



**BioBanking agreement
ID number: 315**

**Under the
Threatened Species Conservation Act 1995**

for

**EJCI Box Hill Pty Limited
for
Boundary Road Biobank Site
Lot 100 in Deposited Plan number 1229914**



**Office of
Environment
& Heritage**

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

This agreement made on the 23rd day of March 2018 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 EJCI Box Hill Pty Limited (ABN 36 604 981 286) ('the landowner') of 642 Great Western Highway Pendle Hill NSW 2145 on the other part.

Background

- A The landowner is the owner of that parcel being Lot 100, Deposited Plan number 1229914, Parish of Nelson, County of Cumberland, known as Boundary Road 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; Boundary Road biobank*. The biobank site covered by this agreement consists of approximately 4.43 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.
- K Under section 127L of the Act, any person may bring proceedings in the Land and Environment Court for an order to remedy or restrain a breach of this agreement. Among other things, the Minister may ask the Court to award damages against the landowner for certain breaches of this agreement.
- L The Minister may, by order under section 127N of the Act, direct the landowner to carry out at their cost such work or actions as the Minister considers necessary to rectify any breach of this agreement. If the landowner does not comply with the order, the Minister may enter the land and cause the work or actions set out in the order to be carried out and may recover the costs of complying with the order from the landowner.
- M Where a person contravenes this agreement, the Minister may apply to the Land and Environment Court under section 127O of the Act for an order that the land be conveyed or transferred to the Minister or to another person or body nominated by the Minister.



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; Boundary Road biobank* dated 16/03/2017 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' has the same meaning as in section 4 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

'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; Boundary Road biobank* dated 11/12/2017 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
Note: 'development' and 'activity' (which is part of the definition of 'development' for the purposes of this agreement) are defined in the <i>Environmental Planning and Assessment Act 1979</i> .	
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
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
The construction of fencing for the purpose of controlling access onto the biobank site.	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 human activity reasonably considered necessary to remove or reduce an imminent risk of serious personal injury or damage to property.	All zones
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	All zones




Permissible human activities on the biobank site	
Description of human activities	Management zone/s
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.	
Any activity required to undertake permissible development.	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 \$518,092 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 OEHL for the purpose of carrying out research or monitoring in relation to the biodiversity values on the biobank site for which biodiversity credits have been created under this agreement, but only where the person has given reasonable notice to the landowner and the landowner's agent, lessee or licensee, of the intention to enter the biobank site for that purpose and the nature of the research or monitoring that will be conducted. In exercising its right of access under this clause, the Minister, the Chief Executive, an authorised officer or an officer of OEHL must ensure that such access does not:

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

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- 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:

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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 OEH 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 OEH 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	Biodiversity Conservation Trust PO Box A290 SYDNEY SOUTH NSW 1232
Fax	(02) 9995 6795
Attention (nominated officer)	Manager, Agreements and Technical Services, Biodiversity Conservation Trust

Landowner

Address	642 Great Western Highway Pendle Hill NSW 2145
Fax	(02) 9842 1059
Attention	Jacqueline Bowie

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 OEH advising of the new officer (or title of an office) and address to which such documents, information or notification may be sent.

21.3 For the avoidance of doubt, this clause does not fetter the Minister or 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

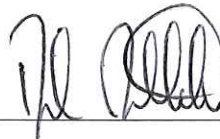
Annexure E Payment schedules



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

23/3/18


Witness signature

Date

23/3/18

Witness name

Mayanne Price

Witness address

1/211 Wilson Street Newtown
NSW, 2042

Signed by the landowner/s or director/s



George Tsekouras signature

Director

Date

22.3.2018

In the presence of



John Camilleri signature

Director

Date

22.3.18

In the presence of


Witness signature

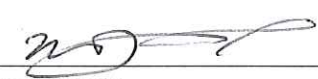
Date 22/3/18

Witness name MATTHEW JAMES SCARD

Witness address

642 GREAT WESTERN HIGHWAY
PENDLE HILL NSW 2145

Seal (if signing under seal):


Witness signature

Date 22/3/18

Witness name MATTHEW JAMES SCARD

Witness address

642 GREAT WESTERN HIGHWAY
PENDLE HILL NSW 2145

Annexure A: Maps of biobank site

Figure 1 Biobank site boundary; Boundary Road biobank (16/03/2017)

Figure 2 Vegetation zones; Boundary Road biobank (16/10/2015)

Figure 3 Management zones; Boundary Road biobank (11/12/2017)

Figure 4 Photo monitoring points; Boundary Road biobank (22/02/2017)

Figure 5 Weed control; Boundary Road biobank (22/02/2017)

Figure 6 Supplementary planting; Boundary Road biobank (22/02/2017)

Figure 7 Fire management; Boundary Road biobank (08/12/2017)

Figure 8 Management of human disturbance; Boundary Road biobank (22/02/2017)



Figure 1 Biobank site boundary; Boundary Road biobank



Figure 2 Vegetation zones; Boundary Road biobank

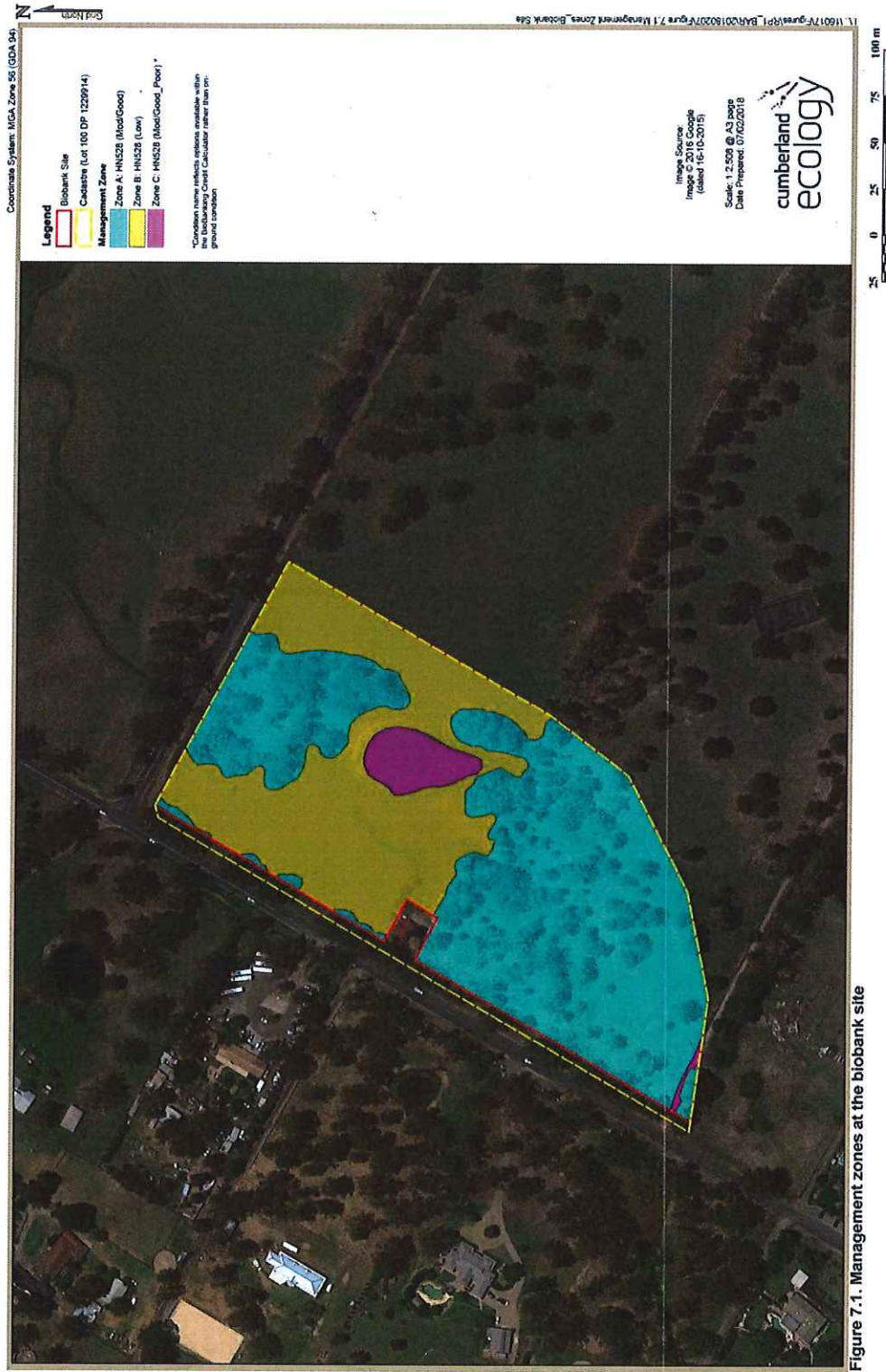


Figure 3 Management zones; Boundary Road biobank



Figure 4 Photo monitoring points; Boundary Road biobank





Figure 4. Supplementary planting at the biobank site

Figure 6 Supplementary planting; Boundary Road biobank

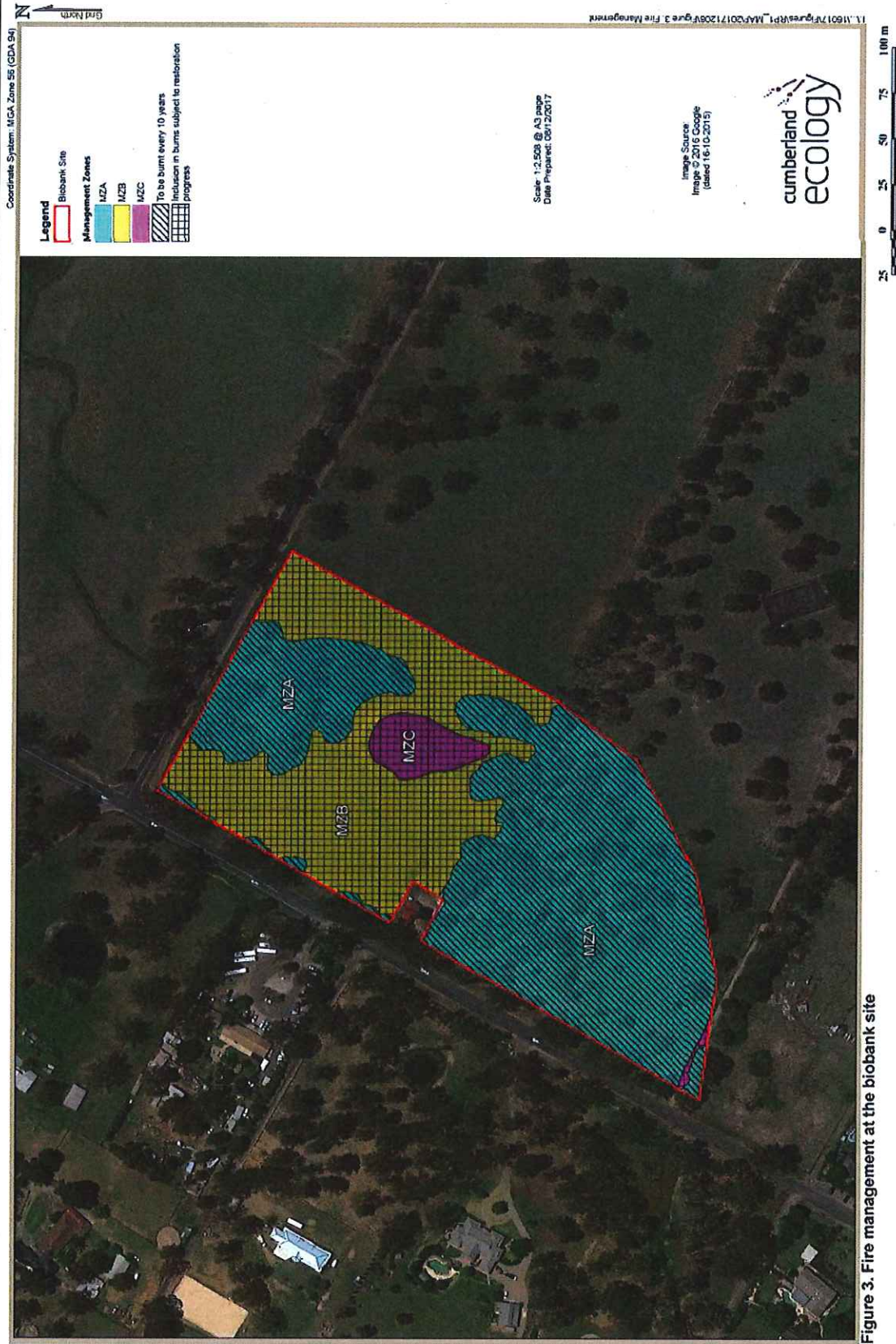


Figure 3. Fire management at the biobank site

Figure 7 Fire management; Boundary Road biobank



Figure 1. Management of human disturbance at the biobank site

Figure 8 Management of human disturbance; Boundary Road biobank

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: 11/12/2017

Time: 1:33:38PM

Calculator version: v4.0

Biobank details

Proposal ID: 0057/2016/3593B
Proposal name: Boundary Road Biobank Site
Proposal address: 207-217 Boundary Road Maraylya NSW 2765

Proponent name: Cumberland Ecology
Proponent address: PO Box 2474 Epping NSW 2121
Proponent phone: 0298681933

Assessor name: David Robertson
Assessor address: PO BOX 2474 Carlingford Court NSW 2118
Assessor phone: 02 9868 1933
Assessor accreditation: 0057

Additional information required for approval:

- ☐ Use of local benchmark
- ☐ Expert report...
- ☐ Request for additional gain in site value

Ecosystem credits summary

Plant Community type	Area (ha)	Credits created
Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin Bioregion	4.43	45.00
Total	4.43	45

Credit profiles

1. Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin Bioregion, (HN528)

Number of ecosystem credits created	33
IBRA sub-region	Cumberland - Hawkesbury/Nepean

2. Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin Bioregion, (HN528)

Number of ecosystem credits created	12
IBRA sub-region	Cumberland - Hawkesbury/Nepean

Species credits summary

Additional management actions

Additional management actions are required for:

Vegetation type or threatened species	Management action details
Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin Bioregion	Exclude commercial apiaries
Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin Bioregion	Exclude miscellaneous feral species
Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin Bioregion	Feral and/or over-abundant native herbivore control
Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin Bioregion	Fox control
Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, 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

Standard management actions		
Item 1	Management of grazing for conservation	Timing
1.1	<p>Stock must not be permitted to graze in any area of the biobank site.</p> <p>All existing fencing at the biobank site is to be removed. New fencing is to be constructed using fauna friendly chain mesh fencing at a minimum of 180cm high to prevent grazing as well as human disturbance as per the fencing requirements shown in Figure 8.</p> <p>Northern and Western boundary fences to be installed under Interim Management Plan prepared to fulfil Commonwealth Conditions.</p>	<p>Eastern and Southern Boundary Fences to be installed from first payment date</p> <p>Maintenance of fencing ongoing from first payment date.</p>
1.2	This item is not applicable	
1.3	This item is not applicable	
1.4	If, at any time, the landowner observes stock in any area of the biobank site, the landowner must take necessary measures to remove the stock from the area immediately.	Ongoing from commencement date.
Item 2	Weed control	Timing
2.1	<p>Figure 5 provides a weed control plan of the biobank site</p> <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</p>	Ongoing from first payment date.

	<p>required.</p> <p>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 • 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. 	
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Item 3	Management of fire for conservation	Timing
3.1	<p>Figure 7 provides a management of fire for conservation plan of the biobank site</p> <p>The landowner must implement, and at all relevant times, comply with the fire management plan included in Section 3 (or such updated fire management plan as has been approved by the 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.</p>	Ongoing from commencement date.
3.2	<p>The fire management plan must be reviewed at intervals of no less than 5 years and no more than 10 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</p>	Ongoing from first payment date.




	<p>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 • 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>No specific areas of waste are identified within the Biobank Site.</p> <p>The dam present on the Biobank site is to be decommissioned under the Commonwealth Interim Management Plan prior to establishment of Biobank Site and does not form part of the management actions for the Biobank Site. The dam has been indicated on Figure 8 for location purposes only.</p>	Not applicable.

	All waste associated with the dam decommissioning will be removed from the Biobank site.	
4.4	The landowner must not store, dispose of, or cause or permit to be disposed of, any waste on the biobank site. 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> .	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	Fencing and signage must be installed and maintained to deter human disturbance including waste dumping. Signage must be the BioBanking signs available from the OEH. Specific requirements: Fencing is required around the perimeter of the biobank site as shown in Figure 8 . Signage is to be installed at four locations around the perimeter as shown in Figure 8 , and a gate (with signage) is to be installed to allow access for bush regenerator contractors during management.	Within 3 months of first payment date



Item 5	Retention of regrowth and remnant native vegetation 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.	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	<p>Figure 6 provides a supplementary planting plan of the biobank site</p> <p>The landowner must undertake planting or seeding of the native shrub/tree species indicated in the planting schedule for the biobank site as set out in item 6.6 below ('the planting schedule') in the areas of planting and within the timeframe indicated in the planting schedule.</p> <p>If the landowner cannot complete the planting within the timeframe indicated in the planting schedule due to local weather conditions, the landowner must complete the planting as soon as possible after that date and must make a record of and retain the reasons why the planting was not completed by the required time.</p> <p>Appropriate site treatment (e.g. weed control) of each area of planting or seeding identified in the planting schedule must be undertaken prior to such planting. Weed control is to be undertaken as described in item 2 and the weed management plan.</p> <p>Specific requirements:</p> <p>The site must be prepared prior to planting of tubestock and is to include the following:</p> <ul style="list-style-type: none"> • Initial and ongoing control of weeds and competing grasses using bushland regeneration techniques and conventional best practice chemical and physical strategies; • Treatment of soils within each planted tube stock plant hole with a plant establishment aid that contains a mix of materials such as slow and quick release fertilisers, water holding crystals, rooting hormones and wetting agents, (i.e. products 	Commencing within 6 months from first payment date.




	<p>such as Terra Cotten by TC Advantage Pty Ltd or Sure Start by Barmac). These agents assist in establishing newly installed plants and can reduce establishment watering resources by up to 50%;</p> <ul style="list-style-type: none"> • Planting suitable propagated cell-grown seedlings from locally sourced seed, using specified techniques, using hand planting or mechanical planting techniques. Species composition is out according to the planting schedule shown in 6.6 • Stabilising soils and suppressing weeds around individual reconstruction plantings using products, such as 40 cm square jute fibre mats or clean straw (straw recycled from slashing the Pasture Precinct is recommended) or woodchip leaf mulch to a 50 cm diameter and 75 mm depth; • Protecting individual tree and shrub plantings with a tree guard from feral animal grazing, frost and maintenance herbicide spraying overspray. Bamboo stakes 3 x 10-12 mm x 750 mm and 1 x 350 mm x 450 mm plastic tree guards are suitable for this purpose; and • Maintaining reconstruction treatments (including watering, weeding, replacing dead plant material and repairing / replacing weed mat/mulch), as a part of an ongoing maintenance programme. <p>The Landholder must ensure all seeding and planting for each strata within relevant management zones is undertaken at the densities prescribed below:</p> <ul style="list-style-type: none"> – Canopy trees @ 1 unit / 16 m²; and – Shrubs @ 1 unit / 10 m². <p>Based on the total area for replanting (17,400m²) and recommended densities, a total tubestock of 1,100 trees (rounded up) and 1,800 shrubs (rounded up) is required. The final number of required plants (2910) has been rounded up to 3000 individuals (as required in Section 6.6 below).</p> <p>Trees and shrubs should be planted unevenly in patches to mimic natural distribution. Planting of trees and shrubs should be avoided within 10 metres of existing canopy trees or in areas where natural regeneration of native trees and shrubs is occurring.</p> <p>Groundcover species are not required to be planted as they are expected to naturally regenerate within the biobank site.</p> <p>Quantities set out for each species in item 6.6 are average quantities across the area shown as the supplementary planting area in Figure 6. Variations on the quantity of each species are permitted after the Landholder has achieved the minimum density and species diversity described above.</p>	
6.2	Areas of planting or seeding as set out in the planting schedule must be protected from grazing.	Ongoing from the completion of planting in each area of replanting.
6.3	The landowner must survey each area of planting or seeding established under item 6.1 above and document them to determine whether the planted plants or seeds have established and survived, and retain the findings in accordance with the record keeping requirements.	Conduct the first survey 6 months after the completion of planting or seeding in each area of planting or

	If, after the first survey or subsequent surveys, the establishment and survival rate of plants in an area of planting or seeding are below those usual for the species and region, the landowner must supplement the planting in the adversely affected areas within a reasonable timeframe (within 4 months, though this can be varied and recorded in a diary with reasons for variation, if the weather is unsatisfactory for the establishment and survival of plants or seeds).	seeding, and then every 12 months thereafter.
6.4	Areas of planting and seeding must be managed as required to assist the establishment and survival of native plant species. Management includes watering, slashing, scalping, spraying of weeds, and plant replacement at strategic times of the year to control weeds to improve biodiversity values. The dates of planting must be recorded in accordance with the record keeping requirements set out in Annexure D.	As required, from the date that planting or seeding areas are established.
6.5	Seeds and plants used for planting and seeding must be obtained from locally collected provenances.	As required (from commencement date if relevant to prepare for future planting).

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
Trees					
Narrow-leaved Ironbark	<i>Eucalyptus crebra</i>	MZB, MZC	370	Tubestock	Year 2
Grey Box	<i>Eucalyptus moluccana</i>	MZB, MZC	370	Tubestock	Year 2
Forest Red Gum	<i>Eucalyptus tereticornis</i>	MZB, MZC	370	Tubestock	Year 2
Shrubs					
Hickory Wattle	<i>Acacia implexa</i>	MZB, MZC	180	Tubestock	Year 2
Creeping Bossiaea	<i>Bossiaea prostrata</i>	MZB, MZC	180	Tubestock	Year 2
Blackthorn	<i>Bursaria spinosa</i>	MZB, MZC	180	Tubestock	Year 2
Eastern Flame Pea	<i>Chorizema parviflorum</i>	MZB, MZC	180	Tubestock	Year 2
Gorse Bitter Pea	<i>Daviesia ulicifolia</i>	MZB, MZC	180	Tubestock	Year 2
	<i>Dillwynia sieberi</i>	MZB, MZC	180	Tubestock	Year 2
Winter Apple	<i>Eremophila debilis</i>	MZB, MZC	180	Tubestock	Year 2
Australian Indigo	<i>Indigofera australis</i>	MZB, MZC	180	Tubestock	Year 2
	<i>Pultenaea microphylla</i>	MZB, MZC	180	Tubestock	Year 2
Native Raspberry	<i>Rubus parvifolius</i>	MZB, MZC	180	Tubestock	Year 2

Item 7	Retention of dead timber	Timing
7.1	Dead timber (whether standing or fallen and including branches and leaf litter) must not be removed from or moved within the biobank site. Dead timber must not be used for fencing repair.	Ongoing from commencement date.
7.2	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. 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). Specific requirements: All timber brought onto the biobank site must be placed within management zones B and C	Ongoing from commencement date.
Item 8	Erosion control	Timing
8.1	All reasonable steps must be undertaken to prevent, control and remedy erosion on the biobank site. 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.	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 – Red Fox	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	This item is not applicable.	
Item 13	Control of exotic fish species	Timing
13.1	This item is not applicable.	
Item 14	Maintenance or reintroduction of natural flow regimes	Timing
14.1	This item is not applicable.	
Item 15	Exclude commercial apiaries	Timing
15.1	Commercial apiaries must not be allowed within any area of the biobank site.	Ongoing from commencement date.
15.2.	If, at any time, the landowner observes apiaries in any area of the biobank site, the landowner must take necessary measures to remove the apiaries from the area immediately.	
Item 16	Slashing	Timing
16.1	The area shown as the supplementary planting area in Figure 6 . may be slashed for the purposes of site preparation as described within item 6.1.	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	Blackberry	<i>Rubus fruticosus</i>	Isolated occurrences across all zones. Confined to small patches.	All Zones
B	African Boxthorn	<i>Lycium ferocissimum</i>	Isolated occurrences across all zones. Confined to small patches.	All Zones
C	Apple of Sodom	<i>Solanum linnaeanum</i>	Isolated occurrences across all zones. Confined to small patches.	All Zones
D	Bridal Creeper	<i>Asparagus asparagoides</i>	Isolated occurrences across all zones.	All Zones
E	St John's Wort	<i>Hypericum perforatum</i>	Isolated occurrences across all zones.	All Zones
F	Fireweed	<i>Senecio madagascariensis</i>	Isolated occurrences across all zones	All Zones
G	Spear Thistle	<i>Cirsium vulgare</i>	Prevalent in grassland but present within all zones.	All Zones
H	Couch	<i>Cynodon dactylon</i>	60% cover across zones A and B.	All Zones

Methods of weed control

Management zone/s	Weed/s	Method of weed control	Frequency
All Zones	All Weeds	Hand weed, spot spray with Glyphosate 10ml/L	Minimum four days per

			<p>year for the first three years.</p> <p>Minimum two days per year ongoing or more if required to control weeds.</p>
All Zones	A	<p>- It is possible to spray with 10mL/1L Glyphosate however it will leave dangerous thorned stems</p> <p>- Wearing thick clothing and leather glove and use of loppers to cut close to base and apply undiluted Glyphosate to cut stems (remove cut foliage and stems cautiously)</p> <p>- Spray regrowth foliage with Glyphosate 10mL/1L</p>	<p>Minimum four days per year for the first three years.</p> <p>Minimum two days per year ongoing or more if required to control weeds.</p>
All Zones	B	<p>- Heavy PPE such as leather gloves, and caution should be used when working with this plant due to the presence of large thorns - Juvenile individuals can be hand weeded</p> <p>- Mature individuals should be cut at the base with a hand saw and undiluted Glyphosate painted on to the cut stump surface</p> <p>- Alternatively for large individuals a power drill can be used to drill holes 5 cm apart which should be filled with undiluted Glyphosate</p>	<p>Minimum four days per year for the first three years.</p> <p>Minimum two days per year ongoing or more if required to control weeds.</p>
All Zones	D	<p>- Dig out with hand tools - Care needs to be taken to remove all tuberous masses and rhizomes. Tuberous masses need soil excavation around and careful levering with hand tools to remove without leaving plant material behind to re-sprout.</p> <p>- July-September - Spray foliage with Glyphosate 10mL/1L + surfactant</p> <p>- May to June - Spray foliage with metsulfuron methyl (e.g. Brush Off) 5g/100L + non-ionic surfactant</p>	<p>Minimum four days per year for the first three years.</p> <p>Minimum two days per year ongoing or more if required to control weeds.</p>
All Zones	H	<p>- Hand Weed - Spot Spray with Glyphosate 10mL/1L</p> <p>- May require monthly treatment of regrowth individuals for up to six months</p>	<p>Minimum four days per year for the first three years.</p> <p>Minimum two days per</p>

			year ongoing or more if required to control weeds.
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
Zones B and C	Planting required as specified at item 6.6		Year 2
Monitoring and inspections of existing and new weeds			
Management zone/s	Weed/s	Method of monitoring	Date/s required
All zones	All	<p>Photopoints will be used in conjunction with the weed management monitoring log, to be completed by the landowner annually.</p> <p>One photopoint will be set up at each location identified in Annexure D to monitor weed management actions.</p> <p>Each photopoint will be established at the commencement of the BioBanking Agreement and will involve four photographs orientated at 0, 90, 180, and 270 degrees to north. The photopoint will be fixed between years and marked with a GPS.</p>	Every 6 months for the life of the Agreement
All zones	All	<p>In addition to photopoints, the landholder is to conduct a survey to identify the locations of existing weed locations at the biobank site, and present the data on a map within the annual biobank site report (the weed map). The weed map is to identify the locations of weeds A-J listed within this Management Action Plan to show the area surveyed.</p> <p>Baseline data for weed occurrence is presented in Figure 2 of this Management Action Plan (MAP) prior to implementation of control measures. Intensive weed control will no longer be required upon an 80% reduction in the occurrence of weeds from baseline data.</p>	Every 6 months for the life of the Agreement
All zones	All	<p>The landowner is to establish and collect flora quadrat data within each management zone to detect changes in the vegetation condition under the guidance of this MAP.</p> <p>The flora quadrats (stratified to meet minimum quadrat number for the area of the vegetation zone under the BioBanking Assessment Methodology (OEH, 2014). The quadrats will consist of 20m x 20m flora plots to allow for robust comparisons between the baseline BioBanking survey data and ongoing monitoring data. A species list, incorporating all species recorded in the quadrats as well as additional species recorded during random meanders,</p>	Every 5 years

		<p>should be maintained to determine the effectiveness of the MAP.</p> <p>Permanent monitoring plots are to be permanently marked using four (4) star pickets to delineate each corner of the monitoring plot.</p>	
Other weed management activities (where required)			
No additional weed management required			

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

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




Fire for conservation management plan

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

The ecological fire requirements for each vegetation type or threatened species on the biobank site are listed in the 'Fire requirements for vegetation types and threatened species' table. These are the fire frequency intervals recommended for the vegetation types and threatened species present on the biobank site. They include any requirement adjustments to the schedule in the event of a wildfire or activities undertaken under the *Rural Fires Act (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
N/A	Previous burn history of the biobank site is unknown	All Zones

Fire requirements for vegetation types and threatened species

Vegetation type and/or threatened species	Fire frequency required	Time of year for burning	Fire intensity required	Adjustment required due to wildfires or RFA activities
Cumberland Shale Plains Woodland (HN528): Grey Box - Forest Red Gum grassy woodland on flats of the Cumberland Plain, Sydney Basin	Avoid fires at intervals less than 5 years. Avoid fire exclusion greater than 12 years.	Preferably in autumn (March – May) to reduce risk of heat sink and fatality of species	Low intensity burn recommended given proximity to housing and infrastructure	Adjust timing of planned ecological burns to ensure minimum required interval is maintained in any part of this vegetation type affected by a wildfire, arson or prescribed burn

Ecological burning actions

Management zone/s	Actions	Supervision & extinguishing techniques	Time of year for burning	Frequency (years)
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A	Consult local RFS, Local Land Services (LLS), and the local Council for Bush Fire Hazard Reduction Certificate prior to lighting fires.	RFS to be present for protection and advice. Asset protection zones to be installed.	Autumn (March – May)	After the tenth year of existence of the biobank site and then at intervals of 10 years.
A	RFS to be consulted prior to burn to determine appropriate fire plan. RFS to be contacted 6-12 months prior to planned burn to request the burn be logged onto RFS BRIMMS site as an ecological burn.			
B, C	Highly weed infested areas on the biobank site have been temporarily excluded from the fire compartments. The inclusion of these areas in future prescribed burns will be considered once their restoration has progressed to a stage where burning will be beneficial. This will be assessed as part of the 5 yearly review of the fire management plan	RFS to be present for protection and advice. Asset protection zones and containment lines to be installed where required	Autumn (March – May)	To be determined following progress of restoration. At 10 year intervals once ecological burns commence

Methods for monitoring the outcomes of ecological burns

Management zone/s	Method of monitoring	Date/s required
A	Visual audit and photographic monitoring	Within 3 months of completion of each
A	Condition mapping by suitably qualified professional of flora and fauna habitat to assess ecological condition	Within 3 months of completion of each
B	Visual audit and photographic monitoring	Within 3 months of completion of burn
B	Condition mapping by suitably qualified professional of flora and fauna habitat to assess ecological condition	Within 3 months of completion of burn
C	Visual audit and photographic monitoring	Within 3 months of

		completion of burn
C	Condition mapping by suitably qualified professional of flora and fauna habitat to assess ecological condition	Within 3 months of completion of burn
All Zones	Recollection of flora quadrat data as per the Weed Management Plan	Within 6 months of the date of the burn

Other fire management activities (where required)

Establishment of fire containment lines: Construction and/or maintenance of fire containment lines should be conducted as required to enable the safe and effective burning in a mosaic fashion in accordance with the fire management plan. Areas containing threatened species will be avoided when constructing fire containment lines.

Threatened species surveys: Opportunistic surveys for threatened flora and fauna should be conducted across each proposed burn compartment prior to burning. Any threatened flora and identified habitat for threatened fauna (for example trees with large hollows etc) to be tagged and excluded from burns

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)

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Section 4: Additional management plans

Management plan to control feral and overabundant native herbivores

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

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

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

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

Feral and overabundant native herbivores

Feral type	Name of feral/overabundant native herbivore	Description of extent	Management zone/s
A	Rabbit	Scats observed in abundance across the biobank site.	All zones

Methods considered

Feral type	Name and description of program or method	Describe suitability
A	Methods considered for control of rabbits includes: <ul style="list-style-type: none"> • Baiting programs; • Gassing of warrens; and • Trapping programs. 	All methods deemed suitable at the biobank site.

Methods of control

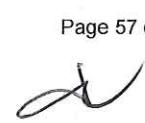
Management zone/s	Feral type	Method of control	Frequency and timing
All	A	Baiting is considered the most appropriate at the biobank site. Baiting using Pindone must be done in accordance with the Pesticide Control (Pindone Products) Order 2010. Shooting is not considered appropriate.	Ongoing

		No warrens were located within the biobank site, however gassing of warrens would also be appropriate if warrens are detected.	
Monitoring and inspections			
Management zone/s	Feral type/s	Method of monitoring	Date/s required
All	A	<p>Monitoring surveys to be conducted at random locations within each monitoring zone. Two 15 minute random meanders will be undertaken through each management zone to score rabbit abundance via evidence of faeces using the Rapid Assessment Technique (Cooke 2008).</p> <p>Baiting and/or shooting programs are to be initiated once rabbit abundance across the biobank site reaches an unacceptable level and is found to be having a significant impact upon vegetation regeneration in any management zone and/or is prescribed following annual OEH audits of the biobank site.</p>	Annually
Other management activities (where required)			
No additional management actions required			

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

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





Vertebrate pest management plan

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

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

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

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

Vertebrate pests

Pest	Name of vertebrate pest (e.g. pig, fox, goat, dog)	Description of extent	Management zone/s
B	Fox	Known to occur across the biobank site. Faeces observed frequently across all zones.	All zones

Methods considered

Pest type	Name and description of program or method	Describe suitability
B	Methods considered for the control of vertebrate pests include (OEH 2001)): <ul style="list-style-type: none"> Baiting; and Active Shooting 	Baiting is considered most suitable method for the site. Active shooting is not considered suitable due to the proximity to houses

Methods of control

Management zone/s	Pest type	Method of control	Frequency and timing
All	B	If required, baiting using 1080 laced baits buried at 200-500 m intervals along tracks within the biobank site in accordance with the NSW Fox Threat abatement plan (2010) to protect native wildlife.	Ongoing

Monitoring and inspections of existing and new vertebrate pests			
Management zone/s	Pest type/s	Method of monitoring	Date/s required
All	A, B	<p>All sightings of feral animals to be recorded by the landholder and maintained in a log. Data to be recorded includes:</p> <ul style="list-style-type: none"> • Date; • Location; • Management zone; • Species; • Number of individuals; and • Damage. 	<p>Ongoing.</p> <p>Log of vertebrate pests to be submitted to OEH annually.</p>
All	A, B	A minimum of two annual spotlight surveys on foot noting numbers of vertebrate pests observed. Survey can be conducted by the landholder.	Ongoing

Template for reporting of monitoring activities			
Management zone/s	Date	<p>Current level of impact on vegetation or threatened fauna species</p> <p>This column must record impact as Negligible, Minimal, Moderate or High</p>	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 plots and photo points' within 12 months of the commencement date and then at least every 12 months thereafter. The photo points are identified on the map entitled **Figure 4 Photo monitoring points; Boundary Road biobank** 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: MGA Zone 56 (GDA 94)			
Photo point reference	Easting	Northing	Direction of photo (magnetic degrees)
PP1	305640.5	6278840	0, 90, 180, 270
PP2	305530.6	6278659	0, 90, 180, 270
PP3	305572.1	6278808	0, 90, 180, 270
PP4	305689.5	6278811	0, 90, 180, 270
PP5	305611.3	6278738	0, 90, 180, 270
PP6	305431.5	6278604	0, 90, 180, 270

- 1.2 In addition to the annual photopoint monitoring, plot-based data will be collected to monitor the vegetation condition of the biobank site at intervals of five years, commencing at year 1.
- 1.3 The landowner is to establish and collect flora quadrat plots within each management zone to detect changes in the vegetation condition under the guidance of this MAP. The flora quadrats (stratified to meet minimum quadrat number for the area of the vegetation zone under the BioBanking Assessment Methodology (OEH, 2014)). The quadrats will consist of 20m x 20m flora plots to allow for robust comparisons between the baseline BioBanking survey data and ongoing monitoring data. A species list, incorporating all species recorded in the quadrats as well as additional species recorded during random meanders, should be maintained to determine the effectiveness of the MAP.

- 1.4 Permanent monitoring plots are to be permanently marked using four (4) star pickets to delineate each corner of the monitoring plot. The location of permanent monitoring points are to be determined within 12 months of establishment of the biobank site.

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 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 	Every 12 months
Records of any human disturbance on the biobank site. Note: items 4.1 and 4.2 in Section 1 of Annexure C and clause 2 of this agreement place restrictions on human activities on the biobank site.	Every 6 months
Evidence of erosion. Note: item 8 in Section 1 of Annexure C contains requirements for erosion control.	Every 6 months
Evidence of waste. Note: item 4.4 in Section 1 of Annexure C contains requirements for storing and disposing of waste on the biobank site.	Every 6 months

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: Reporting date:		Name of landowner/s: 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 315


Biodiversity Banking and Offsets Scheme
ID number 315

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 36 604 981 286).
- 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	\$50,970
At the beginning of the second year	\$36,670
At the beginning of the third year	\$19,867
At the beginning of the fourth year	\$14,917
At the beginning of the fifth year	\$18,217
At the beginning of the sixth year	\$16,705
At the beginning of the seventh year	\$12,470
At the beginning of the eighth year	\$13,020
At the beginning of the ninth year	\$12,470
At the beginning of the tenth year	\$29,520
At the beginning of the eleventh year	\$16,155
At the beginning of the twelfth year	\$13,020

At the beginning of the thirteenth year	\$12,470
At the beginning of the fourteenth year	\$13,020
At the beginning of the fifteenth year	\$16,320
At the beginning of the sixteenth year	\$16,705
At the beginning of the seventeenth year	\$12,470
At the beginning of the eighteenth year	\$13,020
At the beginning of the nineteenth year	\$12,470
At the beginning of the twentieth year	\$29,520
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 (\$)
Maintenance of fencing	The twenty fifth year and every five years thereafter	1,500
Replacement fencing	The twenty second year and every year thereafter	1,020
Hand weeding and spot spraying	The twenty fourth year and every year thereafter	5,000
Fire management	The thirtieth year and every ten years thereafter	3,000
Burn preparation	The thirtieth year and every ten years thereafter	1,500
Pre-burn threatened species surveys	The thirtieth year and every ten years thereafter	2,000
Post burn monitoring and weed management	The thirtieth year and every ten years thereafter	5,000
Installation of signs	The twenty first year and every five years thereafter	350
Control of feral herbivores	The twenty first year and every year thereafter	800
Control of vertebrate pests	The twenty first year and every year thereafter	516
Annual reporting fee	The twenty first year and every year	1,500

	thereafter	
Weed Management Plan Review	The twenty fifth year and every five years thereafter	500
Review of Fire Management Plan	The twenty fifth year and every five years thereafter	500
Review of planting establishment	The twenty second year and every two years thereafter	200
Review of Feral and Overabundant Native Herbivore Management Plan	The twenty fifth year and every five years thereafter	500
Review of Vertebrate Pest Management Plan	The twenty fifth year and every five years thereafter	500
Insurance	The twenty first year and every year thereafter	1,500
Annual photo monitoring	The twenty first year and every year thereafter	500
Quadrat surveys	The twenty first year and every five years thereafter	3,000
Miscellaneous Management Costs	The twenty first year and every year thereafter	2,000
Total present value of payments after 20 years (incl. GST)	\$227,749	
Total present value of payments after 20 years (excl. GST)	\$207,045	

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.

