

**BioBanking agreement
ID number: 352**

**Under the
Threatened Species Conservation Act 1995
for
Byron Shire Council
for
Lilli Pilli Biobank site**

**Lot 7 in Deposited Plan number 809005
Lot 24 in Deposited Plan number 845454
Lot 46 in Deposited Plan number 848543
Lot 46 in Deposited Plan number 860353
Lot 47 in Deposited Plan number 854800
Lot 66 in Deposited Plan number 863772**



**Office of
Environment
& Heritage**

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

This agreement made on the _____ day of _____ **between** the Minister for the Environment of the State of New South Wales, being the Minister currently administering the *Threatened Species Conservation Act 1995* (**'the Minister'**, which expression shall where the context admits, be deemed to include his or her successors in office) on the one part and Byron Shire Council (ABN 14 472 131 473) (**'the landowner'**) of Lilli Pilli Road Byron Bay NSW 2481 on the other part.

Background

- A The landowner is the owner of those parcels of land being:
- Lot 7, Deposited Plan number 809005, Parish of Byron, County of Rous;
- Lot 24, Deposited Plan number 845454, Parish of Byron, County of Rous;
- Lot 46, Deposited Plan number 848543, Parish of Byron, County of Rous;
- Lot 46, Deposited Plan number 860353, Parish of Byron, County of Rous;
- Lot 47, Deposited Plan number 854800, Parish of Byron, County of Rous; and
- Lot 66, Deposited Plan number 863772, Parish of Byron, County of Rous,
- known as Lilli Pilli Biobank site (**'the land'**).
- B The biobank site that is the subject of this agreement forms part of the land and is shown on the Figure 1 Biobank site boundary; Lilli Pilli biobank site dated 13/06/2017. The biobank site covered by this agreement consists of approximately 8.65 hectares.
- C The landowner has requested the Minister to enter into a biobanking agreement under clause 14 of the BioBanking Regulation for the purpose of designating the biobank site on the land.
- D The Minister and landowner recognise that the landowner will receive biodiversity credits determined in accordance with the BioBanking Assessment Methodology (and set out in Annexure B) relating to the impact or likely impact of the management actions required to be carried out under Clause 3 and Annexure C of this agreement regarding the biodiversity values listed in Annexure B.
- E The landowner and the Minister recognise that the biobank site contains the following known Aboriginal objects and/or Aboriginal places as defined by the *National Parks and Wildlife Act 1974*:
- None applicable
- Note: This biobanking agreement only recognises the existence of known Aboriginal objects and/or Aboriginal places. It does not provide for the protection of Aboriginal objects or Aboriginal places. The protection of Aboriginal objects and Aboriginal places is dealt with by the *National Parks and Wildlife Act 1974*. This agreement does not authorise any person to damage or to cause or permit damage to an Aboriginal object or Aboriginal place in, on or under the biobank site land (see clause 2.2).
- F The landowner and the Minister recognise that this biobanking agreement is being entered into for the purposes of the BioBanking Scheme established under Part 7A of the Act.

- G The landowner agrees to undertake the management actions and implement the management plans to improve the biodiversity values of the biobank site as set out in Annexure C.
- H The landowner agrees to undertake monitoring, reporting and record keeping as set out in Annexure D.
- I Accordingly, the parties hereby enter into the following biobanking agreement under section 127D of the Act.
- J The Minister has delegated the power to enter into this biobanking agreement to the Chief Executive of the Office of Environment and Heritage.

Now this agreement witnesses:

1. Interpretation

1.1 In this agreement, unless the contrary intention appears:

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

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

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

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

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

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

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

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

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

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

'authorised officer' means a person appointed under section 156B of the *National Parks and Wildlife Act 1974*

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

'biobank site boundary map' means the map entitled Figure 1 Biobank site boundary; Lilli Pilli biobank site dated 13/06/2017 and included in Annexure A

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

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

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

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

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

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

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

‘biodiversity credits register’ means the register of biodiversity credits kept by the Chief Executive under Part 7A of the Act

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

‘Chief Executive’ means the Chief Executive of the Office of Environment and Heritage

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

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

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

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

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

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

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

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

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

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

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

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

‘management of fire for conservation’ means the controlled application of fire under specified environmental and weather conditions to a predetermined area and

at the time, intensity and rate of spread required to attain planned improvement of biodiversity values

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

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

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

‘management zone’ means those areas of the biobank site identified on the map entitled Figure 3 Management zones; Lilli Pilli biobank site dated 10/05/2018 and included in Annexure A

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

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

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

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

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

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

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

‘OEH’ means the Office of Environment and Heritage

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

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

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

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

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

‘party’ means a party to this agreement

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

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

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

‘planting schedule’ means the schedule at item 6.6 of Section 1, Annexure C

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

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

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

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

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

‘sensitive threatened species’ means any threatened species, populations or ecological communities or any critical habitat (or any area or areas of land proposed to be identified as critical habitat), information relating to the location of which must not be made available to the public on a register kept under Part 7A of the Act, as required by clause 48(1)(a) or (b) of the BioBanking Regulation

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

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

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

- 1.2 A word or expression that indicates one or more particular genders shall be taken to indicate every other gender. A reference to a word or expression in the singular form includes a reference to the word or expression in the plural form, and vice versa.
- 1.3 Any reference to an action, or carrying out an action, includes a reference to doing anything or refraining from doing anything.
- 1.4 Any reference to a person shall be deemed to include a corporate body and vice versa.
- 1.5 Any covenant or agreement on the part of two or more persons shall be deemed to bind them jointly and severally.

- 1.6 The schedules and Annexures to this agreement form part of this agreement.
- 1.7 Any notes included in the agreement do not form part of the agreement.

2. Status of this agreement

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

3. Use of the biobank site

The landowner covenants with the Minister as follows:

General responsibilities

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

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

Cultural heritage

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

Obtaining of consents, permits and authorisations

- 3.3 The landowner is responsible for obtaining all necessary licences, consents, authorisations, permits or approvals in order to lawfully comply with and carry out its obligations under this agreement or to undertake or enable any other identified matter under clause 3.5 and/or clause 3.6.

Development

- 3.4 The landowner must not carry out, or cause or permit to be carried out, any development (as defined under clause 1 above) on the biobank site, unless the development:

- 3.4.1 is permitted or required under Annexure C, or

- 3.4.2 is identified in the table entitled 'Permissible development on the biobank site' contained in clause 3.5 or identified in the table entitled 'Permissible human activities on the biobank site' contained in clause 3.6.

Permissible development

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

Permissible development on the biobank site	
Description of development	Management zone/s
Any development permitted or required as part of a management action under Annexure C, including but not limited to maintaining existing access tracks on the biobank site, building shed/s to store weed control chemicals or other pesticides on the biobank site, building fences to manage stock on the biobank site and building structures to restore natural water flow regimes.	All zones
Any development within the meaning of section 127(1) of the Act reasonably considered necessary to remove or reduce an imminent risk of serious personal injury or damage to property.	All zones

Permissible human activities

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

Permissible human activities on the biobank site	
Description of human activities	Management zone/s
Any activity or any development permitted or required as part of a management action under Annexure C, including but not limited to mustering stock or feral herbivores including with mechanised vehicles, spraying or mechanically removing weeds, planting tubestock or sowing seeds of native vegetation, using drip torches, thinning native vegetation, disturbing soil temporarily to control erosion, encouraging regeneration, controlling nutrients or restoring natural flow regimes, laying baits, trapping or otherwise controlling vertebrate pests and feral herbivores and overabundant native herbivores.	All zones
Any human activity reasonably considered necessary to remove or reduce an imminent risk of serious personal injury or damage to property.	All zones
Traditional Aboriginal cultural activities, except commercial activities.	All zones

Permissible human activities on the biobank site	
Description of human activities	Management zone/s
Any activity required to undertake permissible development.	All zones
Other - Bushwalking and passive environmental activities such as bird watching	All zones

4. Management actions and management plans

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

4.2 The landowner must:

- i. implement or procure the implementation of; and
- ii. comply or procure the compliance with

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

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

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

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

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

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

5. Total Fund Deposit

For the purpose of clause 26 of the BioBanking Regulation, the Total Fund Deposit for this biobank site is \$263,995 excluding GST, determined in accordance with Part 6 of the BioBanking Regulation.

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

6. Biodiversity credits

- 6.1 The Chief Executive is permitted under section 127W(4) of the Act, to create (without application by the landowner under section 127W(4) of the Act) the biodiversity credits listed in Annexure B on the commencement date.
- 6.2 The biodiversity credits listed in Annexure B will be created for the biobank site.
- 6.3 At the commencement date, the landowner is entitled to receive \$0 excluding GST, to be satisfied in full by the creation of the biodiversity credits listed in Annexure B.

Note: \$0 is a best estimate of the market value of the biodiversity credits at the time of creation. The market value has been estimated by reference to the notional Part B amount as determined by the landowner in the credit pricing spreadsheet or reference to the notional Part B amount for the last traded biodiversity credit of the same or similar type.

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

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

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

7. Monitoring, record keeping and reporting

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

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

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

9. Change of land ownership or subdivision of land

9.1 The landowner must notify the Chief Executive in writing of any change of:

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

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

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

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

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

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

10. Right to enter biobank site for research and monitoring

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

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

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

10.2 The Minister, Chief Executive, an authorised officer or an officer of OEH may make a written request to the landowner to consent to any other person specified in the written request to enter the biobank site for the purpose of carrying out the research or monitoring referred to in clause 10.1, whether or not that person will accompany the Minister, Chief Executive, an authorised officer or an officer of OEH. The landowner will not unreasonably withhold consent.

10.3 Clauses 10.1 and 10.2 do not affect or limit the powers of authorised officers under the NPW Act to enter premises for the purpose of determining whether there has been compliance with, or contravention of, this agreement.

11. Agreement preparation expenses

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

12. Obligations of the Minister

12.1 Subject to clauses 12.2 and 12.3 and starting from the first payment date, the Minister is required to direct the Fund Manager to make such management payments specified in the payment schedules from the relevant biobank site account to the landowner, at such intervals specified in the payment schedules.

12.2 The Minister may only make such a direction if:

12.2.1 the relevant biobank site account has sufficient funds to cover the management payment, and

12.2.2 the landowner has submitted the annual report for the preceding reporting period in accordance with clause 7.2 and Annexure D of this agreement, and

12.2.3 the Minister has reviewed the annual report for the preceding reporting period and is satisfied that the landowner has complied with their obligations set out in this agreement in the preceding period.

12.3 The landowner acknowledges that the Minister may, with the agreement of the landowner, direct that the management payments should not be made, or should be reduced, for a specified period of time or until further notice if the biobank site account has an operational deficit greater than the operational deficit threshold.

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

12.4 If the Minister, with the agreement of the landowner, directs that management payments be reduced or not be made for a specified period of time or until further notice, then:

12.4.1 the Minister may, by written agreement with the landowner, suspend or vary any of the landowner's obligations to carry out management actions under this agreement for the same period of time or some other period, and

12.4.2 despite clause 4 of this agreement, the landowner's obligations to carry out management actions under this agreement are suspended or varied in accordance with the agreement.

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

12.5 The landowner acknowledges that the Minister may, in addition to the management payments, direct additional payments to be paid from the BioBanking Trust Fund to the landowner, but only in circumstances where the biobank site account has an operational surplus, the operational surplus amount exceeds the maximum operational surplus for the biobank site account, and the amount the Minister directs to be paid does not exceed the difference between the operational surplus amount and the maximum operational surplus.

12.6 All management payments shall be paid into the bank account nominated by the landowner in accordance with the payment schedules.

13. Ownership of the land and registration of this agreement

13.1 The landowner represents and warrants to the Minister that as at the date of this agreement it is:

13.1.1 the legal and beneficial owner of the land; or

13.1.2 legally and beneficially entitled to become the owner of the land and will become the legal and beneficial owner of the land, prior to the date that this agreement is to be registered under clause 13.2 of this agreement.

13.2 As contemplated by section 127I(1) of the Act, the Minister agrees to notify the Registrar General when this agreement has been entered into, varied or terminated so the Registrar General can register the agreement, variation or termination by making an entry concerning the agreement, variation or termination in the relevant folio of the Register kept under the *Real Property Act 1900* (NSW) for the land.

13.3 The fee to register the agreement in accordance with section 127I(1) of the Act will be taken from the processing fee, except as provided by clause 13.4.

13.4 If the landowner elects to identify the exact boundaries of the biobank site on the Deposited Plan for the land, the landowner must bear any additional costs of registration.

14. Variation and termination

14.1 Subject to clause 14.2, this agreement can only be varied or terminated in accordance with the Act.

14.2 The landowner waives any right to request voluntary termination in accordance with subsections 127G(5) and (6) of the Act.

14.3 This clause does not affect the ability of the Minister and the landowner to terminate this agreement by consent under section 127G(2)(a) of the Act (including in the circumstances described in subsection 127G(6) of the Act).

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

Subsections 127(5) and (6) of the Act give landowners the right to request termination of the agreement where credits are not sold within 3 months or after 5 years of entering the agreement. The effect of clause 14.2 is that the landowner gives up that right. This is essential as the tax advantages are only available where the Commonwealth Government has conferred conservation covenant status on biobank sites – and a requirement of this status is that the sites will operate permanently.

15. Indemnity and release

15.1 The landowner agrees to indemnify the protected persons against all expenses, losses, damages and costs that the protected person may sustain or incur as a result, whether directly or indirectly, of carrying out obligations under this agreement.

15.2 The indemnity given by the landowner does not cover any loss or damage that is caused by a negligent act or omission of the protected persons, or any loss or damage that is contributed to by a negligent act or omission of the protected persons to the extent of the protected persons' contribution to that loss or damage.

15.3 The landowner releases to the full extent permitted by law the protected persons from all claims and demands arising out of or in connection with, or as a consequence of, carrying out of obligations by the landowners under this agreement, or in connection with, or as a consequence of, a direction made by the Minister regarding the payment of management payments to the landowner under this agreement.

15.4 The release given by the landowner does not cover any claims and demands in respect of any loss or damage that is caused by a negligent act or omission of the protected persons, or any loss or damage that is contributed to by a negligent act or omission of the protected persons to the extent of the protected persons' contribution to that loss or damage.

15.5 It is immaterial to the obligations of the landowner under this clause that a claim or demand arises out of any act, event or thing that the landowner is authorised or obliged to do under this agreement or that any time waiver or other indulgence has been given to the landowner for any such obligation under this agreement.

In clauses 15.1–15.4:

(i) 'protected person' means:

(a) the Minister

(b) the Chief Executive

(c) the employees or officers of the Office of Environment and Heritage

(d) any other person acting under the direction or control of the Minister or Chief Executive for any purpose

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

16. Dispute resolution

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

17. Governing law

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

18. Commencement

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

19. Privacy statement

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

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

20. Exercise of Minister's and Chief Executive's powers

20.1 The landowner acknowledges that the Minister may authorise any officer of OEHL to exercise any of the Minister's functions under this agreement on the Minister's behalf.

20.2 The landowner acknowledges that the Chief Executive, may authorise any officer of OEHL to do any thing that the Chief Executive authorises for the purposes of this agreement.

21. Notices

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

The Minister

Address	Office of Environment and Heritage PO Box A290 Sydney South NSW 1232
Fax	(02) 9995 6795
Attention	Manager, Agreements and Technical Services

Landowner

Address	Byron Shire Council PO Box 219 Mullumbimby NSW 2482
Phone	(02) 6626 7000
Attention	Phil Warner

21.2 The name or title of the nominated officer or the address for the Minister referred to in clause 21.1 above may be updated from time to time by a further written notice being sent to the landowner by an officer of OEHL advising of the new officer (or title of an office) and address to which such documents, information or notification may be sent.

21.3 For the avoidance of doubt, this clause does not fetter the Minister or Chief Executive's discretion to give or withhold from giving such notice, consent or permission.

Agreement annexures

Annexure A Maps of biobank site

Annexure B Biobanking Agreement Credit Report

Annexure C Management actions and management plans

Annexure D Monitoring, reporting and record keeping requirements

Annexure E Payment schedules

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

Signed by

Derek Rutherford, Director, Conservation Programs, Office of Environment and Heritage, as the Minister's delegate under Section 142A of the *Threatened Species Conservation Act 1995* in the presence of:

Derek Rutherford

Date

Witness signature

Date

Witness name

Witness address

Signed by the landowner/s or director/s

Mark Arnold

Mark Arnold signature

Date

Mark Arnold - General Manager Byron Shire Council

In the presence of

Phillip James Holloway

Witness signature

Date

11 July 2018

Witness name

Phillip James Holloway

Witness address

70-100 Station St

Mullumbidgee NSW

Seal (if signing under seal):

Annexure A: Maps of biobank site

Figure 1 Biobank site boundary; Lilli Pilli biobank site (13/06/2017)

Figure 2 Vegetation zones; Lilli Pilli biobank site (10/05/2018)

Figure 3 Management zones; Lilli Pilli biobank site (10/05/2018)

Figure 4 Property action plan; Lilli Pilli biobank site (05/07/2017)

Figure 5 Photo points; Lilli Pilli biobank site (05/07/2017)

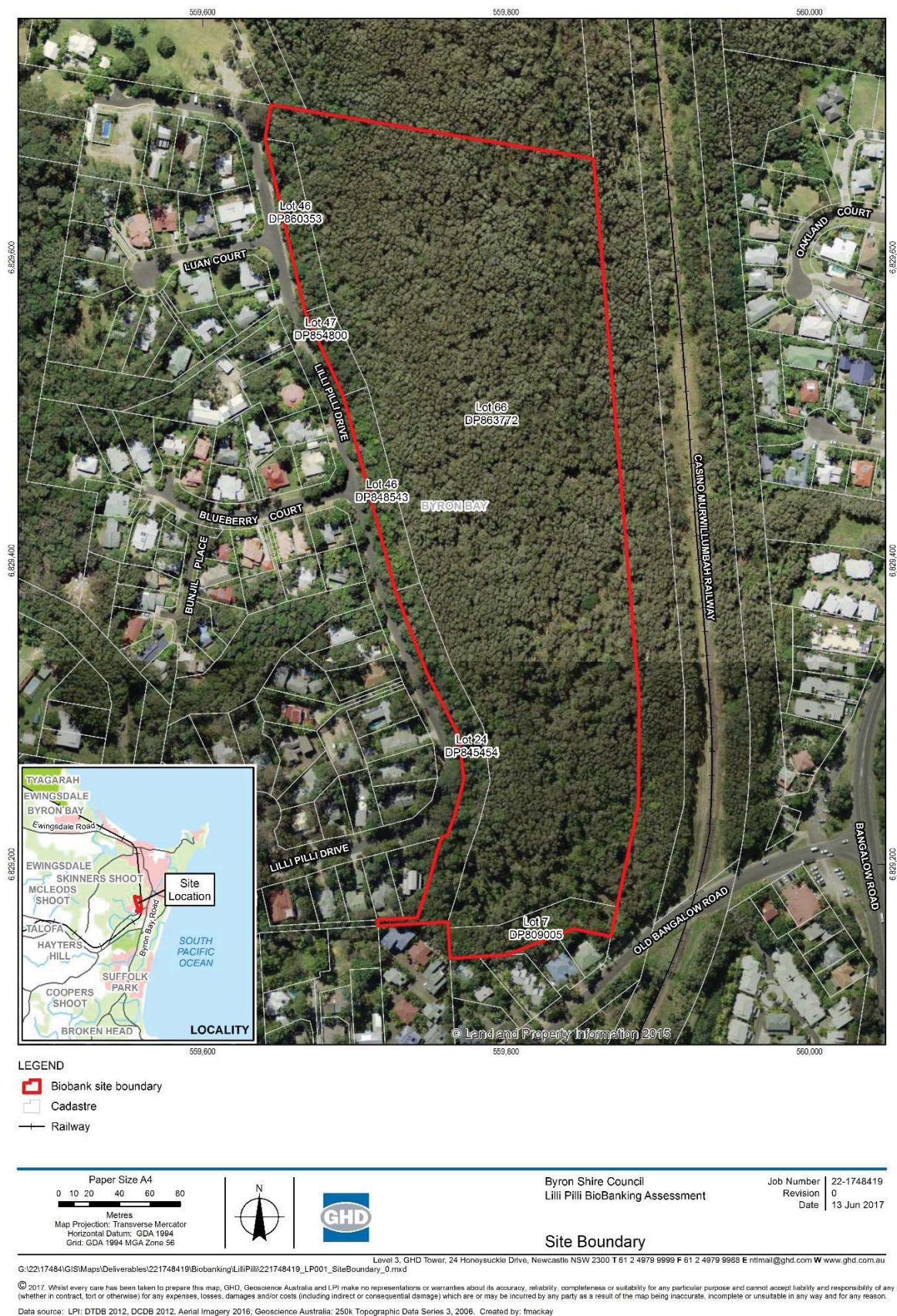


Figure 1 Biobank site boundary; Lilli Pilli biobank site (13/06/2017)

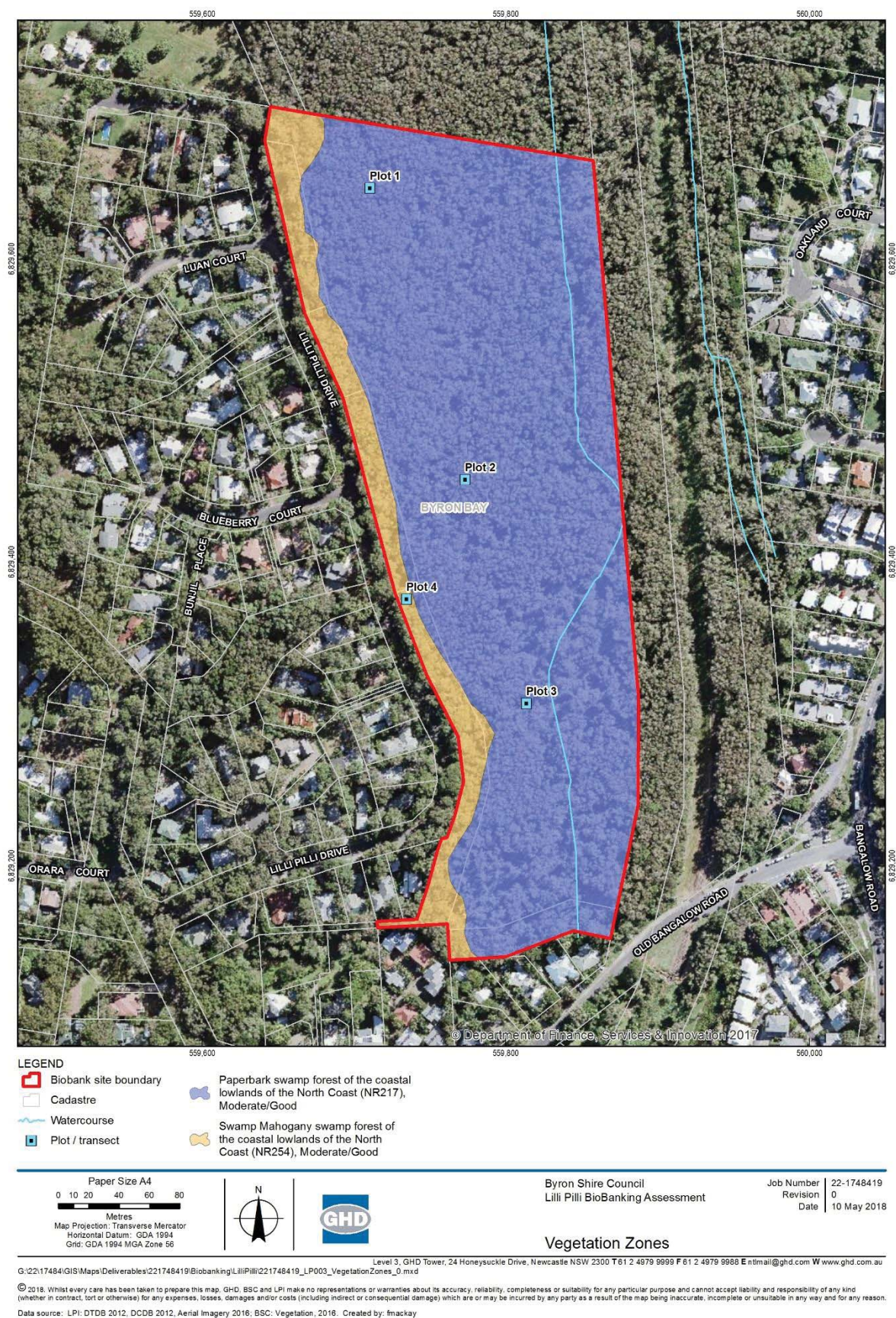


Figure 2 Vegetation zones; Lilli Pilli biobank site (10/05/2018)



Figure 3 Management zones; Lilli Pilli biobank site (10/05/2018)

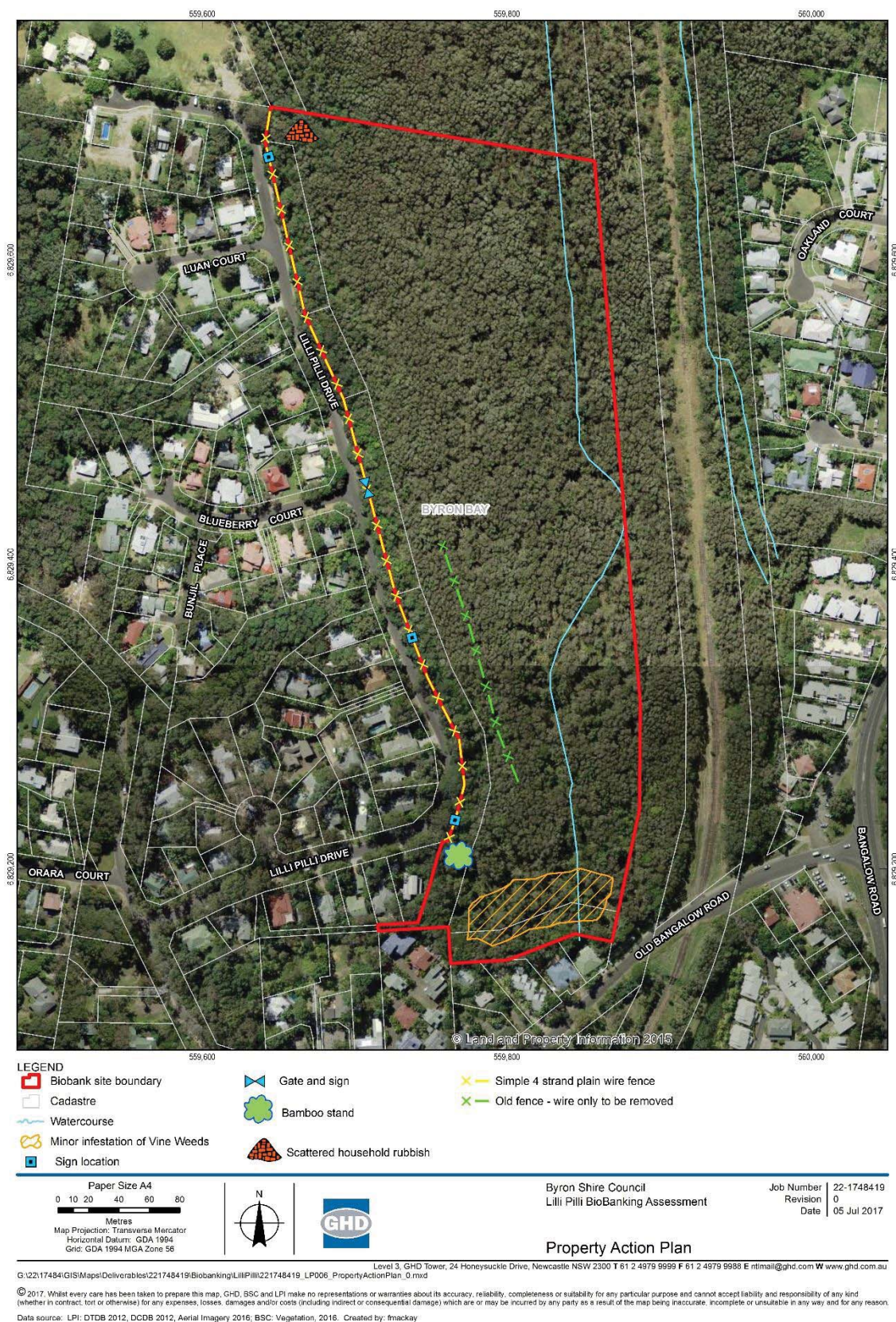


Figure 4 Property action plan; Lilli Pilli biobank site (05/07/2017)



Figure 5 Photo points; Lilli Pilli biobank site (05/07/2017)

Annexure B: Biobanking Agreement Credit Report

BioBanking credit report



This report identifies the number and type of credits required at a BIOBANK SITE

Date of report: 22/05/2018

Time: 2:36:48PM

Calculator version: v4.0

Biobank details

Proposal ID: 082/2017/4390B
Proposal name: Lilli Pilli Biobank site
Proposal address: Lilli Pilli Drive Byron Bay NSW 2481

Proponent name: Byron Shire Council
Proponent address: PO Box 219 Mullumbimby NSW 2482
Proponent phone: 02 6684 3018

Assessor name: Daniel Williams
Assessor address: Level 1, 62 Clarence Street Port Macquarie NSW 2444
Assessor phone: 6586 8714
Assessor accreditation: 082

Additional information required for approval:

- ☐ Use of local benchmark
- ☐ Expert report...
■ Mitchell's Rainforest Snail Thersites mitchellae
- ☐ Request for additional gain in site value

Ecosystem credits summary

Plant Community Type	Area (ha)	Credits created	Credits created after application of additionality of 20%
Paperbark swamp forest of the coastal lowlands of the NSW North Coast Bioregion and Sydney Basin Bioregion	7.69	80.00	64.00
Swamp Mahogany swamp forest on coastal lowlands of the NSW North Coast Bioregion and northern Sydney Basin Bioregion	0.96	8.00	6.00
Total	8.65	88	70

Credit profiles

1. Paperbark swamp forest of the coastal lowlands of the NSW North Coast Bioregion and Sydney Basin Bioregion, (NR217)

Number of ecosystem credits created	80
IBRA sub-region	Murwillumbah (Qld - Southeast Hills and Ranges)

2. Swamp Mahogany swamp forest on coastal lowlands of the NSW North Coast Bioregion and northern Sydney Basin Bioregion, (NR254)

Number of ecosystem credits created	8
IBRA sub-region	Murwillumbah (Qld - Southeast Hills and Ranges)

Species credits summary

Common name	Scientific name	Extent of impact Ha or individuals	Number of species credits created
Mitchell's Rainforest Snail	<i>Thersites mitchellae</i>	8.65	61

Additional management actions

Additional management actions are required for:

Vegetation type or threatened species	Management action details
Mitchell's Rainforest Snail	Exclude miscellaneous feral species
Paperbark swamp forest of the coastal lowlands of the NSW North Coast Bioregion and Sydney Basin Bioregion	Control of feral pigs
Paperbark swamp forest of the coastal lowlands of the NSW North Coast Bioregion and Sydney Basin Bioregion	Exclude commercial apiaries
Paperbark swamp forest of the coastal lowlands of the NSW North Coast Bioregion and Sydney Basin Bioregion	Exclude miscellaneous feral species
Paperbark swamp forest of the coastal lowlands of the NSW North Coast Bioregion and Sydney Basin Bioregion	Feral and/or over-abundant native herbivore control
Paperbark swamp forest of the coastal lowlands of the NSW North Coast Bioregion and Sydney Basin Bioregion	Fox control
Paperbark swamp forest of the coastal lowlands of the NSW North Coast Bioregion and Sydney Basin Bioregion	Maintain or re-introduce natural flow regimes
Paperbark swamp forest of the coastal lowlands of the NSW North Coast Bioregion and Sydney Basin Bioregion	Slashing
Swamp Mahogany swamp forest on coastal lowlands of the NSW North Coast Bioregion and northern Sydney Basin Bioregion	Control of feral pigs
Swamp Mahogany swamp forest on coastal lowlands of the NSW North Coast Bioregion and northern Sydney Basin Bioregion	Exclude commercial apiaries
Swamp Mahogany swamp forest on coastal lowlands of the NSW North Coast Bioregion and northern Sydney Basin Bioregion	Exclude miscellaneous feral species
Swamp Mahogany swamp forest on coastal lowlands of the NSW North Coast Bioregion and northern Sydney Basin Bioregion	Feral and/or over-abundant native herbivore control
Swamp Mahogany swamp forest on coastal lowlands of the NSW North Coast Bioregion and northern Sydney Basin Bioregion	Fox control
Swamp Mahogany swamp forest on coastal lowlands of the NSW North Coast Bioregion and northern Sydney Basin Bioregion	Slashing

Annexure C: Management actions and management plans

This Annexure C, together with Annexure D, is approved as a property management plan prepared by the landowner under the section 113B of the *Threatened Species Conservation Act 1995*.

A Management actions

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

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

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

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

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

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

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

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

- I. removal of noxious weeds under the *Noxious Weeds Act 1993*
- II. the control of noxious animals under the *Rural Lands Protection Act 1998*
- III. an obligation arising under an eradication order or pest control order under Part 11 of the *Rural Lands Protection Act 1998*
- IV. a direction under section 37A of the *State Emergency and Rescue Management Act 1989* in relation to a state of emergency or a direction under section 22A of the *State Emergency Service Act 1989*
- V. in respect of the *Rural Fires Act 1997*:
 - (a) an emergency fire fighting act within the meaning of that Act
 - (b) emergency bushfire hazard reduction work within the meaning of that Act
 - (c) any notified steps issued to the landowner under section 63 of that Act

- (d) any notice by a local authority under section 66 of that Act to undertake specified bushfire hazard reduction work
- (e) otherwise as part of any managed bushfire hazard reduction work within the meaning of the *Rural Fires Act 1997* that is carried out in accordance with:
 - i. a current bushfire hazard reduction certificate that applies to the work
 - ii. the provisions of any bushfire code applying to the land specified in the certificate.

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

B Timing for carrying out management actions

- B1 An obligation to carry out a management action (or implement and comply with a management plan):
- (i) will commence on the commencement date or first payment date (as indicated); and
 - (ii) must be carried out in perpetuity unless otherwise indicated in Sections 1 to 4 of this Annexure C.
- B2 The landowner must ensure that if a timeframe is specified in Sections 1 to 4, that the management action is carried out within that timeframe.
- B3 For the avoidance of doubt, an obligation to carry out a management action within a specified timeframe continues until the management action has been carried out even if the time for compliance has passed.

Section 1: Standard management actions

Item 1	Management of grazing for conservation	Timing
1.1	Stock must not be permitted to graze in any area of the biobank site.	Ongoing from commencement date.
1.2	This item is not applicable.	N/A
1.3	Stock must not be permitted to be present on the biobank site in areas where replanting has been undertaken in accordance with item 6 of this Section, except as specified in items 6.2 and 6.3.	Ongoing from first payment date.
1.4	If, at any time, the landowner observes stock in any area of the biobank site, other than an area on the biobank site where grazing is permitted, the landowner must take necessary measures to remove the stock from the area immediately.	Ongoing from first payment date.
Item 2	Weed control	Timing
2.1	<p>The landowner must implement and, at all relevant times, comply with, the integrated weed management plan included in Section 3 ('the weed management plan') (or such updated integrated weed management plan as has been approved by the Chief Executive under item 2.2 below).</p> <p>To allow for adaptive management, minor alterations can be made to the implementation of the weed management plan. Any alterations must be recorded in writing in accordance with Section 3 of this Annexure.</p>	Ongoing from first payment date.
2.2	<p>The weed management plan must be reviewed at intervals of no less than 4 years and no more than 6 years by an appropriately qualified person. The review is to consider the efficacy of the management actions in the plan and consider the effectiveness of the matters contained in the current plan that are outlined in the dot points below. Notification of the date of the review commencement must be provided to the Chief Executive in writing within 14 days of the commencement of the review. The findings of the review must be submitted to the Chief Executive within 3 months of commencing the review.</p> <p>Where the Chief Executive determines from the review that an update of the plan is required, the Chief Executive will notify the landowner in writing that an update of the plan is required. The landowner must update the plan and submit it to the Chief Executive for approval within 3 months of receiving written notification from the Chief Executive that an update of the plan is required. The revised plan must be prepared by an appropriately qualified person and must cover the matters outlined below and any additional matters specified by the Chief Executive in writing:</p> <ul style="list-style-type: none"> • a description of the target weed/s at the biobank site and their location/s, linked to each management zone where weeds are present • the method/s of weed control in each zone • the frequency of weed control activities at the site, taking into account management practices where weeds are providing habitat for native species 	Ongoing from first payment date.

	<ul style="list-style-type: none"> the timing of any planting of native plant species required in each management zone to provide alternative habitat for native species affected by weed control activities methods for monitoring the success of weed control activities a timetable/measures for inspections to identify new weed species or exotic plant species (including noxious weeds under the <i>Noxious Weeds Act 1993</i>) additional weed control activities to destroy or remove any new weed species that are found on the site measures for assessing and reporting monitoring results a diary for recording actions taken in accordance with the weed management plan and minor alterations to this plan permitted for adaptive management. The details (management zone/s, date, alternative action) and reasons for the minor alterations must be recorded in the diary. 	
--	---	--

Item 3	Management of fire for conservation	Timing
3.1	The landowner must implement, and at all relevant times, comply with the fire management plan included in Section 3 (or such updated fire management plan as has been approved by the Chief Executive under item 3.2 below) (‘the fire management plan’). To allow for adaptive management and weather conditions, minor alterations can be made to the implementation of the fire management plan, and must be recorded in writing in accordance with Section 3 of this Annexure.	Ongoing from first payment date.
3.2	<p>The fire management plan must be reviewed at intervals of no less than 4 years and no more than 6 years by an appropriately qualified person. The review is to consider the efficacy of the management actions in the plan and consider the effectiveness of the matters contained in the current plan that are outlined in the dot points below. Notification of the date of the review commencement must be provided to the Chief Executive in writing within 14 days of the commencement of the review. The findings of the review must be submitted to the Chief Executive within 3 months of commencing the review.</p> <p>Where the Chief Executive determines from the review that an update of the fire management plan is required, the Chief Executive will notify the landowner in writing that an update of the plan is required. The landowner must update the plan and submit it to the Chief Executive for approval within 3 months of receiving written notification from the Chief Executive that an update of the plan is required. The revised plan must be prepared by an appropriately qualified person and cover the matters outlined below and any additional matters specified by the Chief Executive in writing:</p> <ul style="list-style-type: none"> the year the last fire went through, the type of fire and the extent of the fire and location, where known frequency of natural fires in the area of the biobank site, where known a description of locations and management zones where ecological burns will be conducted and areas that will not be burnt 	Ongoing from first payment date.

	<ul style="list-style-type: none"> the methods that will be used for ecological burns the fire frequency intervals recommended for the vegetation types and threatened species present, including any required adjustment to the schedule in the event of a wildfire or activities undertaken under the <i>Rural Fires Act 1997</i> to ensure minimum frequency between ecological burns the fire intensity for the recommended vegetation types the time of year suitable for ecological burns the diary for recording actions taken in accordance with the fire management plan and minor alterations to fire management plan permitted for adaptive management. The details (management zone/s, date, alternative action) and reasons for the minor alterations must be recorded in the diary. 	
3.3	Fires must not be lit on the biobank site other than for the purpose of ecological burning in accordance with the fire management plan or as permitted as a permissible human activity on the biobank site under item 4 of this Annexure or clause 3.6 of this agreement.	Ongoing from commencement date.
Item 4	Management of human disturbance	Timing
4.1	Except as permitted under clause 3 of this agreement or item 4.2 (below), human activities that adversely affect biodiversity values on the biobank site, including repeated disturbance of native animals, must not be carried out, or caused or permitted to be carried out, on the biobank site.	Ongoing from commencement date.
4.2	Human activities that may have a negative impact on biodiversity values on the biobank site are permitted if they are listed as permissible activities under clause 3.6 of this agreement or if they are undertaken as part of the management actions or management plans.	Ongoing from commencement date.
4.3	<p>All waste shown on <i>Figure 5 Property action plan; Lilli Pilli biobank site</i>, dated 05/07/2017 must be removed from the biobank site in an appropriate manner. Waste was limited to scattered household waste items only.</p> <p>A line item has been included in the TFD to remove waste and manage human disturbance in perpetuity as well.</p>	Commencing from first payment date.
4.4	<p>The landowner must not store, dispose of, or cause or permit to be disposed of, any waste on the biobank site.</p> <p>Note: The storage or disposal of waste on the biobank site may require an approval under the <i>Protection of the Environment Operations Act 1997</i>.</p>	Ongoing from commencement date.
4.5	The landowner must take all reasonable steps to remove waste deposited by others on the biobank site, or which is otherwise present on the biobank site.	Ongoing from first payment date.
4.6	<p>Fencing and/or signage must be installed and maintained to deter human disturbance including waste dumping. Signage must be the BioBanking signs available from the OEH.</p> <p>Specific requirements:</p> <p>Proposed Fencing</p> <p>Approximately 550 m of new 'simple' rural fencing is proposed to be installed. Fencing will consist of 4-strand plain wire and star</p>	Ongoing from first payment date.

	<p>pickets with timber posts at corners or as necessary. This fencing will be installed on the western boundary of the biobank only as shown on the <i>Figure 5 Property action plan; Lilli Pilli biobank site</i>, dated 05/07/2017 to delineate the biobank site from nearby residential properties and to assist in controlling impacts from human access.</p> <p>There is also a small section of old fence in the southern portion of the site as shown on the <i>Figure 5 Property action plan; Lilli Pilli biobank site</i>, dated 05/07/2017 which will have the wire removed.</p> <p>Signage</p> <p>Standard OEH BioBanking signage is to be installed at the four primary biobank site entrances, as shown on <i>Figure 5 Property action plan; Lilli Pilli biobank site</i>, dated 05/07/2017.</p>	
Item 5	<p>Retention of regrowth and remnant native vegetation</p> <p>Note: An approval under the <i>Native Vegetation Act 2003</i> may be required to carry out thinning or any other removal or damage to native vegetation under this item.</p>	Timing
5.1	<p>Native vegetation (whether remnant native vegetation or regrowth) on the biobank site must not be cut down, felled, thinned, logged, killed, destroyed, poisoned, ringbarked, uprooted, burnt or otherwise removed, except in accordance with item 5.2 below, or if it is required as part of the management actions or it is essential for the carrying out of permissible development under clause 3.5 of this agreement.</p> <p>Note: Native vegetation on the biobank site may be managed to improve biodiversity values by thinning to benchmark stem densities over no more than 80% of each management zone. Benchmark stem densities has the same meaning as defined in the Vegetation Benchmark Database as published by OEH and updated from time to time. An approval under the <i>Native Vegetation Act 2003</i> may be required to carry out thinning or any other removal or damage to native vegetation under this item.</p>	Ongoing from commencement date.
5.2	Native vegetation on the biobank site must not be burnt except in accordance with the fire management plan prepared pursuant to item 3 above.	Ongoing from commencement date.
Item 6	Replanting or supplementary planting where natural regeneration will not be sufficient	Timing
6.1	This item is not applicable.	N/A
6.2	This item is not applicable.	N/A
6.3	This item is not applicable.	N/A
6.4	This item is not applicable.	N/A
6.5	This item is not applicable.	N/A

6.6 Planting schedule at the biobank site

Species' common name	Species' scientific name	Management zone/s of planting	Number of plants per area	Planting method	Timing
N/A					

Item 7	Retention of dead timber	Timing
7.1	<p>Dead timber (whether standing or fallen and including branches and leaf litter) must not be removed from or moved within the biobank site except for the personal (non-commercial) use by the landowner for firewood for one dwelling only or for repair of fencing (not for construction of fencing).</p> <p>Dead timber used for fencing repair must be documented by the landowner in writing and records must be kept in accordance with the record keeping requirements. The landowner must record the approximate amount of dead timber collected from the biobank site for use in fencing, the location that that dead timber was collected from and the date it was collected (month, year).</p> <p>Specific requirements: N/A</p>	Ongoing from commencement date.
7.2	<p>Timber from outside the biobank site may be introduced to and placed on the biobank site to improve biodiversity values. Once the timber has been brought onto the site, it is subject to the requirements of item 7.1 above.</p> <p>Timber brought from outside the biobank site must be documented by the landowner in writing and records must be kept in accordance with the record keeping requirements. The landowner must record the approximate amount of timber brought from outside the biobank site, the location where the timber was placed on the biobank site and the date on which it was placed (month, year).</p> <p>Specific requirements: N/A</p>	When required but not required before the first payment date.
Item 8	Erosion control	Timing
8.1	<p>All reasonable steps must be undertaken to prevent, control and remedy erosion on the biobank site.</p> <p>Soil management for preventing and controlling erosion is to be undertaken using best practice management, such as that developed by the Soil Conservation Service, applied as relevant for the biobank site.</p>	Commencing from first payment date.
Item 9	Retention of rocks	Timing
9.1	The landowner must not remove, or cause or permit to be removed, rocks from the biobank site or move, or cause or permit to be moved, rocks within the biobank site.	Ongoing from commencement date.
9.2	Rocks from outside the site may be placed on the biobank site to improve habitat for threatened species. Rocks, once placed on the biobank site, are subject to item 9.1 above. The landowner must make and retain records of the location of the rocks placed on the site and the date the rocks were brought onto the site in accordance with the record keeping requirements.	When required but not required before the first payment date.

Section 2: Additional management actions

Additional management actions		
Item 10	Control of feral and overabundant native herbivores	Timing
10.1	<p>The landowner must implement, and at all relevant times, comply with the management plan to control feral and overabundant native herbivores included in Section 4 (or such updated management plan as has been approved by the Chief Executive under item 10.2 below) ('the feral and overabundant native herbivores management plan'). To allow for adaptive management, minor alterations can be made to the implementation of the feral and overabundant native herbivores management plan, which must be recorded in writing in accordance with Section 3 of this Annexure.</p> <p>Note: A licence under Section 121 of the <i>National Parks and Wildlife Act 1974</i> may be required to control overabundant native herbivores.</p>	Ongoing from first payment date.
10.2	<p>The feral and overabundant native herbivores management plan must be reviewed at intervals of no less than 4 years and no more than 6 years. The review is to consider the efficacy of the management actions in the plan and consider the effectiveness of the matters contained in the plan that are outlined in the dot points below. Notification of the date of the review commencement must be provided to the Chief Executive in writing within 14 days of the commencement of the review. The findings of the review must be submitted to the Chief Executive within 3 months of commencing the review.</p> <p>Where the Chief Executive determines from the review that an update of the feral and overabundant native herbivores management plan is required, the Chief Executive will notify the landowner in writing that an update of the plan is required and the landowner must update the plan and submit the amended plan to the Chief Executive for approval within 3 months of receiving written notification from the Chief Executive that an update of the plan is required. The revised plan must cover the matters outlined below and any additional matters specified by the Chief Executive in writing:</p> <ul style="list-style-type: none"> • a description of the feral or overabundant native herbivore/s • consideration of relevant current OEH and other pest management programs and methods • the method/s for feral and overabundant native herbivore control in each management zone, determined in accordance with best practice management • the frequency and timing of the control actions in each management zone • methods for monitoring the success of the pest control actions • a timetable and measures for inspections to identify new feral or overabundant native herbivores that may adversely affect biodiversity values on the biobank site 	Ongoing from first payment date.

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

	<ul style="list-style-type: none"> • additional vertebrate pest control actions to destroy or remove any new vertebrate pest species that occur on-site • measures for assessing and reporting monitoring results • a diary for recording actions taken in accordance with the vertebrate pest management plan and minor alterations to this plan permitted for adaptive management. The details (management zone/s, date, alternative actions) and reasons for the minor alterations must be recorded in the diary. 	
Item 12	Nutrient control	Timing
12.1	Fertilisers, pesticides and herbicides must not be applied on the biobank site, except where required to undertake the management actions. Use of fertilisers for establishing native vegetation through planting or seeding, use of herbicides for controlling weeds or use of pesticides for controlling vertebrate pests or feral herbivores can be undertaken in accordance with best practice management when required to undertake the management actions.	Ongoing from commencement date.
Item 13	Control of exotic fish species	Timing
13.1	This item is not applicable.	N/A
Item 14	Maintenance or reintroduction of natural flow regimes	Timing
14.1	This item is not applicable.	N/A
14.2	This item is not applicable.	N/A
14.3	Artificial structures such as dams or levee banks that impede the natural flow regimes on the biobank site must not be constructed unless approved by the Chief Executive in writing for the purpose of restoring natural flows.	Ongoing from commencement date.

Section 3: Standard management plans

Weed management plan

The weed types, description and location (management zone/s) of weed infestations existing at the commencement date are listed in the weed management plan. The methods of weed control (management actions), monitoring and inspections are also listed.

The landowner must perform the methods of weed control and other weed management activities and monitoring in the weed management plan by the methods described (and in accordance with item 2 of this Annexure) for all weeds. The methods of control will apply to the weeds listed in the table below as well as any other weeds that may be present on the site from time to time.

The template for reporting of monitoring activities and the diary template for weed control management must be filled in to record observations during the implementation of the weed management plan, including any minor variations.

Weed types

Weed	Common name of target weed	Scientific name of target weed	Description of infestation (eg intensity (% cover) & location within zone)	Management zone/s
A	Bamboo	<i>Bambusa spp</i>	One small clump in MZ2 (see located shown on Property Action Plan dated 05/07/2017)	MZ2
B	Broadleaf Paspalum	<i>Paspalum mandiocanum</i>	Minor infestations in small patches.	All Zones
C	Other introduced grasses (e.g. Whisky Grass, Vasey Grass)	<i>Andropogon virginicus</i> , <i>Paspalum urvillei</i>	Minor infestations in small patches.	All Zones
D	Sagittaria	<i>Sagittaria platyphylla</i>	Minor infestations in small patches.	MZ1
E	<i>Archontophoenix</i> sp.		Scattered individuals only.	All Zones
F	Small woody and Herbaceous weeds (Coral Berry & Winter Senna)	<i>Ardisia crenata</i> , <i>Senna pendula</i> var. <i>glabrata</i>	Scattered individuals only.	All Zones
G	White passionflower	<i>Passiflora subpeltata</i>	Minor infestation	MZ1

Methods of weed control			
Management zone/s	Weed/s	Method of weed control	Frequency
MZ2	A	<p>All weed control activities to be completed by suitably qualified and experienced contractors and staff.</p> <p>Control methods for Bamboo will include:</p> <ul style="list-style-type: none"> • Cut and paint stems with undiluted glyphosate. • Foliage spray on smaller individuals and during follow-up control • Hand removal. <p>Performance measures:</p> <p>Weed control work will aim to achieve the following outcomes:</p> <ol style="list-style-type: none"> 1. Small stand of Bamboo treated by the end of year 2. 2. Biobank site managed so that no mature individuals establish in perpetuity. 	4 sessions per year in year 1 and year 2.
All Zones	B	<p>Control methods will include:</p> <ul style="list-style-type: none"> • spot spraying • Use of 'wick wiper' • pulling/crowning of weeds <p>Performance Measures</p> <p>Weed control work will aim to achieve the following outcomes:</p> <ol style="list-style-type: none"> 1. Reduce Paspalum to less than 10% of its original distribution by the end of year 3 2. Maintain Paspalum at less than 10% of original distribution in perpetuity. 	3 sessions per year from year 1 to year 3.
All Zones	C	<p>Control methods will include:</p> <ul style="list-style-type: none"> • Ute mounted spray unit (or equivalent) • Spot spraying using 'back packs' throughout all zones. • Wick wiper application. • Back-pack spraying associated with edge of roadside or small patches within existing intact vegetation. <p>Performance Measures</p> <p>Weed control work will aim to achieve the following outcomes:</p>	4 sessions from year 1 to year 3

		<p>1. Reduce other introduced grasses to less than 10% of its original distribution by the end of year 3.</p> <p>2. Maintain other introduced grasses at less than 10% of original distribution in perpetuity.</p>	
MZ1	D	<p>Controls methods will include:</p> <ul style="list-style-type: none"> • Cut and paint crown/lignotuber with undiluted glyphosate for isolated plants or smaller areas of infestation. • Hand pulling/crowning of weeds. <p>Performance measures:</p> <p>Weed control work will aim to achieve the following outcomes:</p> <p>1. Individuals of mature <i>Sagittaria</i> removed by the end of year 3.</p> <p>2. Biobank site managed so that no mature individuals establish in perpetuity.</p>	Included in Weed C allocation
All Zones	E	<p>Control methods will include:</p> <ul style="list-style-type: none"> • Cut and paint crown/lignotuber with undiluted glyphosate for isolated plants or smaller areas of infestation. • Hand pulling/crowning of weeds. <p>Performance measures:</p> <p>Weed control work will aim to achieve the following outcomes:</p> <p>1. Individuals of <i>Archontophoenix</i> sp. removed by the end of year 3.</p> <p>2. Biobank site managed so that no mature individuals establish in perpetuity.</p>	Included in Weed C allocation
All Zones	F	<p>Control methods will include:</p> <ul style="list-style-type: none"> • Cut and paint crown/lignotuber with undiluted glyphosate for isolated plants or smaller areas of infestation. • Hand pulling/crowning of weeds. <p>Performance measures:</p> <p>Weed control work will aim to achieve the following outcomes:</p> <p>1. Individuals of Coral Berry & Winter Senna removed by the end of year 3.</p> <p>2. Biobank site managed so that no mature individuals establish in perpetuity.</p>	Included in Weed C allocation

MZ1	G	<p>Control methods will include:</p> <ul style="list-style-type: none"> Cut/scrap and paint crown/lignotuber with undiluted glyphosate for isolated plants or smaller areas of infestation. Spot spraying Hand removal (follow-up). <p>Performance measures:</p> <p>Weed control work will aim to achieve the following outcomes:</p> <ol style="list-style-type: none"> Individual White passionflower removed by the end of year 3. Biobank site managed so that no mature vines establish in perpetuity. 	Included in Weed C allocation
All Zones	All	<p>Weed control in perpetuity activities program to be carried out by qualified person/s. Methods will include:</p> <ul style="list-style-type: none"> Spot spraying Use of 'wick wiper' Pulling/crowning of weeds 	3 sessions per year in perpetuity

Native planting required to provide habitat for native species affected by weed control activities

Management zone	Description of planting required (reference planting schedule at item 6.6)	Timing
	N/A	

Monitoring and inspections of existing and new weeds

Management zone/s	Weed/s	Method of monitoring	Date/s required
All Zones	All weeds	<p>A monitoring and evaluation program to address weed regrowth and control measures will be undertaken annually by the landholder through the set-up of fixed photo-points across all restoration zones. Photos should be taken by digital camera and recorded in the project file by date and discrete photo-point number. Photo-point locations should be clearly marked on site and/or recorded using a GPS.</p> <p>The photo-point monitoring will be augmented by a completion of a weed management log (included below) describing actions and observations.</p>	Annually

		<p>The photographic records and observations log will be completed by the landholder and provided to OEH.</p> <p>For each management zone, the following information will be reported:</p> <ul style="list-style-type: none"> • A summary of weed control activities works undertaken for the previous 12 months in the zone and a review of their success or otherwise. • A description of the current condition of the zone. This may include presence/absence of canopy, shrub and/or ground-layer regeneration and any evidence of dieback etc. • Brief descriptions of the type and locations of any significant new or remaining weed infestations. Successful suppression of weeds should also be documented. Refer back to the performance targets in methods of weed control. • Recommendations, if required, of any adaptations to the weed control techniques previously applied 	
All Zones	All weeds	Condition mapping (floristic and habitat field survey assessment) to determine vegetation quality and ecological condition. This will be provided to OEH.	Every six years

Other weed management activities (where required)

Notes:

The following specifications are to be applied to all native vegetation management and restoration works. They apply to all weed species and all management zones.

Herbicide usage

- Herbicide spraying is not to be utilised within bushland areas of diverse / resilient remnant native groundcover.
- Off-label usage of any herbicide is only to be undertaken in accordance with a permit issued by the Australian Pesticide and Veterinary Medicine Authority (APVMA).
- Herbicide usage to only be undertaken where there is no risk to any waterway or the immediate environment. Accumulation of translocated residual herbicides into waterways during wet periods is to be considered in this context.
- All herbicide usage, including storage and transport, to be in accordance with WorkCover NSW (2006) and all relevant legislation, including NSW *Pesticides Act 1999*.
- Any bush regenerator undertaking herbicide spray applications must hold a current chemicals application training certification to AQF Level 3.
- Any bush regenerator undertaking herbicide spray applications must be highly competent in native and exotic plant identification.
- All herbicide applications to weed species are to avoid off-target damage to emerging or mature native plants.

Should a herbicide spill occur, incident and spill management procedures shall be immediately implemented. All incidents shall be immediately reported to the Farm Manager.

All ecological management and restoration works are to be implemented by an appropriately qualified and experienced bush regeneration contractor. The bush regeneration contractor must:

- Comply with provisions of the National Gardening & Landscape Services Award 2010.
- Provide established Workplace Health & Safety and Environmental Management Systems. Preferably the company has third-party accredited systems in place.
- Demonstrate implementation of safe workplace and appropriate environmental management practices and procedures (e.g. appropriate transport and management of herbicides).
- Provide site supervisor(s) with minimum qualifications and experience of Certificate III Conservation & Land Management and one year full-time equivalent experience as a trained bush regenerator.
- All herbicide usage, including storage and transport, to be in accordance with the *NSW Pesticides Act 1999*, WorkCover NSW (2006) and all other relevant legislation.

Other contractors required may include fencing contractors etc.

One session of weed control refers to a team of 2 or 3 staff per day depending on weed control activity being completed.

Each session of weed control in perpetuity consists of a team of 2 staff for one day.

Weed control refers to the follow-up treatment of weeds listed in this MAP whereas weed control in perpetuity refers to the ongoing treatment, through time, of any weed that may inhabit the site now and in the future.

Template for reporting of monitoring activities

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

Diary template for weed control management

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

Fire for conservation management plan

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

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

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

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

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

Year of fire	Hazard reduction, wildfire or ecological burn and extent of fire	Management zone/s
	Fire history unknown	

Fire requirements for vegetation types and threatened species

Vegetation type and/or threatened species	Fire frequency required	Time of year for burning	Fire intensity required	Adjustment required due to wildfires or RFA activities
NR217 Paperbark swamp forest of the coastal lowlands of the North Coast	Contains vegetation which is not recommended to be subjected to active burns.	N/A	Fire should be avoided where possible	N/A
NR254 Swamp Mahogany swamp forest of the coastal	Contains vegetation which is not recommended to be subjected to active burns.	N/A	Fire should be avoided where possible	N/A

lowlands of the North Coast				
Ecological burning actions				
Management zone/s	Actions	Supervision & extinguishing techniques	Time of year for burning	Frequency
All Zones	<p>All Zones contain vegetation which does not traditionally have the same burning regimes (i.e. it is a moist vegetation types). These areas should not be subjected to targeted ecological burn regime.</p> <p>The site also includes the threatened species Mitchell's Rainforest Snail. This species is not adapted to habitats which are conducive to active burning.</p> <p>Burns in the biobank site would be restricted to potential access of wild fire only should conditions be conducive to such an event. Even then, it is anticipated efforts would be undertaken to restrict fire accessing the site by response authorities including RFS and NPWS.</p>	N/A	No active lighting	N/A
Methods for monitoring the outcomes of ecological burns				
Management zone/s	Method of monitoring			Date/s required
Other fire management activities (where required)				

Template for reporting of monitoring activities

Management zone/s	Date	Observations and assessment of monitoring

Diary template for fire management activities

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

Vertebrate pest management plan

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

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

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

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

Vertebrate pests

Pest	Name of vertebrate pest (e.g. pig, fox, goat, dog)	Description of extent	Management zone/s
A	Fox	Not observed during field assessments, however, may occur on occasion on a transient basis only. Results of desktop analysis (NPWS Wildlife Atlas) indicate the species is likely to be present in the locality.	Possibility throughout the site on occasion, although specific locations unknown.
B	Feral Cat	Not observed during field assessments, however, is possible to occur on occasion. Results of desktop analysis (NPWS Wildlife Atlas) indicate the species is likely to be present in the locality.	Possibility throughout the site on occasion, although specific locations unknown.

Methods considered

Pest type	Name and description of program or method	Describe suitability
A	Monitored and controlled in accordance with strategies outlined in best-practice guidelines for fox control contained within the <i>Predation by the red fox - threat abatement plan</i> (OEH, 2010). The methods considered include: <ul style="list-style-type: none"> • baiting • shooting 	Baiting considered most suitable if Foxes are observed. Active shooting not

			deemed appropriate due to proximity to nearby residencies, roads and other amenities.
B	Monitored and controlled in accordance with strategies outlined in best-practice guidelines for feral cat control contained within the <i>Predation by the feral cats - threat abatement plan</i> (DWHA, 2008). The methods considered include: <ul style="list-style-type: none"> • baiting • trapping • shooting 		Baiting and active trapping considered most suitable if Feral Cats are observed. Active shooting not deemed appropriate due to proximity to nearby residencies, roads and other amenities.
Methods of control			
Management zone/s	Pest type	Method of control	Frequency and timing
All	A	Baiting will be used as the preferred method of fox control. The correct type and method of baiting will need to consider the presence of native fauna and their feeding habits.	As required.
All	B	Baiting and/or active trapping will be used as the preferred method of feral cat control should they be identified to be using the site. The correct type and method of baiting will need to consider the presence of native fauna and their feeding habits.	As required.
Monitoring and inspections of existing and new vertebrate pests			
Management zone/s	Pest type/s	Method of monitoring	Date/s required
All	All	All observations or evidence of feral animals observed by the landholder are to be recorded in the monitoring log, including the date, location and number of animals sighted and any damage noted. Monitoring of damage is essential and can include information on the size of the affected area and feral animal induced impacts.	Annually

		Monitoring is to comprise a nocturnal walk over of the site annually and a visual estimate of the level of grazing, browsing and/or burrowing impacts. The level of impact is to be recorded as negligible, minimal, moderate or high. The monitoring is to also include recording the date, number and location of any tracks, traces scats or sightings. This information is to be used in the feral herbivores pest management plan to inform the methods of control listed in that plan.	
Other management activities (where required)			
Records will be kept of opportunistic pest animal observations by the landholder in the "Diary template for vertebrate pest management" included below. These records will be submitted to OEH annually for review and discussion of suitable control methods to be employed.			

Template for reporting of monitoring activities

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

Diary template for vertebrate pest management

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

Annexure D: Monitoring, reporting and record keeping requirements

This Annexure D, together with Annexure C, is approved as a property management plan prepared by the landowner under the section 113B of the *Threatened Species Conservation Act 1995*.

1 Monitoring requirements

- 1.1 The landowner must ensure that photographs are taken at photo-points at each of the locations and in the direction identified in the table below titled 'Locations of photo points' within 12 months of the commencement date and then at least every 12 months thereafter.
- 1.2 The photo points are identified on the map entitled Figure 5 Photo points; Lilli Pilli biobank site dated 05/07/2017 in Annexure A of this agreement. The purpose of the photographs is to show changes over time. Photographs should be taken at approximately the same direction, location, height and time of day (during daylight hours) in each reporting period (as defined in item 2.2 of this Annexure D) and retained for the life of this agreement. All photographs must be dated, stating the direction in which they were taken and identified with their locations.

Locations of photo points			
Projected coordinate system: GDA94			
Photo point reference	Easting	Northing	Direction of photo (magnetic degrees)
A	559711	6829647	90
B	559814	6829307	90
C	559735	6829376	180

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

Site inspection and monitoring schedule	
A. Purpose	B. Interval
The percentage of ground cover present on the biobank site for the purposes of item 1.1 of Section 1 of Annexure C.	Every 12 months
Number of stock and date/s when stock have entered the management zones on the biobank site.	Every 3 months
Physical condition of fencing and gates to determine whether they are maintained to a standard that can: <ul style="list-style-type: none"> control the movement of stock if required under item 1 in Section 1 of Annexure C 	Every 12 months

<ul style="list-style-type: none"> • control human disturbance if required under item 4 in Section 1 of Annexure C • control the movement of feral and overabundant native herbivores if required under item 10 of Section 2 • control vertebrate pests if required under item 11 of Section 2 	
<p>Records of any human disturbance on the biobank site.</p> <p>Note: items 4.1 and 4.2 in Section 1 of Annexure C and clause 2 of this agreement place restrictions on human activities on the biobank site.</p>	Every 6 months
<p>Evidence of erosion.</p> <p>Note: item 8 in Section 1 of Annexure C contains requirements for erosion control.</p>	Every 6 months
<p>Evidence of waste.</p> <p>Note: item 4.4 in Section 1 of Annexure C contains requirements for storing and disposing of waste on the biobank site.</p>	Every 6 months

2 Reporting requirements – annual report

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

The annual report submitted after the first anniversary of the first payment date must also include the period between the last anniversary of commencement date and the first payment date.
- 2.3 The annual report for the report period must be supplied to the Chief Executive by registered post not later than 30 days after the end of each reporting period.
- 2.4 If there is a change in land ownership during a reporting period, each landowner must submit the annual report required under items 1.2, 1.3 and 1.4 of this Annexure D for the period for which they were the landowner.
- 2.5 The annual report must:
 - 2.5.1 contain the results of any monitoring, inspections or surveys required in Annexure C
 - 2.5.2 contain the results of the inspections required to be conducted by item 1.2 of this annexure D, including details of the date, time, location and nature of the inspection, the name of the person conducting the inspection and observations from the inspection

2.5.3 include the photographs taken at the photo points listed in Annexure D

2.5.4 include any other information required in the annual reporting template.

Annual reporting template

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

Biodiversity Banking and Offsets Scheme
ID number BA352

Biobanking agreement

8	Erosion control						
9	Retention of rocks						
10	Control of feral and overabundant native herbivores						
11	Vertebrate pest management						
12	Nutrient control						
13	Control of exotic fish species						
14	Maintenance or reintroduction of natural flow regimes						
Incident or event that has adverse effect on biodiversity values on biobank site							
Incident or event including adverse impacts (e.g. natural events)				Action taken and proposed recommended actions			
Records submitted with this report							
<input type="checkbox"/> Photographs taken at the photo points set in the biobanking agreement.							
<input type="checkbox"/> Results of the inspections required to be conducted in item 1.3 of Annexure D to the biobanking agreement.							
<input type="checkbox"/> Results of any monitoring, inspections or surveys required in Annexures C and D to the biobanking agreement.							

Signature and certification	
I hereby declare that the information supplied in this report is accurate and complies with the reporting requirements under item 2 of the Annexure D to the biobanking agreement. Note: If the land that forms the biobank site is owned by multiple persons, each landowner must sign this annual report.	
Signed	Signed
Date	Date

3 Record keeping requirements

- 3.1 The following written records and photographs must be created and retained by the landowner:
- 3.1.1 for a management action required by this agreement (other than a management action requiring the landowner to refrain from an activity), the date and location/s the management action was carried out and a description of the actions that were undertaken
 - 3.1.2 for a management action which is permitted to be carried out only in accordance with the Chief Executive's consent or approval, a copy of that consent or approval
 - 3.1.3 a copy of any management plan (or updated management plan) required by Annexure C of this agreement that has been approved by the Chief Executive, a copy of the Chief Executive's approval of the management plan (or updated management plan) and a copy of any review of a management plan required by Annexure C
 - 3.1.4 the diaries for recording actions undertaken in accordance with the management plans required by this agreement including the details (management zone/s, date, alternative action) of any minor alterations made to the implementation of those management plans and the reasons for the minor alterations
 - 3.1.5 all photographs required by item 1 of this Annexure D and the information that item requires to be recorded on the photographs
 - 3.1.6 for an inspection required by this agreement, the date, time, location and nature of the inspection, the name of the person conducting the inspection and observations from the inspection
 - 3.1.7 the results of monitoring, inspections or surveys required to be conducted by this agreement or any management plan that is required to be implemented under this agreement
 - 3.1.8 a brief description of any climatic, weather, ecological/environmental or unplanned events that have a significant adverse affect on the biodiversity values of the biobank site.
- 3.2 The landowner must retain a copy of each annual report.
- 3.3 All records required to be kept by this agreement must be:
- 3.3.1 in a legible form, or in a form that can readily be reduced to a legible form (this includes photographs taken as part of this agreement);
 - 3.3.2 kept for at least 10 years after the event to which they relate took place, unless specified otherwise; and
- Note: item 1.1 of this Annexure D requires the photographs required to be taken under that item to be retained for the life of this agreement.
- 3.3.3 produced to any authorised officer on request by an authorised officer.

Annexure E: Payment schedule

Note:

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

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

If you are not carrying on an enterprise by participating in the BioBanking Scheme, GST will not apply to you – but Capital Gains Tax and income tax may still apply. In this case, do not indicate an ABN in item 1.1 below.

If you do not meet the monetary threshold, but you are carrying on an enterprise by participating in the BioBanking Scheme, you are still entitled to register for GST if you wish and you may indicate a registered ABN in item 1.1 below.

1 Agreement to issue recipient created tax invoices

- 1.1 The parties acknowledge that, if the landowner is registered for GST, recipient created tax invoices will be issued from the BioBanking Trust Fund (Australian Business Number 83 639 386 285) to the landowner (Australian Business Number 14 472 131 473).
- 1.2 The recipient created tax invoices will be for the supply by the landowner of the landowner's obligation to carry out the management actions as defined in this agreement ('the supplies'). These management actions are specified between the landowner and the Minister administering the Act, pursuant to Part 7A Division 2 of the Act.
- 1.3 The recipient created tax invoices will be issued on payment of the management payments as specified in item 2 of this Annexure E.
- 1.4 Under this recipient created tax invoice agreement, the landowner guarantees that the landowner will not issue any tax invoice for the supplies.
- 1.5 The landowner will notify the BioBanking Trust Fund immediately should the landowner cease to be registered for GST.
- 1.6 The BioBanking Trust Fund is registered for GST and the Minister will notify the landowner immediately should the fund cease to be registered.

2 Payment timing and amount

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

- 2.3 The amount of the scheduled management payment for each year is as set out in the payment schedules.
- 2.4 Each amount is listed in the present value and is inclusive of GST for GST registered landowners and will be increased in accordance with the formula below:

In respect of indexation by CPI the following applies:

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

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

Where:

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

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

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

C is the CPI for the June Quarter 2018

2.5 Payment schedules

Payment schedule (including GST)	
Payment timing	Amount
At the beginning of the first year	\$ 26,400
At the beginning of the second year	\$ 17,875
At the beginning of the third year	\$ 12,925
At the beginning of the fourth year	\$ 7,645
At the beginning of the fifth year	\$ 7,975
At the beginning of the sixth year	\$ 11,055
At the beginning of the seventh year	\$ 6,765
At the beginning of the eighth year	\$ 6,435
At the beginning of the ninth year	\$ 6,765
At the beginning of the tenth year	\$ 6,600
At the beginning of the eleventh year	\$ 6,435
At the beginning of the twelfth year	\$ 11,055
At the beginning of the thirteenth year	\$ 6,435

At the beginning of the fourteenth year	\$ 6,435
At the beginning of the fifteenth year	\$ 6,435
At the beginning of the sixteenth year	\$ 6,435
At the beginning of the seventeenth year	\$ 6,435
At the beginning of the eighteenth year	\$ 6,435
At the beginning of the nineteenth year	\$ 7,755
At the beginning of the twentieth year	\$ 6,600
At the beginning of each following year	Amount equal to the sum of the in-perpetuity management cost that apply for each following year as determined by the table of in perpetuity costs below.

In perpetuity management costs (on and from the twenty-first year) (excluding GST and subject to rate of return)		
Description of ongoing management action	Frequency	Amount (\$)
Fence/gate maintenance	The twenty second year and every year thereafter	450
Weed control	The twenty fourth year and every year thereafter	2,700
Removal of rubbish and human disturbance	The twenty first year and every two years thereafter	900
Weed management plan review	The twenty first year and every six years thereafter	1,200
Vertebrate pest control	The twenty first year and every two years thereafter	900
Project management/landowner reporting and monitoring	The twenty sixth year and every year thereafter	1,800
Biobank sign replacement	The thirtieth year and every ten years thereafter	150
Annual reporting fee	The twenty first year and every year thereafter	1,500
Total present value of payments after 20 years (incl. GST)		\$98,943
Total present value of payments after 20 years (excl. GST)		\$89,948

3 Nominated bank account

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

4 Annual contribution

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