CARING FOR OUR COUNTRY

Caring for our Country – Head Funding Deed

Commonwealth of Australia acting through the Department of the Environment, Water, Heritage and the Arts
(Commonwealth)

The State of Queensland acting through the Department of Environment and Resource Management
(Grantee)

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Caring for our Country – Head Funding Deed

Details

DATE 11th May 2010

PARTIES

Commonwealth of Australia for the purposes of this Deed, acting through the Department of the Environment, Water, Heritage and the Arts (**Commonwealth**)

Address: Department of the Environment, Water, Heritage and the Arts
GPO Box 787, CANBERRA ACT 2601

The State of Queensland for the purposes of this Deed, acting through the Department of Environment and Resource Management (Environment Protection Agency)
ABN 87 22 11 58 786 (**Grantee**)

Address: Sustainable Communities & Landscapes Division
Department of Environment & Resource Management
PO Box 15155 City East QLD 4002

BACKGROUND

A. Caring for our Country is the Australian Government's natural resource management initiative. Each Project to be undertaken by the Grantee under this Deed will help achieve the outcomes of the Caring for our Country initiative.

B. The Commonwealth has agreed to provide Funding to the Grantee to support the carrying out of each of the Projects set out in the Project Schedules to this Deed.

C. The Grantee has agreed to carry out each of the Projects in accordance with this Deed.

D. In the event that the Commonwealth agrees to fund, and the Grantee agrees to deliver, a further Project, the parties will add a new Schedule setting out the details of that Project.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 Definitions

In this Deed, unless the context indicates otherwise:

Annexure means any annexure to a Schedule to this Deed;

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Asset	means any asset (other than the Land) acquired or produced by the Grantee wholly or partly with the Funding, which has a value of over $5,000 (exclusive of GST);
Australian Accounting Standards	refers to the standards of that name maintained by the Australian Accounting Standards Board created by section 226 of the *Australian Securities and Investments Commission Act 2001* (Cth);
Bank Account	in relation to a Project, means the Grantee's bank account notified by the Grantee in writing to the Commonwealth from time to time;
Business Day	means in relation to the doing of any action in a place, any day other than a Saturday, Sunday, or public holiday in that place;
Commonwealth Material	means any Material: (a) provided by the Commonwealth to the Grantee for the purposes of this Deed; or (b) derived at any time from the Material referred to in paragraph (a), and does not include Project Material;
Communications Activities	include the following, in relation to a Project: (a) events promoting the Project; (b) media releases and interviews with or contributions to national and/or state-wide media; (c) public relations and information dissemination activities including workshops, forums and conferences; (d) display materials such as banners, posters and Project signage; (e) publications including reports, books, journal articles, case studies, information kits and fact sheets; and (f) websites including all regional web home pages;
Date of this Deed	means the date written on the Details page of this Deed, or if no date or more than one date is written there, then the date on which the Deed is signed by the last party to do so;
Date of the relevant Project Schedule	means, in relation to a Project Schedule, the date set out in that Project Schedule as the Date of the Project Schedule;
Deed	means this document and includes all Schedules and

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	Annexures;
Existing Material	in relation to a Project, means all Material in existence prior to the Date of this Deed, or the Date of the relevant Project Schedule, that is: (a) incorporated in; (b) supplied with, or as part of; or (c) required to be supplied with, or as part of, the Project Material;
Financial Report	is a financial statement certified by a Qualified Accountant;
Funding or Funds	in relation to a Project, means the amount paid or payable by the Commonwealth under this Deed as specified in Item 2 of the relevant Project Schedule, and includes Project Generated Income;
GST	has the meaning that it has in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
Intellectual Property	means all present and future rights conferred by statute, common law, equity, or any corresponding law in or in relation to any copyright, trade marks, designs, patents, circuit layouts, plant varieties, business and domain names, inventions and other results of intellectual activity in the industrial, scientific, literary or artistic fields;
Interim Management Guidelines	in relation to a Project, means a plan prioritising and scheduling actions for the management of the Land in the period prior to the development of a Plan of Management;
IUCN	means the International Union for Conservation of Nature, whose website is at www.iucn.org;
Land	in relation to a Project, means all of the land that is described in Item 4 of the relevant Project Schedule and, except where the relevant Project Schedule provides otherwise, includes the fixed assets on that land;
Management Breach	in relation to a Project, means any of the following: (a) where the Grantee fails to reserve the Land as a Protected Area in accordance with this Deed and Item 1 of the relevant Project Schedule; or (b) where the Grantee fails or ceases to manage the Land or ensure the Land is managed in accordance with this Deed and Item 1 of the relevant Project Schedule;
Material	includes documents, equipment, software, goods,

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	information and data stored by any means;
MERI	means Monitoring, Evaluation, Reporting and Improvement and includes activities undertaken to assess and report Project achievements to meet the Commonwealth's MERI strategy requirements described at http://www.nrm.gov.au (as updated from time to time by the Commonwealth);
MERI Plan	means a plan that: (a) meets the requirements of the MERI plan guidance described at http://www.nrm.gov.au (as updated from time to time by the Commonwealth); (b) sets out the activities that the Grantee will undertake for each Project to meet the Commonwealth's MERI strategy requirements described at http://www.nrm.gov.au (as updated from time to time by the Commonwealth);
Milestone	in relation to a Project, means the milestones set out in Item 2 of the relevant Project Schedule;
National Reserve System	means the program referred to in Item 1.1 of the relevant Project Schedule;
Other Contributions	means contributions towards the Project, whether financial or otherwise, set out in Item 3 of the relevant Project Schedule and which are obtained by the Grantee from persons other than the Commonwealth and, for the avoidance of doubt, includes the Grantee's own contributions;
Personnel	means a party's officers, employees, agents, contractor staff or professional advisers;
Plan of Management	in relation to a Project, means a detailed plan prioritising and scheduling management actions for the Land;
Project	means each project described in each Project Schedule;
Project Generated Income	in relation to a Project, means any interest earned on the Funding;
Project Material	in relation to a Project, means any Material: (a) created for the purpose of this Deed in connection with that Project; (b) provided or required to be provided to the Commonwealth under the relevant Project Schedule; or (c) derived at any time from the Material referred to in

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paragraphs (a) or (b);

and for the avoidance of doubt, includes the Plan of Management and the Interim Management Guidelines.

Project Objects	in relation to a Project, means the objectives that are described in Item 1.3 of the relevant Project Schedule;
Project Schedule	means a Schedule, in substantially the same format as Schedule 2 (or such other format as agreed by the parties in writing) that is added to this Deed as a Project Schedule in accordance with clause 18.2;
Project Targets	in relation to a Project, means those targets set out in the relevant Project Schedules, being the contribution that the Grantee is required to make, through the Project, to the Caring for our Country targets;
Protected Area	means a protected area in accordance with the IUCN definition of a protected area for nature conservation, as amended from time to time by the IUCN, which, at the Date of this Deed is "an area of land and/or sea especially dedicated to the protection and maintenance of biological diversity, and of natural and associated cultural resources, and managed through legal or other effective means";
Qualified Accountant	means: (a) a person who is registered as a company auditor under the *Corporations Act 2001* (Cth); or (b) a member of the Institute of Chartered Accountants in Australia or of the Australian Society of Certified Practising Accountants;
Special Condition	in relation to a Project, means a condition under that heading in the relevant Project Schedule;
Term	refers to the period described in clause 2.

1.2 Interpretation

In this Deed, unless the contrary intention appears:

(a) words importing a gender include any other gender;

(b) words in the singular include the plural and words in the plural include the singular;

(c) clause headings are for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;

(d) words importing a person include a partnership and a body whether corporate or otherwise;

(e) a reference to dollars is a reference to Australian dollars;

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(f) a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;

(g) if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;

(h) a reference to an 'Item' is a reference to an Item in the relevant Schedule;

(i) if any conflict arises between any part of the operative provisions of this Deed and:

(i) subject to clause 1.2(i)(ii) a Schedule, the operative provisions prevails to the extent of any inconsistency; or

(ii) a Special Condition in a Schedule, the Special Condition prevails to the extent of any inconsistency; and

(j) a reference to writing is a reference to any representation of words, figures or symbols, whether or not in a visible form.

1.3 Access to online documents

In the event that the Grantee cannot access any online resources referred to in this Deed, the Commonwealth will:

(a) assist the Grantee to locate the resources online; and/or

(b) if the Grantee cannot access the Internet, provide the Grantee with hardcopies of the resources,

upon the Grantee requesting assistance from the Commonwealth.

1.4 Debts under this Deed

The Grantee agrees to pay any amount owed or payable to the Commonwealth or which the Commonwealth is entitled to recover from the Grantee, under this Deed without prejudice to any other rights available to the Commonwealth under the Deed, under statute, at law or in equity, at the discretion of the Commonwealth, as a debt due to the Commonwealth by the Grantee without further proof of the debt by the Commonwealth being necessary.

2. TERM OF THE DEED

2.1 Term of Deed

The Term of this Deed commences on the Date of this Deed and, unless terminated earlier, expires on 30 June 2013 or, if applicable, the date to which the Deed is extended under clause 2.2.

2.2 Option to extend Deed

The Commonwealth may, in its absolute discretion, extend the Term of this Deed for one or more periods not exceeding 18 months in total by giving the Grantee notice in writing of the extension at least 90 days before the expiration of the Term.

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3. PROJECTS

3.1 Project Performance

The Grantee must carry out the Project:

(a) to achieve the Project Objects and the Project Targets;

(b) in accordance with the Milestones for the Project;

(c) in accordance with this Deed; and

(d) diligently, effectively and to a high standard.

3.2 Grantee to comply with directions etc

The Grantee must:

(a) liaise with and provide information, including copies of any Project Material and Existing Material, to the Commonwealth as notified by the Commonwealth;

(b) facilitate such visits by representatives of the Commonwealth as the Commonwealth reasonably requests, including for the purposes of monitoring, evaluating and reviewing the Project; and

(c) comply with any reasonable Commonwealth request or direction.

3.3 Grantee's delay

(a) Without limiting its obligations under clause 3.1, the Grantee must take all reasonable steps to minimise delay in completion of the Project.

(b) Without limiting the Commonwealth's rights, if the Grantee notifies the Commonwealth of an expected delay, the Commonwealth may, at its sole discretion:

(i) extend the timeframe for completion of the Project by written notice to the Grantee;

(ii) reduce the scope of the Project and adjust the Funding accordingly by written notice to the Grantee; or

(iii) terminate the Deed or the Project under clause 17 [Termination for fault].

3.4 Subcontracting

(a) The Grantee must not, without the Commonwealth's prior written approval, subcontract the performance of any obligations under this Deed. In giving written approval, the Commonwealth may impose such terms and conditions as it thinks fit. If the Grantee proposes to replace an approved subcontractor, the Grantee must also obtain the Commonwealth's approval for the proposed change under this clause 3.4(a).

(b) The Grantee does not require the Commonwealth's approval to subcontract the performance of any obligations under this Deed to a body

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corporate or other body or entity established and/or appointed under Queensland legislation for the purpose of managing Protected Areas.

(c) The Grantee is fully responsible for the performance of the Grantee's obligations under this Deed, regardless of whether the Grantee has subcontracted any of its obligations.

4. REVIEW

(a) The parties must review the operation of this Deed if notified, in writing, by the Commonwealth.

(b) As a result of a review under clause 4(a), the Grantee will implement any amendment the Commonwealth requires.

5. PAYMENT OF FUNDING

5.1 Payment of Funding

Subject to sufficient funds being available for the Project under the relevant program, and compliance by the Grantee with this Deed, the Commonwealth will pay the Funding for a Project to the Grantee at the times and in the manner set out in Item 2.2 of the relevant Project Schedule.

5.2 Right to suspend Funding and direct Grantee to cease spending Funding

Without limiting the Commonwealth's rights, the Commonwealth may:

(a) suspend payment of the Funding or an instalment of the Funding (whether in whole or in part) for a Project; and/or

(b) direct the Grantee to cease spending the Funding,

if, prior to the acquisition of the Land, the Commonwealth is satisfied that:

(c) the Grantee does not have the capacity to manage the Funding; or

(d) the Grantee does not have the capacity to perform the Project in accordance with this Deed.

5.3 Grantee's obligations if payment of Funding suspended

In the event that the Commonwealth suspends the payment of Funding, or an instalment of Funding, under clause 5.2, the Grantee must continue to perform the obligations to which the suspended amount relates.

5.4 No additional Funding

The Commonwealth is not responsible for the provision of additional money to meet any expenditure in excess of the Funding. The Grantee accepts responsibility for the provision of any additional funds that may be required to complete the Project.

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6. OTHER CONTRIBUTIONS

6.1 Other Contributions

(a) The Grantee must provide or obtain (as applicable) the Other Contributions for the Project, which must not include any amount that has been provided to the Grantee by the Commonwealth.

(b) The Grantee must notify the Commonwealth immediately if it does not provide or obtain (as applicable) all or part of the Other Contributions.

(c) Without limiting its rights under this Deed, if the Grantee fails to provide or obtain (as applicable) the Other Contributions, the Commonwealth may:

(i) reduce the Funding by an amount equal to the proportion that the Other Contributions bear to the total Funding for the Project; or

(ii) terminate the Deed or the Project by notice to the Grantee under clause 17 [Termination for fault].

7. MANAGEMENT OF FUNDING

7.1 Use of Funding

(a) The Grantee must only spend the Funding:

(i) for the purposes of undertaking the Project, and purposes that are incidental to the Project, for which the Funding was provided; and

(ii) otherwise in accordance with the terms and conditions of this Deed.

(b) The Grantee must not use the Funds or this Deed as security for the purpose of complying with any loan or credit arrangement.

7.2 Payment of Funding into the Bank Account

(a) All of the Funding required to be paid by the Commonwealth to the Grantee for a Project will be electronically transferred into the Bank Account.

(b) The Grantee must treat all Project Generated Income received as Funding and use for the Project.

(c) The Grantee must keep records in accordance with Australian Accounting Standards that identify receipt and expenditure of the Funding for a Project separately within the Grantee's accounting records so that at all times the Project Funding is identifiable and ascertainable.

(d) The Grantee must permit the Commonwealth or its agent or representative to have access to the Grantee's records relating to the Project and must cooperate with any audit carried out by the Commonwealth.

7.3 Repayment of Funding

(a) In the event of a Management Breach, the Grantee agrees to repay the Funds provided for the Project, to the Commonwealth within 20 Business Days of receiving a written notice from the Commonwealth to do so.

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(b) If the Grantee fails to fulfil a term of this Deed, including spending the Funding otherwise than in accordance with this Deed, the Grantee is liable, on demand by a Commonwealth representative, to repay to the Commonwealth the whole or part of the Funding already paid to the Grantee, and the Commonwealth may recover that money from the Grantee as a debt due to the Commonwealth.

(c) If the Grantee fails to spend the Funding, or part of it, on the Project in accordance with this Deed, the Grantee is, subject to paragraph (d), liable to repay to the Commonwealth the amount of unspent money and the Commonwealth may recover that money from the Grantee as a debt due to the Commonwealth.

(d) If at the end of the Term, some of the Funding has not been spent or committed that amount must be repaid to the Commonwealth, unless the Commonwealth provides written permission for all, or some of the amount to be spent in some other manner as the Commonwealth directs.

8. TAXES, DUTIES AND GOVERNMENT CHARGES

8.1 Grantee to pay taxes etc

Unless otherwise indicated, the Grantee agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Deed.

8.2 GST

(a) Unless otherwise indicated, any consideration for a supply made under this Deed is exclusive of any GST imposed on the supply.

(b) If one party (the supplier) makes a taxable supply to the other party (the recipient) under this Deed, on receipt of a tax invoice from the supplier, the recipient will pay without setoff an additional amount to the supplier equal to the GST imposed on the supply in question.

(c) No party may claim or retain from the other party any amount in relation to a supply made under this Deed for which the first party can obtain an input tax credit or decreasing adjustment.

(d) If the Commonwealth requests in writing, the Grantee must provide the Commonwealth with evidence of its GST status.

9. ASSETS

9.1 Acquisition, use and care of Assets

(a) The Grantee must not use the Funding to acquire any Asset except where the Asset is listed in the relevant Project Schedule.

(b) Where the Grantee may use the Funding to acquire an Asset, the Grantee must comply with any provisions in the relevant Project Schedule relating to the Grantee's use and care of the Assets and the disposition of the Assets.

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10. THE LAND

10.1 Management of the Land

The Grantee agrees to manage the Land (or ensure the Land is managed) in accordance with the relevant Project Schedule.

11. MONITORING, EVALUATION, REPORTING AND IMPROVEMENT (MERI)

11.1 Monitoring, Evaluation, Reporting and Improvement

The Grantee must keep proper records and undertake the MERI activities specified in Item 5 of the relevant Project Schedule to meet all of the Commonwealth's monitoring reporting and project acquittal requirements.

11.2 Grantee's obligations

(a) For each Project, the Grantee must:

(i) prepare a draft MERI Plan within 60 days of the Date of the relevant Project Schedule and submit the draft MERI Plan to the Commonwealth;

(ii) implement any amendments that the Commonwealth requires to the draft MERI Plan; and

(iii) once the Commonwealth has approved the draft MERI Plan, submit a final MERI Plan to the Commonwealth and implement the MERI Plan.

(b) The Grantee must monitor the Project activities and their contribution to Project Targets.

(c) The Grantee must submit written reports in relation to each Project, at the times and in the manner set out in the relevant Project Schedule.

(d) For each Project, the Grantee agrees to provide the documents and material specified in Item 5 of the relevant Project Schedule at the time specified in the relevant Project Schedule.

(e) The Grantee must:

(i) for each financial year in which a payment of Funding is made or used by the Grantee for a Project (other than Funds provided for the acquisition of the Land), provide a Financial Report for that Project (which identifies the use of the Funds) within two (2) months after the completion of the relevant financial year; and

(ii) if requested by the Commonwealth, provide ad-hoc reports for a Project setting out:

(A) any significant developments in or concerning the Project;

(B) any significant delays or difficulties encountered in performing the Project in accordance with this Deed; and

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(C) updates on the status and management of the Land,

within the timeframe agreed in writing between the parties.

(f) For the avoidance of doubt, paragraph (e) survives the expiration or earlier termination of this Deed.

12. INTELLECTUAL PROPERTY

12.1 Intellectual Property in Commonwealth Material

(a) The Commonwealth own all Commonwealth Material, including Intellectual Property in that Material, but grants the Grantee a licence to use, reproduce, adapt and exploit that Material only for the purposes of this Deed and in accordance with any conditions or restrictions the Commonwealth may notify to the Grantee.

(b) Upon the end of the Term or earlier termination of the Deed, the Grantee may retain all Commonwealth Material remaining in the Grantee's possession, unless otherwise notified by the Commonwealth.

(c) The Grantee agrees to keep safely Commonwealth Material provided to the Grantee for the purposes of this Deed.

12.2 Intellectual Property in Project Material

(a) Subject to this clause 12, Intellectual Property in Project Material vest immediately in the Grantee.

(b) The Grantee grants to the Commonwealth a permanent, irrevocable, royalty-free, worldwide, non-exclusive licence (including a right of sublicence) to use, reproduce, communicate, adapt and exploit Intellectual Property in the Project Material for any purpose.

12.3 Intellectual Property in Existing Material

This clause 12 does not affect the ownership of any Intellectual Property in any Existing Material. The Grantee, however, grants to the Commonwealth or agrees to procure for the Commonwealth a permanent, irrevocable, royalty-free, worldwide, non-exclusive licence (including a right of sublicence) to use, reproduce, communicate, adapt and exploit the Intellectual Property in Existing Material for any purpose.

12.4 Dealing with Intellectual Property

The Grantee:

(a) agrees, if requested by the Commonwealth to do so, to bring into existence, sign, execute or otherwise deal with any document which may be necessary or desirable to give effect to this clause 12; and

(b) warrants that it is entitled, or will be entitled at the relevant time, to deal with the Intellectual Property in the Project Material and the Existing Material in accordance with this clause 12.

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12.5 Consent to Specified Acts

The Grantee agrees:

(a) to obtain from each author of any Project Material a written consent to the Specified Acts (whether occurring before or after the consent is given) which extends directly or indirectly to the performance of the Specified Acts by the Commonwealth or any person claiming under or through the Commonwealth; and

(b) to obtain from each author of Existing Material a written consent to the Specified Acts (whether occurring before or after the consent is given) which extends directly or indirectly for the Commonwealth's benefit in relation to the Commonwealth's licensed use of such material; and

(c) upon request, to provide the executed original of each such consent to the Commonwealth.

In this clause, "Specified Acts" means any of the following classes or types of acts or omissions by or on behalf of the Commonwealth:

(i) using, reproducing, adapting or exploiting all or any part of the Project Material, with or without attribution of authorship;

(ii) supplementing the Project Material with any other material; and

(iii) using the Project Material in a different context to that originally envisaged,

but does not include false attribution of authorship.

13. ACKNOWLEDGEMENT AND PUBLICITY

13.1 Acknowledgement of support

The Grantee must acknowledge the contribution of the Commonwealth to the Project in any Communications Activities and in any material produced by or on behalf of the Grantee in accordance with the guidelines published at http://www.nrm.gov.au/publications/guidelines/pubs/recognition-guidelines.pdf (as amended from time to time by the Commonwealth).

13.2 Right to publicise Funding

(a) The Grantee agrees to consult with the Commonwealth prior to any major promotional and media opportunities to ensure the Commonwealth has sufficient time to also participate in those opportunities. Additional publicity events associated with the Project will be organised by the Grantee and the Commonwealth in consultation with one another so as to take account of the availability of their respective Ministers to attend such events.

(b) The Commonwealth reserves the right to publicise and report on the awarding of Funding to the Grantee. The Commonwealth may do (but is not limited to doing) this by including the Grantee's name, the amount of the Funding given to the Grantee, the title and a brief description of the Project in media releases, general announcements about the Funding,

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annual reports or through any other means as determined by the Commonwealth.

(c) Announcements regarding the reservation of the Land as a Protected Area under Queensland legislation and inclusion of the Land in the National Reserve System will be made jointly by the parties' respective Ministers.

13.3 Copies of publications

Where the Grantee has been provided with Funding to produce any publication, unless the Commonwealth advises otherwise, the Grantee must provide the Commonwealth with 45 hardcopies and an electronic copy of the publication.

14. INDEMNITY

14.1 General indemnity

The Grantee indemnifies (and agrees to keep indemnified) the Commonwealth against any:

(a) cost or liability incurred by the Commonwealth or the Commonwealth's Personnel;

(b) loss of or damage to property of the Commonwealth; or

(c) loss or expense incurred by the Commonwealth in dealing with any claim against it, including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used, or disbursements paid by the Commonwealth,

arising from:

(d) any act or omission by the Grantee or the Grantee's Personnel, in connection with this Deed, where there was fault on the part of the person whose conduct gave rise to that cost, liability, loss, damage, or expense;

(e) any breach by the Grantee of the Deed;

(f) use or disposal of the Assets; or

(g) the use by the Commonwealth of the Project Material or Existing Material, including any claims by third parties about the ownership or right to use Intellectual Property or Moral Rights in the Project Material or Existing Material.

14.2 Reduction of scope

The Grantee's liability to indemnify the Commonwealth under this clause 14 will be reduced proportionally to the extent that any act or omission involving fault on the part of the Commonwealth or its Personnel contributed to the relevant cost, liability, loss, damage or expense.

14.3 Preservation of other rights

The right of the Commonwealth to be indemnified under this clause 14 is in addition to, and not exclusive of, any other right, power or remedy provided by law,

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but the Commonwealth is not entitled to be compensated in excess of the amount of the relevant cost, liability, loss, damage or expense.

14.4 Meaning of 'fault'

In this clause 14, **fault** means any negligent or wrongful act or omission or wilful misconduct.

15. PRIVACY

15.1 Grantee's obligation in relation to privacy

(a) The Grantee agrees, in conducting the Project not to do any act or engage in any practice which would be a breach of the Queensland *Information Privacy Act 2009.*

(b) The Grantee agrees to notify the Commonwealth immediately if it becomes aware of a breach or possible breach of any of its obligations under this clause 15.

16. TERMINATION OR REDUCTION IN SCOPE OF DEED FOR CONVENIENCE

16.1 Termination for convenience

The Commonwealth may by notice, at any time and in its absolute discretion, terminate or reduce the scope of this Deed for convenience.

16.2 Grantee's obligation upon termination for convenience

On receipt of a notice of termination or reduction, the Grantee must:

(a) stop or reduce the performance of the Grantee's obligations as specified in the notice;

(b) take all available steps to minimise loss resulting from that termination or reduction;

(c) continue work on any part of the Project not affected by the notice; and

(d) immediately return to the Commonwealth any Funding relating to the part of the Project affected by the notice and that has not in the Commonwealth's opinion:

(i) been spent in accordance with the Deed; or

(ii) been committed by the Grantee in accordance with the Deed and is payable as a current liability,

or otherwise deal with any Funding held by the Grantee as directed by the Commonwealth.

16.3 Commonwealth's liability upon termination for convenience

In the event of termination under clause 16.1, the Commonwealth will only be liable to the Grantee for:

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(a) Funding payments due and owing to the Grantee; and

(b) reasonable costs incurred by the Grantee that are directly attributable to the termination and that the Grantee substantiates to the Commonwealth's satisfaction,

but will not be liable for any amount that exceeds the Funding payable under this Deed.

16.4 Commonwealth's liability upon reduction of scope

In the event of a reduction in the scope of the Deed under clause 16.1, the Commonwealth will only be liable to the Grantee for:

(a) payment of the proportion of the Funding related to the part of the Project not affected by the reduction in scope, provided that the Grantee has complied with its obligations with respect to the payments; and

(b) reasonable costs incurred by the Grantee that are directly attributable to the reduction in scope and that the Grantee substantiates to the Commonwealth's satisfaction.

16.5 Commonwealth's liability

(a) The Commonwealth's liability to pay any reasonable costs under or in relation to clause 16.3(b) or clause 16.4(b) as applicable is subject to the Grantee's compliance with this clause 16.

(b) The Grantee will not be entitled to compensation for loss of prospective profits or loss of any benefits that would have been conferred on the Grantee.

17. TERMINATION FOR FAULT

17.1 Right to terminate for default – entire Deed

In addition to the right to terminate provided for elsewhere in this Deed, the Commonwealth may terminate this Deed with immediate effect by giving notice to the Grantee if:

(a) the Grantee breaches any provision of this Deed and fails to remedy the breach within 14 days, or such longer period as the Commonwealth stipulates, after receiving notice requiring it to do so;

(b) the Grantee breaches a material provision of this Deed and that breach is not, in the opinion of the Commonwealth, capable of remedy;

(c) the Grantee uses an Asset for a purpose inconsistent with the purposes and objectives of the Project;

(d) the Grantee notifies the Commonwealth that the Project is not to proceed; or

(e) each and every Project has been severed from this Deed and terminated in accordance with clause 17.2.

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17.2 Right to terminate for default – particular Project(s)

In addition to the right to terminate provided for elsewhere in this Deed, the Commonwealth may give the Grantee written notice that a Project(s) is immediately severed from this Deed and terminated if, in relation to the Project(s):

(a) the Grantee breaches any provision of this Deed and fails to remedy the breach within 14 days, or such longer period as the Commonwealth stipulates, after receiving notice requiring it to do so;

(b) the Grantee breaches a material provision of this Deed and that breach is not, in the opinion of the Commonwealth, capable of remedy;

(c) the Grantee uses an Asset for a purpose inconsistent with the purposes and objectives of the Project; or

(d) the Grantee notifies the Commonwealth that the Project is not to proceed.

17.3 Commonwealth's liability upon termination for default – entire Deed

Where the Commonwealth terminates this Deed under clause 17.1 the Commonwealth:

(a) will be liable only for payments due and owing to the Grantee under the payment provisions of the Deed as at the date of the notice; and

(b) will be entitled to recover from the Grantee any part of the Funding which:

(i) has not been legally committed for expenditure by the Grantee in accordance with the Deed and is not payable by the Grantee as a current liability by the date that the notice of termination is received; or

(ii) has not, in the Commonwealth's opinion, been spent by the Grantee in accordance with the Deed; and

(c) where paragraph 7.3(a) applies in relation to a Project, will be entitled to recover from the Grantee all of the Funds provided for the Project(s).

17.4 Commonwealth's liability upon termination for default – particular Project(s)

Where a Project(s) is severed and terminated under clause 17.2 the Commonwealth:

(a) will be liable only for payments due and owing to the Grantee under the payment provisions of the Deed in respect of the Project(s) as at the date of the notice; and

(b) will be entitled to recover from the Grantee any part of the Funding provided for the Project(s) which:

(i) has not been legally committed for expenditure by the Grantee in accordance with the Deed and is not payable by the Grantee as a current liability by the date that the notice of termination is received; or

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(ii) has not, in the Commonwealth's opinion, been spent by the Grantee in accordance with the Deed; and

(c) where paragraph 7.3(a) applies, will be entitled to recover from the Grantee all of the Funds provided for the Project(s).

17.5 Preservation of other rights

This clause 17 does not limit or exclude any of the Commonwealth's other rights under this Deed.

18. VARIATION

18.1 Variation of Deed

Subject to this clause 18 and without limiting the operation of clause 4, no variation of this Deed is binding unless it is agreed in writing and signed by both parties.

18.2 Addition of Projects

Where the parties agree to the addition of further Projects to this Deed, the parties will:

(a) execute a deed of variation in the form set out in Schedule 1; and

(b) by the deed of variation, add to the Deed a new Project Schedule for the Project.

18.3 Variation of Project Schedules

(a) Where the Grantee considers there is a need to vary a Project Schedule, the Grantee may submit to the Commonwealth a request for variation, in the form set out in Schedule 1 including:

(i) the reasons for the variation to the Project Schedule; and

(ii) all relevant amendments required.

(b) If the Commonwealth agrees to a request for variation submitted under clause 18.3(a) the Commonwealth will provide a letter of confirmation to the Grantee, in which case the variation takes effect on the date of the letter of confirmation.

(c) If the Commonwealth does not agree to a request for variation submitted under clause 18.3(a), the Commonwealth will notify the Grantee in writing, and provide its reasons for rejecting the request for variation.

19. GENERAL PROVISIONS

19.1 Audit and access

The Grantee agrees:

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(a) to give the Commonwealth, or any persons authorised in writing by the Commonwealth, access to the Land and access to premises where obligations under this Deed are being carried out; and

(b) to permit those persons to:

(i) inspect the Land and any Material; and

(ii) take copies of any Material,

relevant to this Deed.

(c) The Auditor-General is a person authorised for the purposes of clause 19.1(a). This clause 19.1 does not detract from the statutory powers of the Auditor-General.

(d) In clause 19.1(c):

(i) the Auditor-General means the office established under the *Auditor-General Act 1997* (Cth) and includes any other entity that may, from time to time, perform the functions of that office.

19.2 Insurance

(a) The Grantee agrees:

(i) to effect and maintain the insurance specified in Item 6 of the relevant Project Schedule; and

(ii) on request, to provide proof of insurance acceptable to the Commonwealth.

(b) This clause 19.2 continues in operation for so long as any obligations remain in connection with this Deed.

19.3 Relationship of parties

(a) The Grantee is not by virtue of this Deed an officer, employee, partner or agent of the Commonwealth, nor does the Grantee have any power or authority to bind or represent the Commonwealth.

(b) The Grantee agrees:

(i) not to misrepresent its relationship with the Commonwealth; and

(ii) not to engage in any misleading or deceptive conduct in relation to the Project.

19.4 Waiver

(a) A failure or delay by a party to exercise any right or remedy it holds under this Deed or at law does not operate as a waiver of that right.

(b) A single or partial exercise by a party of any right or remedy it holds under this Deed or at law does not prevent the party from exercising the right again or to the extent it has not fully exercised the right.

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19.5 Assignment

Neither party may assign its obligations, and agrees not to assign its rights, under this Deed without the other party's prior written approval.

19.6 Survival

(a) The operation of clauses 4 [Review], 7 [Management of the Funding], 9 [Assets], 10 [Management of the Land], 11 [Monitoring, Evaluation, Reporting and Improvement (MERI)], 12 [Intellectual Property], 14 [Indemnity], 16 [Termination or Reduction in Scope of Deed for Convenience], 17 [Termination for Fault], 18.3 [Variation of Project Schedules], 19.2 [Insurance] and any other provision which expressly or by implication from its nature is intended to continue (including without limitation, Item 1 of the relevant Project Schedule) survive the expiration or earlier termination of this Deed.

(b) Clauses 13 [Acknowledgement and publicity], and 19.1 [Audit and Access] apply for the Term and for a period of 7 years from the date of expiration or earlier termination of the Deed.

(c) For a Project that has not reached Completion at the date of expiration or earlier termination of the Deed, clauses 3 [Projects], 5 [Payment of Funding], 6 [Other Contributions] and 8 [Taxes, Duties and Government Charges] will continue, notwithstanding the expiry or termination of this Deed until the Completion of that Project.

(d) In clause 19.6(c), "Completion" in relation to a Project, means the day after the Grantee has performed all of the following:

(i) reserved the Land as a Protected Area;

(ii) prepared a Plan of Management for the Land;

(iii) provided all the reports and documents required to be provided,

in accordance with the relevant Project Schedule.

19.7 Applicable law and jurisdiction

(a) This Deed is to be construed in accordance with, and any matter related to it is to be governed by, the law of the Australian Capital Territory.

(b) The parties submit to the jurisdiction of the courts of that Territory.

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Execution

EXECUTED as a Deed on the 1st day of May 2010 [***NB - date on which Commonwealth signs***].

SIGNED SEALED AND DELIVERED for and on behalf of the **COMMONWEALTH OF AUSTRALIA** by a duly authorised representative

49-Sch4 - Signature	49-Sch4 - Signature
Signature of witness	Signature of authorised representative
EMMA SHAW	CHARLIE ZAMMIT
Name of witness (print)	Name of authorised representative (print)

SIGNED SEALED AND DELIVERED for and on behalf of the State of Queensland

49-Sch4 - Signature	49-Sch4 - Signature
Signature of witness	Signature of authorised representative
Stephen Potts	Tim Ellis
Name of witness (print)	Name of authorised representative (print)

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Schedule 1

VARIATIONS TO THE DEED AND PROJECT SCHEDULES

This Schedule consists of the following Annexures:

A. Deed of variation (addition of new Project) template; and

B. Request for variation of Project Schedule template.

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Annexure A

DEED OF VARIATION – ADDITION OF NEW PROJECT

Caring for our Country – Variation of Deed

DATE 4/6/2010

PARTIES

Commonwealth of Australia for the purposes of this Variation Deed, acting through the Department of the Environment, Water, Heritage and the Arts (**Commonwealth**)

Address:	Department of the Environment, Water, Heritage and the Arts; GPO Box 787, CANBERRA ACT 2601
Facsimile:	02 6274 2735
Email:	nadia.babicka@environment.gov.au
Attention (Contact Officer):	Nadia Babicka
Telephone:	02 6274 2567
ABN (**Grantee**)	46 640 294 485
Address:	Sustainable Communities & Landscapes Division Department of Environment & Resource Management Level 5, 400 George St, BRISBANE QLD 4001
Facsimile:	07 3330 5398
Email:	tim.ellis@derm.qld.gov
Attention (Contact Officer):	Tim Ellis
Telephone:	07 3330 5391

RECITALS

The parties wish to amend the Principal Document by adding a new Project Schedule in the manner set out in this Variation Deed.

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OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 Definitions

The following definitions apply in this Variation Deed:

Effective Date	means the Date of this Variation Deed
Principal Document	means the funding deed titled "Caring for our Country – Head Funding Deed" between the Commonwealth and the Grantee and dated as previously amended.

1.2 Terms defined in the Principal Document

A term (other than a term defined in clause 1.1) that is defined in the Principal Document (as amended by this Variation Deed) has the same meaning in this Variation Deed.

2. AMENDMENT

2.1 Amendment to Principal Document

(a) The Principal Document is amended with effect on and from the Effective Date by the addition of the attached Project Schedule as a new Project Schedule to the Principal Document.

(b) Paragraph (a) does not affect any right or obligation of either party that arises before the Effective Date.

2.2 Effect of amendment

(a) Except as expressly amended by this document, the Principal Document is confirmed and remains in full force and effect.

(b) With effect on and from the Effective Date, the Principal Document and this Variation Deed will be read and construed as one document.

3. GENERAL

3.1 Governing law

(a) This Variation Deed is governed by the laws that govern the Principal Document.

(b) Each party submits to the jurisdiction of the courts of the state or territory referred in the Principal Document, and of any court that may hear appeals from any of those courts, for any proceedings in connection with this document.

3.2 Liability for expenses

Each party must pay its own expenses incurred in relation to this Variation Deed.

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3.3 Amendment

This Variation Deed can only be amended or replaced by another document signed by the parties.

3.4 Counterparts

This Variation Deed may be executed in counterparts.

4. EXECUTION

EXECUTED as a Deed on the 4 day of 6 2010

SIGNED SEALED AND DELIVERED for and on behalf of the **COMMONWEALTH OF AUSTRALIA** by a duly authorised representative

49-Sch4 - Signature

Signature of witness

49-Sch4 - Signature

Signature of authorised representative

Julie Grenders

Name of witness (print)

Mark Flanigan

Name of authorised representative (print)

SIGNED SEALED AND DELIVERED for and on behalf of the State of Queensland

49-Sch4 - Signature

Signature of witness

49-Sch4 - Signature

Timothy Darcy Ellis as delegate of the Minister for Climate Change and Sustainability

Signature of authorised representative

MELISSA GREEN

Name of witness (print)

Tim Ellis

Name of authorised representative (print)

Any new Project Schedule that is added to the Principal Document is to be completed in accordance with Schedule 2.

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Annexure B

REQUEST FOR VARIATION OF PROJECT SCHEDULE

Request for Variation to a Project Schedule

Request No: of

DETAILS

Date

Deed	Caring for our Country – Head Funding Deed (**Deed**)
Name of Project	Acquisition of Wairuna (**Project**)
Project Number	A0000007307G

1. REQUEST FOR AMENDMENT

The Grantee requests, under clause 18.3 of the Deed, that the schedule to the Deed relating to the Project be amended as set out in the amendment table below.

Amendment Table

No.	Amendment	Justification
1.		
2.		
3.		

2. IMPACT OF AMENDMENT

The amendment(s) requested will have the following impact on the Project:

No.	Impact
1.	
2.	
3.	

SIGNATURE

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Schedule 2

ANNEXURE A PROJECT SCHEDULE

DETAILS

Date of Project Schedule	4/6/2010	
Name of Project	Acquisition of Wairuna (**Project**)	
Project Number	A0000007307G	
Commonwealth contact details	**Name:**	**Nadia Babicka**
	Email:	nadia.babicka@environment.gov.au
	Address:	Department of the Environment, Water, Heritage and the Arts, GPO Box 787, CANBERRA ACT 2601
	Telephone:	02 6274 2567
	Facsimile:	02 6274 2735
Grantee contact details	**Name:**	**Tim Ellis**
	Email:	tim.ellis@derm.qld.gov
	Address:	Sustainable Communities & Landscapes Division Department of Environment & Resource Management Level 5, 400 George St, BRISBANE QLD 4001
	Telephone:	07 3330 5391
	Facsimile:	07 3330 5398

BACKGROUND/ Context

A. The Commonwealth and the Grantee have entered into a Caring for our Country – Head Funding Deed dated 14 May 2010 (the Deed). The Deed provides for the conduct of Projects pursuant to Project Schedules.

B. The Commonwealth and the Grantee enter this Project Schedule for the conduct of the Project described above.

C. The Project is directed to achieve some of the priorities under Caring for our Country, the Australian Government's natural resource management initiative.

D. The objectives of the Project are to help achieve the relevant outcomes and identified targets under Caring for our Country.

E. The Funding for this Project arising under this Deed is provided under the Natural Heritage Trust element of the Caring for our Country initiative and is made under the *Natural Heritage Trust of Australia Act 1997*.

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SPECIAL CONDITIONS

Nil

PROJECT SCHEDULE INFORMATION

1. PROJECT

(clauses 1.1, 3 and 10)

1.1 Program

The National Reserve System is a component of the Commonwealth's Caring for our Country initiative and has as its primary objective, the establishment and maintenance of a comprehensive, adequate and representative system of reserves.

1.2 Project description

Project Number: A0000007307G, Acquisition of Wairuna and establishment of a Protected Area.

Wairuna is a 76,500 hectare property located 85km south east of Mt Garnet in Queensland. It improves protection of the under-represented Einasleigh Uplands bioregion by 0.62% (currently 3.78% protected) and the well represented Wet Tropics bioregion by 0.16% (currently 48.69% protected). It will protect eleven (11) under-represented regional ecosystems and six (6) unrepresented regional ecosystems, and is likely to provide habitat for nineteen (19) nationally listed threatened species; these are further described in Annexure D. This property is contiguous with the existing Girringun National Park and contributes to the adequacy of the protected area system by increasing landscape connectivity. The Wet Tropics World Heritage Area extends onto the property. Wairuna will be managed as an IUCN protected area management category II – National Park.

1.3 Project Targets, Project Objects and activities

(a) The Project Targets applicable to this Project are:

(i) to increase the area that is protected within the National Reserve System by 5 million hectares a year in under-represented bioregions.

(b) The Project Objects for this Project are to:

(i) conserve the natural and associated cultural values of the Land, including ecosystem services values, by establishing a Protected Area over the Land in perpetuity; and assist with the establishment of a comprehensive, adequate and representative system of reserves.

(c) The Grantee must undertake the following activities in delivering the Project:

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(i) acquire the Land and if the Land is not acquired by the Date of this Project Schedule – acquire the Land within the timeframe specified in Item 1.4;

(ii) reserve the Land as an IUCN category II – National Park Protected Area under the *Nature Conservation Act 1992* (QLD) within the timeframe specified in Item 1.4;

(iii) develop the Interim Management Guidelines and Plan of Management in accordance with the timeframes specified in Item 1.4 and provide copies (1 electronic copy and 1 hardcopy) of both documents to the Commonwealth;

(iv) manage the Land (or where the Grantee will not manage the Land – ensure the Land is managed) in perpetuity under the provisions of the *Nature Conservation Act 1992* (QLD) and in accordance with the following requirements:

(A) as an IUCN category II- National Park Protected Area;

(B) the Plan of Management;

(C) where a Plan of Management has not been developed for the Land, the Interim Management Guidelines; and

(D) the requirements specified in Item 1.5; and

(v) undertake the other Project requirements in accordance with Item 1.6.

1.4 Project Timeframe

Acquisition

(a) The Land is to be acquired within six (6) months of the Date of this Project Schedule.

Interim Management Guidelines

(b) The Grantee agrees to prepare Interim Management Guidelines for the Land within three (3) months of settlement of the property or as otherwise agreed in writing between the parties.

Reservation of the Land

(c) The Grantee agrees to reserve the Land as a National Park under the *Nature Conservation Act 1992* (QLD) within two (2) years of settlement of the property or as otherwise agreed in writing between the parties.

Plan of Management

(d) Subject to paragraph (f), the Grantee agrees to prepare a Plan of Management for the Land within two (2) years of settlement of the property or as otherwise agreed in writing between the parties.

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(e) The Grantee agrees to periodically amend the Plan of Management and/or prepare a new Plan of Management as required by the *Nature Conservation Act 1992* (Qld). When approved by the State Minister, any such amended or new plan will be taken to be the Plan of Management for the Land.

(f) If:

(i) the Land will be reserved as part of an existing Protected Area for which a Plan of Management (**existing Plan**) is in force; and

(ii) the existing Plan applies to the Land or is capable of applying to the Land; and

(iii) the *Nature Conservation Act 1992* (QLD) does not otherwise require the preparation of a new Plan of Management,

the Grantee is not required to prepare a Plan of Management, and, for the avoidance of doubt, the existing Plan, subject to Item 1.4(e), will be taken to be the Plan of Management for the Land.

1.5 Management of the Land

(a) The Grantee agrees:

(i) to maintain ownership of all of the Land and to manage it (or ensure it is managed) in perpetuity as an IUCN Category II - National Park under the provisions of the *Nature Conservation Act 1992* (QLD);

(ii) to undertake management and other work (or ensure such management and other work is undertaken) as necessary to ensure ongoing protection of the natural value of the Land;

(iii) to ensure the Land is not used for any purpose other than as an IUCN category II - National Park Protected Area; and

(iv) to bear all risks relating to the management and use of the Land.

1.6 Other Project Requirements

(a) The Grantee agrees to:

(i) ensure that its implementation of the Project is consistent with the aims and objectives of the National Reserve System component of the Caring for our Country initiative;

(ii) consult with relevant Indigenous organisations to determine the Indigenous cultural values and interests in the Land and agrees to ensure that all such interests are accommodated and protected in the planning and management of the Land; and

(iii) immediately, accurately and fully advise the Commonwealth of any fact or matter (such as an application or claim in relation to the Land) that would affect the Grantee's ability to give effect to any requirements specified in this Project Schedule or the Deed.

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1.7 Alteration of the Boundaries of a Protected Area

(a) The Grantee agrees to provide the Commonwealth with prior written notice of any proposal to alter the boundaries of the Protected Area constituting the Land (the ***Reserve***) which would result in a portion of the Land being excised from the Reserve.

(b) If:

(i) the Grantee alters the boundaries of the Reserve (**boundary alteration**); and

(ii) the boundary alteration results in some or all of the Land being excised from the Reserve; and

(iii) the Commonwealth:

(A) is reasonably satisfied that, as a result of the boundary alteration, the Project no longer remains compatible with the objectives of the National Reserve System and/or the Caring for our Country initiative; or

(B) is reasonably satisfied that, as a result of the boundary alteration, the nature of the Project is substantially different to that proposed in the application for Funding,

then the Grantee must repay to the Commonwealth such part of the Funds (if any) as the Commonwealth notifies to the Grantee having first consulted with the Grantee and having taken into account relevant matters including the reason for the boundary alteration, the ability of the Grantee to continue to manage the excised portion of the Land (or ensure it is managed) in accordance with this Deed and the work and expenditure undertaken to date in relation to the Project. Any amounts notified under this Item 1.7(b) must be paid to the Commonwealth within 20 Business Days of receiving a written notice to do so.

2. MILESTONES, FUNDING AND PAYMENT

(clauses 1.1, 3, 5, and 7)

2.1 Milestones

The Milestones for this Project are set out below:

No	Milestone	Date for completion (on or before)	Instalment Amount (exclusive GST)
1	Execution of contract	7/06/2010	$5,200,260
2	Acceptance of MERI plan	2/08/2010	Nil
3	Submission of Interim Management	7/03/2011	Nil

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	Guidelines		
4	Acceptance of Interim Progress Report 1	7/06/2011	Nil
5	Acceptance of Yearly Progress Report	7/12/2011	Nil
6	Acceptance of Interim Progress Report 2	7/06/2012	Nil
7	Submission of Plan of Management	7/12/2012	Nil
8	Acceptance of Final Report	7/01/2013	Nil

2.2 Funding

(a) The Funding that will be provided by the Commonwealth to the Grantee for the Project comprises the Funding set out in this Item 2. Subject to the terms of this Deed, the Commonwealth will pay the Funding set out below. The Funds payable by the Commonwealth for this Project shall in no circumstances exceed five million two hundred thousand, two hundred and sixty dollars ($5,200,260) (GST exclusive).

Funds for the purchase of the Land

(b) The Commonwealth will contribute Funding up to 66.67 percent of the GST-exclusive purchase price of the Land, up to a maximum of five million two hundred thousand, two hundred and sixty dollars ($5,200,260) (GST exclusive).

(c) The Grantee agrees to:

(i) notify the Commonwealth and provide a correct and complete invoice (or where a taxable supply is made, a tax invoice) to the Commonwealth that sets out the exact amount of the Funds to be provided by the Commonwealth for this Project; and

(ii) provide the Commonwealth with evidence of a legal agreement being entered into to acquire the Land in accordance with Item 5.3(a).

The Funds for this Project will be paid by the Commonwealth to the Grantee within thirty (30) days of receipt of the invoice (or tax invoice as the case may be) and the other documents referred to in Item 2.2(c).

2.3 Invoicing

(a) Invoices forwarded by the Grantee must be addressed as follows:

Caring for our Country – Natural Heritage Trust
ABN 34 190 894 983 002

Attention: Nadia Babicka
The National Reserve System
GPO Box 787
CANBERRA ACT 2601

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3. OTHER CONTRIBUTIONS

(clause 6)

The Other Contributions for the Project are set out in the following table:

Source and description of each Other Contribution	Amount (excl. GST)	Due date
Department of Environment and Resource Management	$2,599,740	(upon settlement)

4. LAND

(clause 1.1)

4.1 Description of the Land

Land to be acquired or included in the National Reserve System as part of this Project comprises the parcels of property (in whole or in part, as marked) specified in the following table:

Title Reference	Parcel	Plan	Tenure	Land Area (ha)	Whole or part
17667090	Lot 3	WU 32	PH 22/598	76,500ha	Whole

The Land has the following encumbrances or interests noted on title other than mortgages:

- Rights and interests reserved to the Crown by Lease No. 17667090
- Resumption easement no 700606831 13/04/1995 at 15:52 by resumption an easement over lot b on cp846328 is taken and vested in Queensland Electricity Commission vide gov. Gaz., 21/05/1993, page 482
- Transfer no 703437659 07/07/1999 at 09:52 resumption easement: 700606831 Queensland Electricity Transmission Corporation Limited A.C.N. 078 849 233

The Land is further described in Annexure D.

5. MERI REQUIREMENTS

(clause 11)

5.1 The following MERI requirements apply to the Project:

The grantee is required to provide a completed MERI plan in accordance with the Milestone specified in Item 2 (Milestones, Funding and Payment) using the template supplied by the Commonwealth.

5.2 The Grantee must provide the Commonwealth with the following written reports:

(a) interim progress reports setting out the Grantee's progress with the Project activities; and

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(b) yearly progress reports, setting out:

(i) the Grantee's progress with the Project activities;

(ii) the Grantee's achievements against Project Targets; and

(c) a final Project report, setting out:

(i) the Grantee's completion of the Project activities;

(ii) actual achievements against Project Targets; and

(iii) an evaluation of whether or not the Project achieved the intended Project Objects and whether or not Project activities were the most effective and efficient way of achieving the Project Objects.

The Grantee is required to provide the reports at the times indicated in Item 2.1.

5.3 The Grantee is required to provide the Commonwealth with the following documents and material:

(a) prior to the acquisition of the Land (or prior to the receipt of the Funds if the Land has already been purchased), a copy of the contract for sale;

(b) within 6 months of the Date of the Project Schedule:

(i) a copy of the settlement statement;

(ii) spatial data of the property boundary supplied as Arcview Shapefile for use in the National Reserve System acquisition database; and

(iii) an agreed number of publication-quality digital images of the Project with descriptive captions.

6. INSURANCE

(clause 19.2)

The State must maintain:

a. workers' compensation insurance for an amount required by the relevant State legislation;

b. public liability insurance for an amount of not less than $10 million;

c. professional indemnity insurance for an amount of not less than $1 million unless waived in writing by the Commonwealth; and

d. insurance of all improvements on the Land purchased with the Funds for their replacement value and reviewed annually.

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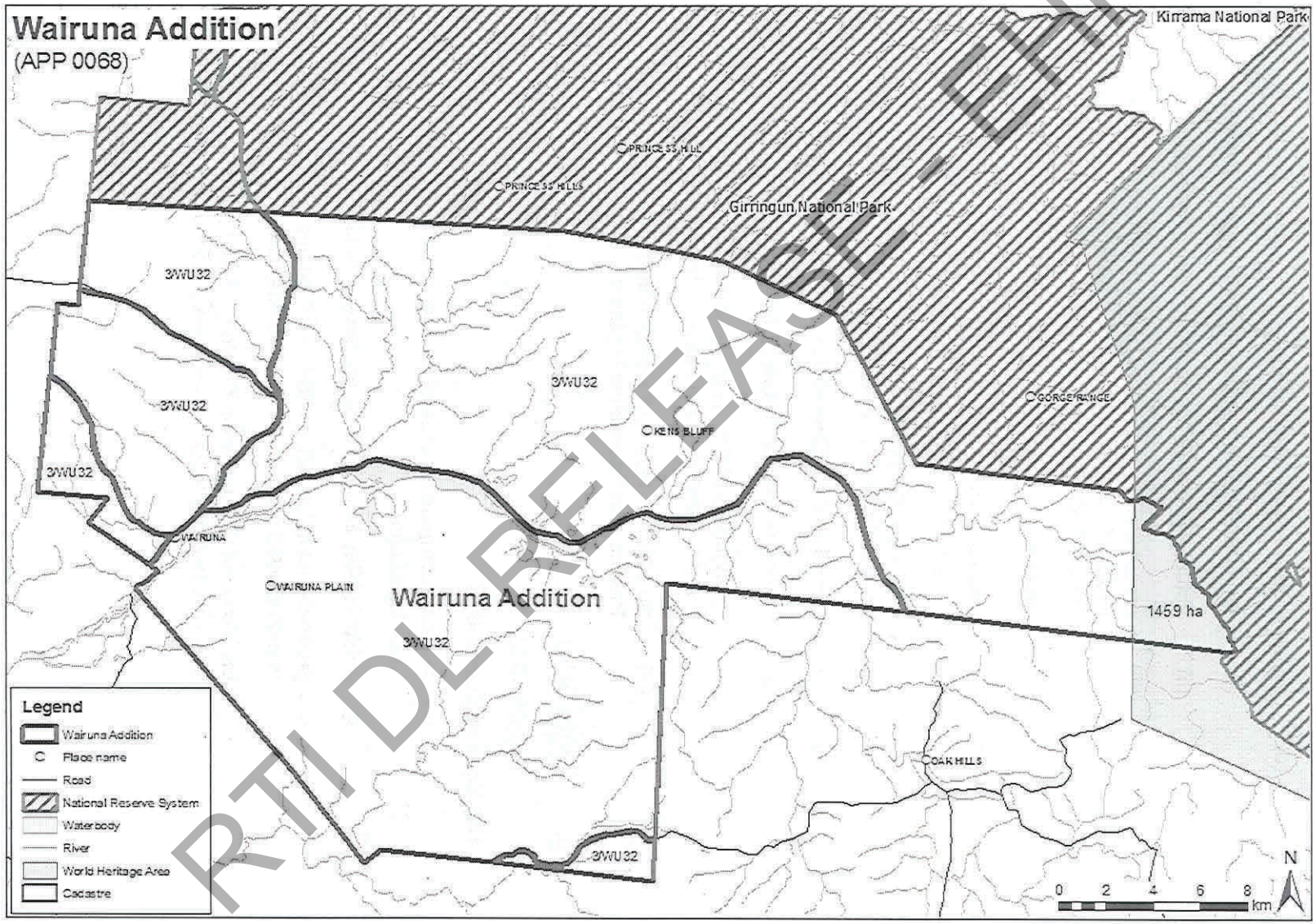

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Annexure D

SIGNIFICANT VALUES OF THE LAND

Table 1: EPBC*-listed threatened species known or likely to be present

Name	Status
Birds	
Casuarius casuarius johnsonii - Southern Cassowary	Endangered
Erythrotriorchis radiatus - Red Goshawk	Vulnerable
Neochmia ruficauda ruficauda - Star Finch	Endangered
Rostratula australis - Australian Painted Snipe	Vulnerable
Frogs	
Litoria nannotis - Waterfall Frog, Torrent Tree Frog	Endangered
Taudactylus acutirostris - Sharp-snouted Day Frog, Sharp-snouted Torrent Frog	Extinct
Mammals	
Bettongia tropica - Northern Bettong	Endangered
Dasyurus hallucatus - Northern Quoll	Endangered
Dasyurus maculatus gracilis - Spotted-tailed Quoll or Yarri	Endangered
Rhinolophus philippinensis (large form) - Greater Large-eared Horseshoe Bat	Endangered
Reptiles	
Egernia rugosa - Yakka Skink	Vulnerable
Plants	
Acacia ramiflora	Vulnerable
Dendrobium superbiens - Curly Pinks	Vulnerable
Grevillea glossadenia	Vulnerable
Leucopogon cuspidatus	Vulnerable
Phaius tancarvilleae -Swamp Lily, Greater Swamp-orchid	Endangered
Phalaenopsis rosenstromii	Endangered
Taeniophyllum muelleri - Minute Orchid, Ribbon-root Orchid	Vulnerable
Tylophora williamsii	Vulnerable

*EPBC – *Environment Protection and Biodiversity Conservation Act* (1999)

World Heritage

The Wet Tropics World Heritage Area extends onto the property. The Wet Tropics was inscribed on the World Heritage List in recognition of its outstanding natural universal values. These include:

- as an outstanding example representing the major stages in the earth's evolutionary history;
- as an outstanding example representing significant ongoing ecological and biological processes;
- as an example of superlative natural phenomena; and
- containing important and significant habitats for in situ conservation of biological diversity.

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Table 2: Regional ecosystems of Wairuna

Regional ecosystem	Description	Bio-diversity status	Area (ha)	% of proposal	extent of reservation
7.12.16	Simple to complex notophyll vine forest, including small areas of Araucaria bidwillii (Bunya pine)	NC	59.8	0.1%	High
7.12.17	Corymbia torelliana (cadaghi) open forest usually with a well developed simple notophyll vine forest element.	E	60.2	0.1%	High
7.12.26	Syncarpia glomulifera (turpentine) +/- Corymbia intermedia (pink bloodwood) +/- Allocasuarina spp. (sheoaks) closed forest to woodland, or Lophostemon suaveolens (swamp mahogany), Allocasuarina littoralis (black sheoak), C. intermedia shrubland, (or vine	NC	25.2	0.1%	High
7.12.29	Corymbia intermedia (pink bloodwood) and/or Lophostemon suaveolens (swamp mahogany) open forest to woodland +/- areas of Allocasuarina littoralis (black sheoak) and A. torulosa (forest sheoak).	NC	3,089.9	4.1%	High
7.12.34	Eucalyptus portuensis (white mahogany) and/or E. drepanophylla (ironbark), +/- C. intermedia (pink bloodwood) +/- C. citriodora (lemon-scented gum), +/- E. granitica (granite ironbark) open woodland to open forest.	NC	2.7	0.1%	High
7.12.35	Eucalyptus portuensis (white mahogany), E. tereticornis (forest red gum), Corymbia intermedia (pink bloodwood) woodland.	OC	39.6	0.1%	High
7.12.65	Rock pavements or areas of skeletal soil, on granite and rhyolite, mostly of dry western or southern areas, often with shrublands to closed forests of Acacia spp. (wattles) and/or Lophostemon suaveolens (swamp mahogany) and/or Allocasuarina littoralis (b	OC	5.1	0.1%	High
7.3.39	Eucalyptus tereticornis (forest red gum) +/- E. platyphylla (poplar gum) +/- Corymbia intermedia (pink bloodwood) +/- Lophostemon suaveolens (swamp mahogany) open woodland to open forest, and associated sedgelands and grasslands.	E	12.6	0.1%	Low
9.11.2	Eucalyptus crebra (sens. lat.) dominated woodland / Corymbia spp. on shallow texture contrast soils on low hills and lowlands	NC	221.8	0.3%	Low
9.11.4	Mixed open forest including Eucalyptus portuensis, E. crebra (sens. lat), Corymbia clarksoniana, C. citriodora on shallow soils on metamorphic hills and ranges	NC	7,401.3	9.8%	Low
9.11.5	Eucalyptus persistens dominated woodland / Acacia shirleyi / E. exserta / Corymbia stockeri / C. lamprophylla on low hills and hills	NC	2,668.5	3.5%	Low
9.12.1	Eucalyptus crebra (sens. lat.) / Corymbia erythrophloia / C. dallachiana woodland on intermediate volcanic rocks	NC	2,399.6	3.2%	Low
9.12.2	Open forest commonly including Eucalyptus portuensis, E. crebra (sens. lat.), Corymbia clarksoniana, C. citriodora on steep hills and ranges	NC	6,991.8	9.3%	High

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	on acid and intermediate volcanics close to Wet Tropics boundary				
9.3.1	Eucalyptus camaldulensis or E./tereticornis / Casuarina cunninghamiana / Melaleuca spp. fringing woodland on channels and levees. Generally on eastern flowing rivers	OC	539.6	0.7%	Low
9.3.15	Eucalyptus tereticornis / Casuarina cunninghamiana / Melaleuca spp. fringing woodland on channels and levees. In areas of higher rainfall	OC	2,043.1	2.7%	Low
9.3.22	Eucalyptus crebra (sens. lat.) or E. cullenii dominated woodland / Corymbia spp. or Eucalyptus spp. on alluvial plains	OC	1,575.1	2.1%	No representation
9.3.25	Dichanthium spp., and/or Astrebla spp. / Iseilema sp. grassland on alluvial deposits derived from basalt soils	OC	18.5	0.1%	No representation
9.3.26	Mixed grassland to open grassland including Eragrostis sp., Aristida sp., Enneapogon sp., Iseilema sp., Chloris sp., or Dichanthium sp. on non-basalt derived alluvial deposits	OC	26.8	0.1%	Low
9.3.4	Permanent or seasonal wetlands frequently fringed by narrow bands of trees and shrubs including various mixes of Melaleuca spp. and Eucalyptus spp. on alluvial plains	OC	334.9	0.4%	No representation
9.3.6	Eucalyptus platyphylla woodland / Eucalyptus spp. / Corymbia spp. on alluvial plains	NC	1,431.4	1.9%	Low
9.3.8	Eucalyptus moluccana woodland to open woodland on alluvial deposits	OC	3,308.9	4.4%	High
9.5.11	Eucalyptus persistens and/or E. crebra (sens. lat.) woodland on flats on Tertiary remnant plateaus	NC	828.7	1.1%	No representation
9.5.5	Mixed open forest to woodland commonly including Corymbia clarksoniana, Eucalyptus portuensis, E. crebra (sens. lat.), C. citriodora on red kandosols on Tertiary surfaces	OC	22,301.6	29.6%	Medium
9.7.1	Eucalyptus persistens low open woodland to woodland on laterised and deeply weathered surfaces on undulating terrain	NC	5,054.1	6.7%	Low
9.7.2	Acacia shirleyi / Eucalyptus spp. low open forest to woodland on mesas and laterised surfaces	NC	2,253.7	3.0%	Low
9.7.3	Woodland commonly including Eucalyptus exserta, Corymbia trachyphloia, E. crebra (sens. lat.), E. howittiana, Allocasuarina inophloia on laterised surfaces and edges of Tertiary surfaces	NC	9,828.2	13.0%	Medium
9.7.4	Allocasuarina inophloia low woodland to low open forest / Eucalyptus exserta emergents on exposed lateritic surfaces on Tertiary plateaus	OC	1,649.2	2.2%	No representation
9.7.5	Corymbia peltata or C. setosa / C. clarksoniana and Eucalyptus melanophloia open woodland on laterised and deeply weathered surfaces	NC	914.7	1.2%	No representation

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