



**Public Authority Management Agreement**  
Section 31 of the *Threatened Species Protection Act 1995* (Tas)

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The Secretary of the Department of Primary Industries, Parks, Water and Environment  
**("Secretary")**

and

Forestry Tasmania (ABN 91 628 769 359) (a corporation established pursuant to section 6 of the Forestry Act 1920 (Tas) (repealed) and continued pursuant to section 6 of Forest Management Act 2013 (Tas), trading as "Sustainable Timber Tasmania")  
**("STT")**

THE CROWN SOLICITOR OF TASMANIA  
Executive Building  
15 Murray Street Hobart Tasmania 7000  
GPO Box 825 Hobart Tasmania 7001  
Telephone: (03) 6165 3650  
Facsimile: (03) 6173 0265

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# Public Authority Management Agreement

Section 31 of the Threatened Species Protection Act 1995

## Details and recitals

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### Date:

### Parties:

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Name	<b>Deidre Wilson</b> , being and as Acting Secretary of the Department of Primary Industries, Parks, Water and Environment
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Short form name	<b>Secretary</b>
Notice details	C/- Department of Primary Industries, Parks, Water and Environment Address: 134 Macquarie Street, Hobart in Tasmania

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Name	<b>Forestry Tasmania (ABN 91 628 769 359)</b> , a corporation established pursuant to section 6 of the <i>Forestry Act 1920</i> (Tas) (repealed) and continued pursuant to section 6 of <i>Forest Management Act 2013</i> (Tas) trading as "Sustainable Timber Tasmania"
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Short form name	<b>STT</b>
Notice details	Level 1, 99 Bathurst Street, Hobart in Tasmania

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### Recital:

- A. The parties enter into this Agreement, being an agreement pursuant to section 31 of the Act, in order to seek to provide for the conservation, protection and management of listed taxon on PTPZ Land, on the terms and conditions herein contained.

# Agreed terms and conditions

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The parties agree as follows:

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## 1 Definitions and interpretation

### 1.1 Definitions

In this Agreement, unless the context otherwise requires:

**Act** means the *Threatened Species Protection Act 1995* (Tas).

**Agreement** means this agreement made pursuant to section 31 of the Act and includes all its annexures, appendices, attachments and schedules.

**Commencement Date** has the meaning given to it in clause 2.2.

**Details** means the details and recitals set out above.

**Government Body** includes a body politic, a government (federal, state or local), a governmental, judicial or administrative body, a tribunal, a commission, a department or agency of any government, and a statutory authority or instrumentality.

**Law** means:

- (a) principles of law or equity established by decisions of courts;
- (b) legislation and subordinate legislation; and
- (c) requirements, approvals (including conditions) and guidelines of any Government Body that have force of law.

**PTPZ Land** means all land in Tasmania having the status of permanent timber production zone land pursuant to Part 4 or Schedule 2 of the *Forest Management Act 2013* (Tas), being land managed and controlled by STT.

**Right** includes a right, a power, a remedy, a discretion or an authority.

**Secretary** means the person holding the office of Secretary of the Department of Primary Industries, Parks, Water and Environment and where the context requires and permits includes all persons acting on the Secretary's behalf.

**Management Plan** means (jointly and where the context requires, severally) the management plan attached hereto as Schedule A as at the date hereof (as may be amended from time to time) and any other management plan attached as a Schedule hereto from time to time in accordance with clause 2.4.

**Sustainable Timber Tasmania** or **STT** means Forestry Tasmania (ABN 91 628 769 359), being a corporation established pursuant to section 6 of the *Forestry Act 1920* (Tas) (repealed) and continued pursuant to section 6 of *Forest Management Act 2013* (Tas), trading as "Sustainable Timber Tasmania" and where the context requires and permits includes all persons acting on its behalf.

**Threatened Species Scientific Advisory Committee** means the scientific advisory committee established under section 8 of the Act.

**Term** means the period of twenty (20) years commencing on the Commencement Date.

Furthermore, the terms “business day”, “certified forest practices plan”, “listed taxon”, “taxon”, “threatened species” and “threatening process” when used in this Agreement have the same meaning as given in the Act, unless the context expressly requires otherwise.

## **1.2 Interpretation**

In this Agreement, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) words importing a gender include all genders;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning;
- (d) a reference to a thing (including property or an amount) is a reference to the whole and each part of that thing;
- (e) a reference to a group of persons includes a reference to any one or more of those persons;
- (f) a reference to an annexure, an appendix, an attachment, a schedule, a party, a clause or a part is a reference to an annexure, an appendix, an attachment, a schedule or a party to, or a clause or a part of, this Agreement;
- (g) a reference to any legislation or legislative provision includes subordinate legislation made under it and any amendment to, or replacement for, any of them;
- (h) writing includes marks, figures, symbols, images or perforations having a meaning for persons qualified to interpret them;
- (i) a reference to a document includes:
  - (i) any thing on which there is writing;
  - (ii) any thing from which sounds, images or writings can be reproduced with or without the aid of any thing else;
  - (iii) an amendment or supplement to, or replacement or novation of, that document; or
  - (iv) a map, plan, drawing or photograph;
- (j) a reference to an agreement includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing;
- (k) a reference to a 'person' includes a natural person, a partnership, a body corporate, a corporation sole, an association, a Government Body, or any other entity;
- (l) a reference to a party includes that party's executors, administrators, successors and permitted assigns and substitutes;
- (m) a reference to a Secretary includes, as applicable, that Secretary's predecessors and successors in office;
- (n) a reference to a Government Body or other body or organisation that has ceased to exist, or that has been renamed, reconstituted or replaced, or the powers or functions of which have been substantially transferred, is taken to refer respectively to the Government Body or other body or organisation as renamed or reconstituted, or established or formed in its place, or to which its powers or functions have been substantially transferred;

- (o) a reference to an office in a Government Body or other body or organisation (including the Secretary position) includes any person acting in that office, and if the office is vacant, the person who for the time being is substantially responsible for the exercise of the duties, functions or powers of that office;
- (p) mentioning any thing after the words 'includes', 'included' or 'including' does not limit the meaning of any thing mentioned before those words;
- (q) a reference to a day is to be interpreted as the period of time in Tasmania commencing at midnight and ending 24 hours later;
- (r) reference to a time or date in connection with the performance of an obligation by a party is a reference to the time or date in Hobart, Tasmania, even if the obligation is to be performed elsewhere; and
- (s) any references to '\$' and 'dollars' are to Australian dollars.

### **1.3 Headings**

Headings are included for convenience only and do not affect the interpretation of this Agreement.

### **1.4 No rule of construction applies to disadvantage party**

In relation to the interpretation of this Agreement, no rule of construction is to apply to the disadvantage of a party because that party was responsible for the preparation of this Agreement or any part of it.

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## **2 Agreement**

### **2.1 Purposes and aims of Agreement**

The purposes and aims of this Agreement are to:

- (a) provide for the management and conservation of any listed taxon provided for in any Management Plan over that corresponding PTPZ Land defined in the relevant Management Plan; and
- (b) assist and provide guidance for STT in respect of having STT seek to meet the requirements set out in section 5 and Schedule 1 of the Act,

through the management of STT's forest harvesting and associated activities on relevant PTPZ Land (which activities may also form a threatening process), in particular through the implementation of, commitment to, and compliance with, the requirements of each Management Plan by the parties.

### **2.2 Condition precedent**

- (a) It is a condition precedent to the commencement of the operative terms of this Agreement that this Agreement is gazetted in accordance with section 31(2) of the Act.
- (b) The Secretary must use all reasonable endeavours to ensure the condition precedent in clause 2.2(a) is fulfilled within a reasonable time after the date of signing of this Agreement.
- (c) The Commencement Date will be the first possible date and time for this Agreement to take effect after gazettal as provided for in section 31(2) of the Act.

The Secretary's decision will be final and binding as to what constitutes this Commencement Date in the case of any dispute.

### **2.3 Term**

- (a) Performance by the parties of the obligations and all other terms and conditions of this Agreement is to commence on the Commencement Date and continue for the duration of the Term (or until there is any earlier termination or other determination of this Agreement), provided however clauses 1,6, 7, 8 and 9 will have operation from the date hereof.
- (b) Notwithstanding that this Agreement is defined to be in existence for the Term as provided for in clause 2.3(a), a specific Management Plan may specify that the requirements of that Management Plan are to operate for part of the Term only, and the obligations of the parties in respect of that particular Management Plan will then only operate for that specific defined period.
- (d) The parties acknowledge for the avoidance of doubt that if a Management Plan does not specify a particular term, that Management Plan will apply from the date it formed part of this Agreement for the duration of the remainder of the Term of this Agreement.

### **2.4 No derogation**

- (a) Nothing in this Agreement by dealing with certain listed taxon on certain PTPZ Land only through the attached Management Plans, is to be taken to preclude or otherwise seek to prevent STT from complying with any other obligations it may have at Law (including to protect and undertake relevant conservation efforts in respect thereof):
  - (i) in respect of those listed taxon dealt with in any Management Plan on the corresponding PTPZ Land or on any other PTPZ Land generally; and
  - (ii) in respect of any listed taxon or other taxon not dealt with in any Management Plan on any PTPZ Land generally.
- (b) The parties agree that, while to the maximum extent permitted at Law, it is intended that compliance with this requirements of this Agreement by STT is to be taken into account in consideration of the obligations set out in section 5 of the Act, this Agreement (and compliance therewith) is not fully determinative of all obligations STT may have under section 5 of the Act.

### **2.5 Management Plans**

The parties agree that where the Secretary is of the opinion that it is appropriate to provide for the management and conservation of any listed taxon on any PTPZ Land not dealt with (at that time) under an existing Management Plan then:

- (a) at the request of the Secretary the parties are to meet and discuss reasonably and in good faith the preparation of a new Management Plan to provide for the same; and
- (b) if the parties agree on such a new Management Plan, such Management Plan will be taken to be attached to this Agreement as a further schedule hereto as a further Management Plan (which Management Plan will then form part of this Agreement and the parties will be required to comply with the terms thereof as required by this Agreement and that Management Plan) by notice between the parties without the need for any formal variation to this Agreement (unless required by Law),

provided however that:



- (c) there is no binding obligation on either party to agree to such a new Management Plan to form part of this Agreement; and
- (d) nothing in this clause 2.5 is to be taken to prevent the parties by agreement (taking into account clause 9.9) from amending any part of this Agreement (including any Management Plan already in existence) in any way or from entering into one or more further agreements under section 31 of the Act (where such is permitted at Law) to provide for the management of any listed taxon or potentially threatening process (provided that nothing in this clause 2.5(d) is taken by itself to require either party to enter into any such new agreement or variation to this Agreement).

## **2.6 Discussions for new agreement**

The parties agree that that upon a request by either to the other at any time within two years of the expiration of the Term that they will meet and discuss reasonably and in good faith the viability of extending this Agreement or entering into a new agreement pursuant to section 31 of the Act that may deal with, inter alia, and listed taxon, threatening process or other conservation matters on PTPZ Land, provided however that there will be no (and nothing in this clause creates) obligation on either party to agree to an extension of this Agreement or to enter into any other new agreement under section 31 of the Act.

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## **3 Functions and obligations of STT**

STT agrees with the Secretary that (as functions and obligations of STT under this Agreement) it must:

- (a) carry out and manage all forest harvesting and associated activities on PTPZ Land in a manner that is in accordance with:
  - (i) all requirements and recommendations of all Management Plans;
  - (ii) the terms and objectives of the Act (including all objectives listed in Schedule 1 of the Act); and
  - (iii) all other applicable Laws;
- (b) participate in good faith and provide all reasonable assistance requested in any review process of this Agreement requested by the Secretary at any time during the Term (including providing reports, documentation and photographs as reasonably requested) regarding any matter dealt with or referred to in this Agreement;
- (c) without limiting the generality of clause 3(b), to provide the Secretary with a detailed report (in a form satisfactory to the Secretary acting reasonably) and/or participate in any formal review process the Secretary (acting reasonably) wishes to implement, on the written request of the Secretary in relation to STT's implementation of and compliance with this Agreement (including consideration being given to the conservation significance and locality of PTPZ Land referred to in a Management Plan), provided that after the first such report and/or review process under this clause 3(c) is requested, such further request are then only to occur at approximately ten year intervals during the Term; and
- (d) without limiting any other reporting requirement of STT, to report any breaches of this Agreement to the Secretary, and any other matter relating to the conservation and protection of any listed taxon of PTPZ Land that the Secretary may reasonably be expected to wish to be informed of, as soon as practicable after STT becomes aware of the same.

Nothing in this clause 3 is to be taken as being limited by or to be taken as limiting any specific reporting and review procedures set out in any Management Plan, all of which must also be complied with by STT.

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## **4 Functions and obligations of the Secretary**

The Secretary agrees with STT that (as functions and obligations of STT under this Agreement) the Secretary must:

- (a) use all reasonable endeavours to provide relevant and timely advice to STT on management issues related to any listed taxon referred to in the Management Plans; and
- (b) seek the advice of the Threatened Species Scientific Advisory Committee where necessary in regard to the matters detailed in the Management Plan and provide details of that advice to STT as reasonable.

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## **5 Exemption**

- (a) The parties agree that where STT, while in full compliance with all its obligations under this Agreement, inadvertently and without any intent is deemed to have done something in respect of any listed taxon that is specifically referred to in a Management Plan applying at that time that would give rise to a penalty under section 51 of the Act or Regulations 35-37 of the *Wildlife (General) Regulations 2010* (Tas), then the relevant exemptions from penalty set out in such legislation as a result of the existence of this Agreement apply as relevant unless the Secretary has given notice in writing pursuant to such legislation that a permit is required for such actions, in which case such exemptions will not apply unless STT obtains the relevant permit.
- (b) Nothing in this Agreement (and in particular clause 5(a) is to be taken as fettering any discretion of the Secretary or any other person as to require and/or grant a permit pursuant to the legislation referred to in clause 5(a), nor is there to be taken to be any derogation from any Rights that may be granted by virtue of any certified forest practices plan regarding any of the circumstances referred to in the legislation referred to in clause 5(a).

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## **6 Termination**

### **6.1 Termination without cause**

Either party may terminate:

- (a) this Agreement (as a whole);
- (b) this Agreement partially through the termination of one or more complete Management Plans (provided that at least one Management Plan remains in existence) so that such terminated Management Plan no longer forms part of this Agreement,

at any time during the Term without showing cause on twelve months written notice to the other party.

## **6.2 Termination by the Secretary for breach**

- (a) The Secretary may terminate:
- (i) this Agreement (as a whole);
  - (ii) this Agreement partially through the termination of one or more complete Management Plans (provided that at least one Management Plan remains in existence) so that such terminated Management Plan no longer forms part of this Agreement, where the relevant default or breach relates specifically to the Management Plan that is sought to be terminated,
- by giving STT a written notice (“Termination Notice”) if, fifteen (15) business days after receipt of a written notice (“Default Notice”) requiring STT to do so, STT:
- (i) has not remedied each default in the performance of its obligations under this Agreement; or
  - (ii) continues to be in breach of any of the provisions of this Agreement; identified in the Default Notice.
- (b) The Termination Notice will be effective immediately upon STT receiving it.

## **6.3 General**

- (a) A termination or cancellation of this Agreement (whether partial or whole) is without prejudice to the Rights of either party (including in respect of any moneys owing or any other breach of this Agreement or where any party had a claim against the other) where those Rights arose prior to that termination or cancellation.
- (b) For the avoidance of doubt, the rights of termination contained in this clause 6 are cumulative with, and do not limit, replace, supersede or exclude, the Secretary’s Rights under the Act, including any Rights of termination and cancellation, and any other rights of termination and recovery of loss and damage under this Agreement or as may otherwise be available to the Secretary or STT at Law.

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# **7 Dispute resolution**

## **7.1 Process**

If a dispute or difference arises between the parties about the interpretation, implementation or enforcement of any term of this Agreement then:

- (a) the parties must act reasonably and use all reasonable endeavours to settle the dispute or difference within fifteen (15) business days of both parties becoming aware of the dispute;
- (b) if after the time period provided for in subclause (a) the parties are unable to resolve the dispute or difference by negotiation, the matter is to be discussed between the Secretary personally and the Chief Executive Officer personally; and
- (c) if after complying with subclause (b) the parties are still unable to resolve the dispute or difference by negotiation, the matter is to be referred to the Ministers responsible for the administration of the FMA and the Act, who’s decision will be final and binding on the parties.

## **7.2 Continuation of performance**

Despite the existence of any dispute or difference, unless this Agreement has been terminated, each party must continue to perform its obligations in accordance with this Agreement.

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## **8 Notices**

### **8.1 Notice requirements**

- (a) A notice, certificate, consent, application, waiver or other communication (each a **Notice**) under this Agreement must be:
  - (i) in legible writing in the English language;
  - (ii) subject to clauses 8.1(b) and 8.1(b), signed by or on behalf of the sender or by a lawyer for the sender;
  - (iii) marked for the attention of the person or position (if any) specified in the Details applicable to the intended recipient of the Notice or, if the intended recipient has notified otherwise, marked for attention in the way last notified; and
  - (iv) left or sent in accordance with clause 8.2.
- (b) A Notice sent by email is taken to have been signed by the sender.
- (c) A Notice must not be given orally.

### **8.2 Method and address for delivery**

- (a) Subject to clause 8.2(b), a Notice must be:
  - (i) left at the intended recipient's address set out in the Details;
  - (ii) sent by prepaid ordinary mail (or prepaid airmail, if from one country to another country) to the intended recipient's address set out in the Details; or
  - (iii) sent by email to the intended recipient's email address (if any) set out in the Details.
- (b) If the intended recipient of a Notice has notified the sender of another address or email address for the purposes of receiving Notices, then subsequent Notices to that intended recipient must be left at or sent to the address or email address (as applicable) last notified by that intended recipient.

### **8.3 Time of receipt**

- (a) Subject to clause 8.3(b), a Notice is taken to have been received by the intended recipient:
  - (i) if left at the intended recipient's address, at the time of delivery;
  - (ii) if sent by prepaid ordinary mail, on the third business day after the day of posting, or if sent by prepaid airmail from one country to another country, on the tenth business day after the day of posting; and
  - (iii) if sent by email, four hours after the time the email was sent (as recorded by the device from which the email was sent) provided that the sender has not received an automated message that the email has not been delivered.

- (b) If a Notice is received by a recipient on a day that is not a business day or after 4.00pm on a business day, the Notice is taken to be received at 9.00am on the next business day.
- (c) A Notice is effective from the time it is taken to have been received in accordance with clauses 8.3(a) and 8.3(b) (unless a later time is specified in the Notice, in which case the notice takes effect from that time).

#### **8.4 Other modes or places of service**

Nothing in this Agreement limits or excludes any other mode or place of service required by an applicable Law.

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## **9 Miscellaneous**

### **9.1 Governing law**

This Agreement is governed by the Laws applying in Tasmania.

### **9.2 Dispute jurisdiction**

The parties submit to the non-exclusive jurisdiction of courts with jurisdiction in Tasmania, and any courts that may hear appeals from those courts, in respect of any proceedings in connection with this Agreement.

### **9.3 Compliance with obligations**

- (a) A party must ensure that its officers, employees, volunteers, authorised contractors, agents and advisers involved in the performance by that party of its obligations under this Agreement:
  - (i) comply with the provisions of this Agreement related to that performance; and
  - (ii) do not conduct themselves in a way that would result in the party being in breach of this Agreement or that, if the conduct was undertaken by the party, would result in the party being in breach of this Agreement.
- (b) If a party is prohibited from doing anything under this Agreement, that party must not knowingly assist, authorise or allow any other person to do that thing.

### **9.4 Severance**

If a provision of this Agreement is or at any time becomes illegal, prohibited, void or unenforceable for any reason, that provision is to be read down so not to be so illegal, prohibited, void or unenforceable, and if incapable of being so read down, it is to be severed from this Agreement and the remaining provisions of this Agreement:

- (a) continue to be enforceable; and
- (b) are to be construed with such additions, deletions and modifications of language as are necessary to give effect to the remaining provisions of this Agreement.

### **9.5 Further assurance**

The parties agree to do or cause to be done all such acts, matters and things (including, as applicable, passing resolutions and executing documents) as are necessary or reasonably required to give full force and effect to this Agreement.

#### **9.6 Business days**

If the day on or by which an act, matter or thing is to be done under this Agreement is not a business day, that act, matter or thing must be done by no later than the next business day.

#### **9.7 No partnership or agency**

Unless stated to the contrary in this Agreement:

- (a) nothing contained or implied in this Agreement will:
  - (i) constitute, or be taken to constitute, a party to be the partner, agent or legal representative of another party for any purpose;
  - (ii) create, or be taken to create, a partnership or joint venture; or
  - (iii) create, or be taken to create, an agency or trust; and
- (b) a party must not represent or hold itself out to be a partner, joint venturer, agent or representative of another party.

#### **9.8 Legal costs**

Each party must bear their own costs in preparing and negotiating this Agreement.

#### **9.9 Amendment**

(Subject to clause 2.4(b)), this Agreement may only be amended or supplemented in writing signed by the parties.

#### **9.10 Waiver**

- (a) A failure or delay in exercising a Right does not operate as a waiver of that Right.
- (b) A single or partial exercise of a Right does not preclude any other exercise of that Right or the exercise of any other Right.
- (c) A Right may only be waived in writing, signed by the party to be bound by the waiver. Unless expressly stated otherwise, a waiver of a Right is effective only in the specific instance and for the specific purpose for which it was given.

#### **9.11 Successors and assigns**

This Agreement is binding on and benefits each party and, unless repugnant to the sense or context, their respective administrators, personal representatives, successors and permitted assigns.

#### **9.12 Rights cumulative**

Each Right provided for in this Agreement:

- (a) operates independently of any other Right provided for in this Agreement; and
- (b) is cumulative with, and does not exclude or limit, any other Right, whether at Law or pursuant to any other agreement, deed or document.

#### **9.13 No assignment**

A party must not assign any of its Rights and obligations under this Agreement except with the prior written consent of each other party.

**9.14 Disclosure**

- (a) Despite any confidentiality or intellectual property right subsisting in this Agreement, a party may publish all or any part of this Agreement without reference to another party.
- (b) Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cwlth).

**9.15 Determination**

Where a party is required or entitled to form or hold an opinion or view under or in relation to this Agreement, that opinion or view may be formed or held by an Authorised Officer for that party. This clause does not limit any other way in which a party may otherwise form or hold an opinion or view under or in relation to this Agreement.

**9.16 Doctrine of merger**

The doctrine or principle of merger does not apply to this Agreement or to anything done under or in connection with this Agreement. Accordingly, no Right or obligation of a party is merged in any thing done pursuant to this Agreement.

**9.17 No interference with executive duties or powers**


Nothing in this Agreement is intended to prevent, is to be taken to prevent, or prevents, the free exercise by the Governor, by any member of the Executive Council, or by any Minister of the Crown, of any duties or authorities of his or her office. Any provision of this Agreement that is inconsistent with this clause is of no legal effect to the extent of the inconsistency.


**Executed** as an agreement pursuant to section 31 of the Act.

# Signing

## Signing by Secretary

Executed as an agreement by **Deidre Wilson**, Acting Secretary of the Department of Primary Industries, Parks, Water and Environment in the presence of the witness named below:

Signature: → 

\*Witness signature: → 

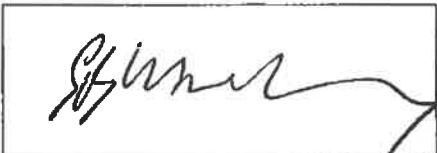
\*Witness print name and position: Josephine Doering  
Senior Executive Officer

\*Use BLOCK LETTERS

\*Witness print address: 134 Macquarie Street  
Hobart

## Signing by STT

Executed as an agreement on behalf of **Forestry Tasmania** trading as Sustainable Timber Tasmania by the person named below in the presence of the witness named below:

Signature: → 

Being a person who has authority to sign this Agreement on behalf of STT

\*Print name and position: Stephen Brian Whiteley  
Chief Executive Officer

\*Witness signature: → 

\*Witness print name and position: Daniel Hodgson  
Advisor

\*Use BLOCK LETTERS

\*Witness print address: 88a Regent St  
Sandy Bay TAS



# Schedule A –Management Plan

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## Management Plan for *Lathamus discolor* (Swift Parrot) in the Southern Forests

### 1 Definitions and Interpretation

In this Management Plan, the defined terms and interpretative provisions of clause 1 of the Agreement apply unless the context otherwise requires, and furthermore, the following terms have the following meaning in this Management Plan unless the context requires otherwise.

**Core Breeding Range** refers to the area within the south east potential breeding range that is within 10km of the coast or is designated as a SPIBA<sup>1</sup>.

**Department** means the Department of Primary Industries, Parks, Water and Environment (and where the context requires, includes the Secretary).

**Forest Harvesting** means the cutting and removal of trees from a forest for the purpose of wood production in accordance with a certified Forest Practices Plan. Removal of trees for any other purpose is not covered by this Management Plan.

**Hazardous Tree** means a tree identified as a hazardous tree under the Forest Safety Code<sup>2</sup>.

**Nesting Tree** means a tree with a nest that is formally identified and recorded by a Species Expert and verified by the Department.<sup>3</sup>

**Plan** means the plan attached hereto to this Management Plan marked as “Attachment A – Plan of Southern Forests”.

**Plantation** means stands of trees of either exotic or native species, created by the regular planting, sowing or control of cuttings, seedlings, seed or coppice.

**Potential Nesting Habitat** is defined by the *Potential Habitat Trees* spatial layer<sup>4</sup>, which identifies eucalypt trees approximately 130 years or older and larger than 150cm diameter in wet eucalypt forest or 100cm in dry eucalypt forest that have the potential to develop hollows used by fauna as habitat.

**Southern Forests** means those areas of PTPZ Land in southern Tasmania comprising approximately 58,000 hectares of native forest (being forest consisting of tree species that are native to Tasmania, other than plantations, and including mature, regrowth forests and regeneration forests) being the areas marked in various shades of blue and identified as Zone 1, Zone 2 and Zone 3 on the Plan.

**Species Expert** means a person with relevant tertiary qualification and/or demonstrated experience with the species.

**SPIBA** means Swift Parrot Important Breeding Area.

**Swift Parrot** means the species *Lathamus discolor* (and includes as the context requires all such birds in any stage of biological development (including eggs)) being a listed taxon under the Act.

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<sup>1</sup> Forest Practices Authority (2011). Biodiversity Values Database, (revised version), Forest Practices Authority, Hobart, Tasmania.

<sup>2</sup> Safety Standards Committee (2007). Forest Safety Code (Tasmania), Safety Standards Committee, Launceston, Tasmania.

<sup>3</sup> Verification will be based on any available, relevant information such as record accuracy and date, and/or field observations

<sup>4</sup> Sustainable Timber Tasmania (2018). Potential Habitat Trees, Developed August 2018. Sustainable Timber Tasmania.

**Zone 1** means all that part of the Southern Forest that exists on Bruny Island, being the area identified as Zone 1 on the Plan, having a total native forest area of approximately 1,600 hectares, of which 1,000 hectares has been identified as Potential Nesting Habitat.

**Zone 2** means all that part of the Southern Forest identified as Zone 2 on the Plan that exists within the Core Breeding Range for the Swift Parrot, having a total native forest area of approximately 30,300 hectares, of which 8,300 hectares has been identified as Potential Nesting Habitat.

**Zone 3** means all that part of the Southern Forest identified as Zone 3 on the Plan that exists outside the Core Breeding Range for the Swift Parrot, having a total native forest area of approximately 26,200 hectares.

## 2 Purpose

This Management Plan takes into account the conservation status and habitat needs of the Swift Parrot in Tasmania and aims to:

- (a) protect Swift Parrot Potential Nesting Habitat;
- (b) provide certainty for wood supply; and
- (c) contribute to the overall conservation of the Swift Parrot.

For the avoidance of doubt, the parties acknowledge this Management Plan relates to the Swift Parrot (being a listed taxon) only and in respect of that PTPZ Land that forms the Southern Forests.

## 3 Background and other matters

### 3.1 Status and Distribution

- (a) The Swift Parrot is listed as Critically Endangered under the *Environment Protection and Biodiversity Conservation Act 1999* (Cth), and is threatened in each state and territory in which it occurs.
- (b) Based on current knowledge of the ecology and distribution of the Swift Parrot, the species is threatened by predation by sugar gliders; habitat degradation and loss from forestry activities, unauthorised tree felling for firewood, and land clearance; and fire<sup>5,6,7</sup>. The species is also threatened by the effects of climate change, competition for food and nest sites, flight collision hazards, psittacine beak and feather disease and illegal capture and trade<sup>8</sup>.
- (c) The Swift Parrot breeds in Tasmania between September and January, nesting in tree hollows of eucalypt species<sup>9</sup>. After breeding, the majority of birds migrate to mainland Australia where they over-winter until returning to Tasmania in early spring<sup>9</sup>.

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<sup>5</sup> Heinsohn R, et al. (2015). A severe predator-induced population decline predicted for endangered, migratory swift parrots (*Lathamus discolor*). *Biological Conservation* 186, 75–82.

<sup>6</sup> Stojanovic D, et al. (2012). Ground-based survey methods both overestimate and underestimate the abundance of suitable tree-cavities for the endangered Swift parrot. *Emu*, 112(4), 350-356.

<sup>7</sup> Stojanovic D et al. (2014). Discovery of a novel predator reveals extreme but highly variable mortality for an endangered migratory bird. *Diversity and Distributions* 20, 1200-1207

<sup>8</sup> Saunders DL, Tzaros C (2011). National Recovery Plan for the Swift Parrot *Lathamus discolor*. Birds Australia, Melbourne.

<sup>9</sup> Brown PB (1989). The Swift Parrot *Lathamus discolor* (White): a report on its ecology, distribution and status, including management considerations. Prepared for the Australian Heritage Commission. Department of Lands Parks and Wildlife, Hobart, Tas.

- (d) The Swift Parrot breeding season coincides with the flowering period of the Tasmanian blue gum (*Eucalyptus globulus*) and black gum (*Eucalyptus ovata*). The nectar from these flowers is generally accepted to be the primary foraging resource during this time<sup>9</sup>.
- (e) The known breeding distribution of the Swift Parrot in eastern Tasmania primarily falls within the natural range of blue gum<sup>10</sup>. The Swift Parrot also breeds in northwest Tasmania outside the natural range of blue gum where the species relies largely on *E. ovata* and planted *E. globulus*<sup>9,11</sup>. Importantly, Swift Parrot breeding distribution follows the flowering patterns of *E. globulus* and *E. ovata* and is therefore unpredictable<sup>12</sup>.
- (f) Offshore Tasmanian islands, including Bruny and Maria Islands, are within the core range of the Swift Parrot and may form breeding strongholds for the species as they are currently free of predatory sugar gliders<sup>7</sup>.

### 3.2 Management Context

- (a) This Management Plan sits within a broader framework of sustainable forest management that is applied to PTPZ Land and employs a range of conservation measures, including conservation of rainforest, old growth, threatened species, connectivity and other forest values<sup>13</sup>.
- (b) Swift Parrots are currently managed on PTPZ Land under the Tasmanian forest practices system. This approach, detailed in section D3.3 of the Code, requires specific management prescriptions to be developed for each individual coupe – an area of forest that is planned for harvest – in accordance with procedures agreed between the Forest Practices Authority and the Department.

### 3.3 Area covered

The area covered by this Management Plan are those areas shown as Zone 1, Zone 2 and Zone 3 on the Plan.

In the event that there is any dispute as to the exact boundaries of Zone 1, Zone 2 and/or Zone 3 then the Secretary's (acting reasonably) decision as to such matters will be final and binding on the parties.

## 4 Management Plan obligations on STT

### 4.1 Requirements for all Zones – Zone 1, Zone 2 and Zone 3

In each of Zone 1, Zone 2 and Zone 3, all Forest Harvesting and associated activities carried out and managed by STT must be performed so that:

- (a) there is compliance at all times with all relevant Laws relating to the Swift Parrot;
- (b) no such Forest Harvesting and associated activities occur within 50 metres of a Nesting Tree (where nest activity has been identified) for the duration of the Term;

<sup>10</sup> Williams K, Potts BM (1996). The natural distribution of Eucalyptus species in Tasmania. *Tasforests* 8, 39–164.

<sup>11</sup> Mallick S, James D, Brereton R, Plowright S (2004). Blue-gums *Eucalyptus globulus* in north-west Tasmania: an important food resource for the endangered Swift Parrot *Lathamus discolor*. *Victorian Naturalist* 101, 36–46.

<sup>12</sup> Webb MH, Holdsworth MC, Webb J (2012). Nesting requirements of the endangered Swift Parrot (*Lathamus discolor*). *Emu*, 112, 181–188.

<sup>13</sup> Forestry Tasmania (2016). Forest Management Plan. Forestry Tasmania, Hobart.

- (c) if a swift parrot is sighted within an operational area, all Forest Harvesting will cease within 50 metres of that area until further advice is obtained from the Department as to whether operations can proceed in accordance with this Agreement. If no decision has been made by the Department by the end of the breeding season then, operations may proceed before the next breeding season.

#### **4.2 Further requirements for Zone 1 and Zone 2**

In addition to the obligations and terms set out in clause 4.1 of this Management Plan, in each of Zone 1 and Zone 2, all Forest Harvesting and associated activities carried out and managed by STT must be performed:

- (a) so as to exclude Potential Nesting Habitat from all Forest Harvesting and associated activities except where such is reasonably necessary to provide for:
  - (i) access to production forest that is required through Potential Nesting Habitat (including but not limited to roads, tracks and/or cables), provided that in such circumstances STT must use all reasonable endeavours to avoid disturbing Potential Nesting Habitat trees and to minimise disturbance to the area identified as Potential Nesting Habitat; or
  - (ii) removal of Hazardous Trees consistent with workplace safety requirements; or
  - (iii) emergency activities or response pursuant to STT's powers under the *Forest Management Act 2013*;
- (b) in such manner whereby STT uses best endeavours to protect Potential Nesting Habitat from degradation associated with:
  - (i) forest regeneration burns;
  - (ii) bushfires (it being acknowledged by the parties that bushfire protection may require prevention and containment measures that disturb Potential Nesting Habitat); and
  - (iii) other forms of disturbance associated with forestry activities (except for reasons identified in this Management Plan) undertaken by or on behalf of STT.

The parties also acknowledge Zone 1 is distinguished as a separate management zone as habitat in Zone 1 has extra importance for the species, being free of the sugar glider, which predate on Swift Parrots.

#### **4.3 Reporting requirements**

In addition to the obligations set out in clause 3 of the Agreement itself, STT must:

- (a) participate in good faith and provide all assistance requested in any review process requested by the Secretary at any time during the Term (including providing reports, documentation and photographs as reasonably requested) regarding any matter dealt with or referred to in this Management Plan; and
- (b) without limiting the generality of clause 4.3(a), to provide the Secretary with an annual report (in a form satisfactory to the Secretary acting reasonably) in relation to STT's implementation of and compliance with the terms of this Management Plan by each 31 August occurring during the Term, which report is to deal with

STT's activities in respect thereof for the calendar year occurring prior to that 31 August date.

# Attachment A – Plan of Southern Forests

