termination date>

IN WITNESS WHEREOF, this Agreement has been executed by the Parties

The Common Seal of the CHIEF EXECUTIVE OFFICER OF

.....

was affixed to this Agreement by

Signed .....

(Chief Executive Officer /Accountable Officer /Minister as Licensor)

on behalf of the <insert name of Licensing Party>

in the presence of

....

(Witness) (Witness)

Date ..... Date .....

SIGNED by the Chief Executive officer / Accountable Officer / Minister / Premier

.....

on behalf of:

<insert name of Licensee>

AFFIX COMMON SEAL IF CORPORATE BODY

IN THE PRESENCE OF:

..... Date .....

ATTACHMENT 13

KEY PRINCIPLES OF AN ENVIRONMENTAL MANAGEMENT SYSTEM

An environmental management system should be consistent with the following broad principles.

Principles

a) An appropriate environmental policy should be in place.

b) The environmental aspects arising from the organisation's past, existing or planned activities, products or services should be identified to determine the environmental impacts of significance.

c) Relevant legislative and regulatory requirements should be identified.

d) Priorities should be identified and appropriate environmental objectives and targets set.

e) A structure and program(s) to implement the policy and achieve objectives and targets should be established.

f) Planning, control, monitoring, corrective action, auditing and review activities should be facilitated to ensure both that the policy is complied with and that the environmental management system remains appropriate.

g) The system should be capable of adapting to changing circumstances.

FOREST EMPLOYMENT AND INDUSTRIES DEVELOPMENT STRATEGY

Both parties agree to a framework of government actions under the Agreement to facilitate enhanced employment and industry development, based on secure access to forests.

As part of a general Employment and Industries Development strategy, the parties agree to support a range of specific and generic employment and industry development proposals for the following forest-based industry sectors:

- wood and wood products industry;
- tourism and regional development;
- minerals industry;
- other industries that depend on access to forests.

Implementation
The Parties agree to contribute in appropriate ways to the implementation of the actions within this Strategy

The Parties agree to support the Strategy by providing funding as set out in Clause 98 of the Agreement.

The Parties agree that any additional contributions will be obtained through existing industry development and other relevant programs. Encouragement will be provided for Western Australian applications for assistance under these programs, directed to actions included in this Strategy.

Wood and wood products industry
The Parties acknowledge that there may be some sub-regions within the RFA area which may require special assistance measures to ensure that development opportunities are fully achieved. Accordingly, the Parties agree to jointly consider, on a case by case basis, the provision of assistance for sawmilling and related value adding and manufacturing redevelopments to address specific sub-regional impacts and opportunities which may arise as a result of the RFA.

In addition, the Parties will jointly facilitate measures to ensure the maintenance and enhancement of employment opportunities. These measures will also contribute to the viability of forest-dependent communities.

The Parties agree to develop a Memorandum of Understanding for a joint Commonwealth - Western Australian Forest Industry Structural Adjustment Program (WA FISAP) which will establish the respective roles and responsibilities of the two governments in administering and implementing the general and specific undertakings of the Program.

The Parties agree that the following measures should be given priority in implementing the WA FISAP:

- provision of grants and low-interest loans to assist the wood and wood products industry retool, redevelop and to install new processing and manufacturing systems to achieve best practice and international competitiveness;
- provision of business exit assistance;
- provision of labour adjustment (training and relocation) assistance;
- production of a strategic plan for the further development of the timber industry;
- promotion of the sustainability of Western Australian wood products in domestic and international markets;
- development of an internationally recognised certification program for Western Australia's forest products industries to assist in achieving best practice and highest value added market value;
- investigation of alternative uses for lower grade and residue jarrah, including activated carbon;
- support for the establishment of marketing, processing, design and other related manufacturing networks between existing and emerging forest industry participants;
- consideration of special support measures for small industry operators to more effectively process, market and export timber products. This could include an assessment of the commercial feasibility for the provision of a community infrastructure for small sawmillers;
- research and development into techniques and technology to increase value adding for karri and marri timbers, including kiln drying, gluing and finishing;
- assistance to modify sawing technology and skills to enhance recovery rates and utilisation for whole bole logging;
- support for pre-feasibility and feasibility studies for forest based industry projects which have strategic significance and economic potential for the state and the nation;
- the continued implementation of silvicultural programs and reforestation works to provide employment opportunities and improve the productive capacity of State forests; and
- improve access to on-site skills training and assessment.

The Parties also agree to the following additional research, development and marketing activities aimed at increasing value adding and the international competitiveness of the Western Australian wood and wood products industry. Parties agree to consult each other in the development of future research projects that may affect the Agreement and to make publicly available, wherever possible, relevant research reports. Activities could include:

- promotion of the Wood and Paper Industry Strategy and other programs, to facilitate skills development in enterprises and workplaces, including the furniture and wood craft sectors.

- support for wider dissemination of up to date information on sustainability and issues dealing with forest management practices;
- support for an industry wide collection centre for information on research, development and processing techniques for Western Australian forest products;
- support for CALM Timber Technology (CTT) as a provider of Best Practice Research and Development, demonstration, technology transfers, industry training and information dissemination;
- additional support for continued implementation of *Plantations for Australia: The 2020 Vision* in the Western Australian context; and encouragement of the development of value added processing opportunities including high grade veneer, plywood, LVL, overlay, multiple layered flooring, particleboard, MDF, furniture, solid flooring, glulam, panelling, docking and mouldings;
- assistance for the development of an Australian/International marketing data base for native hardwood, regrowth hardwood, plantation hardwoods and plantation softwood, markets, products and processes; and
- research into the development of new suitable and sustainable markets for regrowth native hardwoods and hardwood plantation timbers.

Tourism and Regional Development

The Parties are committed to supporting regional, including nature-based, tourism development and will do so through a range of initiatives including:

- development of tourism infrastructure to provide enhanced recreation, tourism and regional employment opportunities;
- identification and development of sites in forests which may have potential for commercial investment in providing facilities and services for visitors including campsites in areas such as the lower Warren valley, lower Blackwood valley, the Donnelly Valley, Mt Frankland and Big Brook Dam;
- establishment of potential tourist drives, in the Nannup and Pemberton areas, and support for the development and promotion of forest related self drive tourist routes;
- purchase of private land at Wellington Dam and the provision of infrastructure around the dam, to increase opportunities for enhanced recreation and tourism activity in the Collie region;
- implementation of the State Nature Based Tourism Strategy in which the South-West is identified as a "zone of opportunity";
- protection of the tourism related values of forests;
- support for infrastructure required for visitor access and appreciation of forests including visitor information and interpretation facilities;
- encourage eligible organisations in Western Australia to apply for Government assistance under Commonwealth and State tourism development programs;

- the production of quality promotional materials which highlight the region's features and their natural and cultural value;
- support for a cooperative approach to developing and marketing tourism products;
- encouraging the involvement of Aboriginal people in forest related tourism ventures particularly where these are opportunities for showcasing indigenous culture and history;
- adoption of advanced information technologies for educational and promotional purposes;
- support for mechanisms which communicate, facilitate and coordinate tourism enterprises that explain and enhance sustainable benefits to local communities; and
- consultation with the tourism industry consistent with the Memorandum of Understanding between the Department of Conservation and Land Management and the Western Australian Tourism Commission.

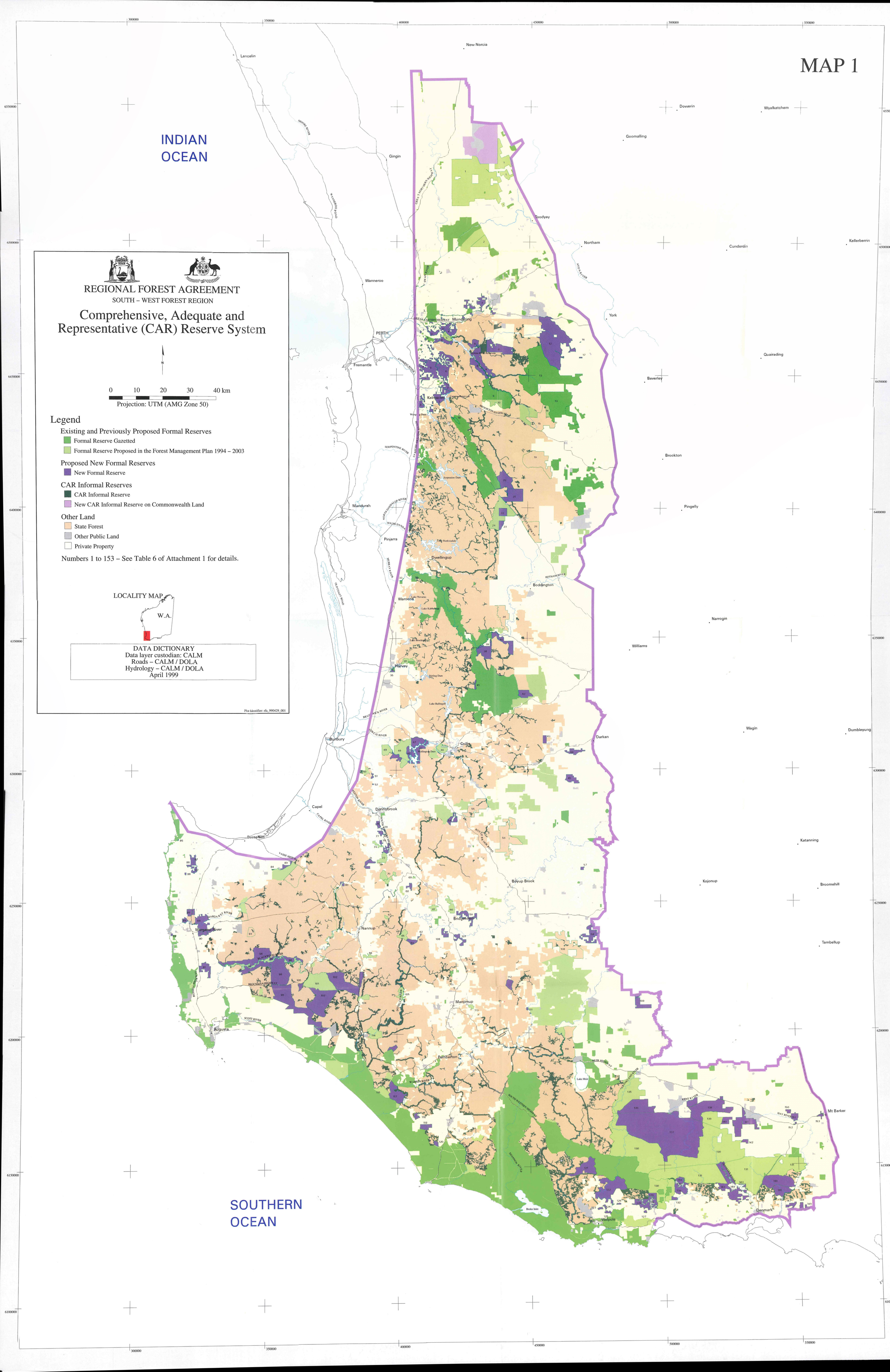
Minerals industry
The Parties will jointly facilitate minerals industry development and related employment by;

- advocating and supporting the Agreement as providing secure access for mineral and petroleum exploration and production in relevant areas covered by the Agreement, subject to compliance with the approval processes which apply to the land tenure status of those areas; and
- through data acquisition and research, support the development of an improved geoscientific knowledge base at regional and continental scale to promote investment in mineral and petroleum exploration.

The State will provide and maintain relevant mineral industry related databases and search and retrieval systems for clients.

Other Forest Based Industries
The Parties agree to provide advice and assistance to other industries that depend on access to forests through existing industry programs in the areas of research and development, commercialisation, business and strategic planning (including quality management and benchmarking), business networks, business licensing and innovation.

MAP 1


REGIONAL FOREST AGREEMENT
SOUTH – WEST FOREST REGION
Comprehensive, Adequate and Representative (CAR) Reserve System
0 10 20 30 40 km
Projection: UTM (AMG Zone 50)
Legend
Existing and Previously Proposed Formal Reserves
Formal Reserve Gazetted
Formal Reserve Proposed in the Forest Management Plan 1994 – 2003
Proposed New Formal Reserves
New Formal Reserve
CAR Informal Reserves
CAR Informal Reserve
New CAR Informal Reserve on Commonwealth Land
Other Land
State Forest
Other Public Land
Private Property
Numbers 1 to 153 – See Table 6 of Attachment 1 for details.
LOCALITY MAP
W.A.
DATA DICTIONARY
Data layer custodian: CALM
Roads – CALM / DOLA
Hydrology – CALM / DOLA
April 1999
Plot Identifier: rfa_990429_001
INDIAN OCEAN
SOUTHERN OCEAN
New Norcia
Lancelin
Gingin
Wanneroo
Toodyay
Northam
Dowerin
Wyalkatchem
Goomalling
Cunderdin
Kellerberrin
York
Quairading
Beverley
Brookton
Pingelly
Narrogin
Williams
Wagin
Dumbleyung
Darkan
Katanning
Kojonup
Broomehill
Tambellup
Mt Barker
Denmark
Walpole
Broke Inlet
Lake Muir
Pemberton
Augusta
Margaret River
Nannup
Bridgetown
Boyup Brook
Donnybrook
Capel
Busselton
Bunbury
Collie
Manjimup
Harvey
Waroona
Dwellingup
Boddington
Pinjarra
Mandurah
Kelmscott
Mundaring
PERTH
Fremantle
MOORE RIVER
WANNEROO ROAD
GREAT NORTHERN HIGHWAY
SWAN RIVER
AVON RIVER
GREAT EASTERN HIGHWAY
CANNING RIVER
BROOKTON HIGHWAY
SOUTH WESTERN HIGHWAY
SERPENTINE RIVER
NORTH DANDALUP RIVER
SOUTH DANDALUP RIVER
MURRAY RIVER
HOTHAM RIVER
OLD COAST ROAD
BRUNSWICK RIVER
COLLIE RIVER
VASSE RIVER
CAPEL RIVER
VASSE HIGHWAY
BOYUP BROOK ROAD
MARGARET RIVER
BLACKWOOD RIVER
BRIDGETOWN HIGHWAY
BRUNSWICK JUNCTION
BROCKMAN HIGHWAY
SCOTT RIVER
DONNELLY RIVER
WARREN RIVER
MUIR HIGHWAY
VASANDAND RIVER
KENT RIVER
HAY RIVER
SHANNON RIVER
GORDON RIVER