



***ENVIRONMENT PROTECTION AND
BIODIVERSITY CONSERVATION ACT 1999 (Cth)***

Part 10 Strategic Assessment

Section 146 Agreement

Variation Agreement (No. 1)

Strategic Assessment of the impacts of actions taken in the Middle Arm Sustainable Development Precinct on matters protected by Part 3 of the EPBC Act.

between

THE COMMONWEALTH MINISTER FOR THE ENVIRONMENT

and

THE NORTHERN TERRITORY CHIEF MINISTER

Parties

The Parties to this Agreement are:

The Commonwealth Minister for the Environment;

and

The Northern Territory Chief Minister.

Background

- A. On 31 March 2022, the Commonwealth Minister for the Environment and the Northern Territory Chief Minister entered into an agreement (**Original Agreement**) under section 146 of the *Environment Protection and Biodiversity Protection Act 1999* (**EPBC Act**).
- B. Pursuant to clause 13 of the Original Agreement, the Parties have agreed to vary the Original Agreement in accordance with this Variation Agreement (No. 1).

Provisions

1. Commencement

This Variation Agreement (No. 1) commences on signature by the last party to sign.

2. Amendments to the Original Agreement

With effect from the commencement of this Variation Agreement (No. 1), the Original Agreement is varied as follows:

- (a) remove Attachment 1: Indicative Map of Strategic Assessment Area and substitute it with Attachment 1: Revised Maps of Strategic Assessment Area;
- (b) insert all clauses and words that are underlined and delete all clauses and words that are crossed through in the copy of the Original Agreement that forms Attachment A to this Variation Agreement (No. 1); and
- (c) update the department's name to the Department of Climate Change, Energy, the Environment and Water.

3. Agreement continues in force

The Original Agreement continues in full force and effect, as varied by this Variation Agreement (No. 1). All references to *Attachment 1: Indicative Map of Strategic Assessment Area* are to be taken as references to *Attachment 1: Revised Maps of Strategic Assessment Area*.

4. Counterparts

This Variation Agreement (No. 1) may be executed in counterparts. All executed counterparts constitute one document.

Execution

For the Commonwealth Minister for the Environment

Name and Position Julie Kennett
Acting Branch Head
Assessments (WA, SA, NT) West Branch

Signature 

Date 22 November 2023

For the Chief Minister of the Northern Territory

Name and Position Andrew Kirkman
Chief Executive
The Northern Territory Department of Infrastructure, Planning,
and Logistics

Signature 

Date November 2023
4/12/23



***ENVIRONMENT PROTECTION AND
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1. Parties

1.1 The Parties to this Agreement are:

The Commonwealth Minister for the Environment, as represented by the Department of ~~Agriculture, Water and the Environment~~ Climate Change, Energy, the Environment and Water (**Environment Department**).

and

The Northern Territory Chief Minister as represented by the Northern Territory Department of Infrastructure, Planning and Logistics (**DIPL**).

2. Definitions

2.1 Unless the context indicates otherwise in this Agreement, the definitions, meanings and terms in the EPBC Act apply to this Agreement including its attachments.

2.2 In this Agreement:

Agreement means this Strategic Assessment agreement entered into by the Parties on the date the last party executes this Agreement and includes any attachments and any variations.

Attachment means an attachment to this Agreement.

Commonwealth Minister means the Commonwealth Minister with responsibility for administering the EPBC Act and includes a delegate of the Commonwealth Minister.

Department of Infrastructure, Planning and Logistics (DIPL) means the Department that will be responsible for the Strategic Assessment.

Disclosable Information means Information that both Parties agree is relevant and appropriate to be disclosed or published to third parties in the course of the Strategic Assessment or thereafter with each Party exercising its absolute discretion in this regard and without limiting the foregoing will not include Information that in the reasonable opinion of either of the Parties is Information:

- a) that if disclosed or published by DIPL, would constitute a prohibited or unauthorised disclosure or publication under any Northern Territory written law;
- b) that if disclosed or published by the Commonwealth, would constitute a prohibited or unauthorised disclosure or publication under any Commonwealth written law;
- c) that if disclosed or published would:

- i. be reasonably anticipated to give rise to any legal or equitable claim or liability; or
 - ii. constitute a waiver of privilege in the absence of consent of the Party possessing that privilege;
- d) that is confidential in nature, personal Information or likely to be considered sensitive by an Aboriginal group in circumstances where authorisation or consent to disclose or publish such Information has not been obtained; or
- e) is environmentally sensitive Information which, if published or published in a particular manner, may increase a risk of damage to the protected matters to which the Information relates.

Environment Department means the Commonwealth Department with responsibility for administering the EPBC Act from time to time.

EPBC Act means the *Environment Protection and Biodiversity Conservation Act 1999* (Cth).

Impact means an impact as defined under section 527E of the EPBC Act.

Environmental Impact Statement (EIS) means the report describing and assessing the impacts of implementing the Program, including the impacts of an action or class of actions on protected matters, as contemplated by section 146(2)(a) of the EPBC Act, and prepared in accordance with clauses 6 and 7 of this Agreement.

Impacts to which this Agreement relates means the impacts of actions taken under the Program on any matter protected by a provision of Part 3 of the EPBC Act.

Information includes data, information, knowledge and understanding developed for the purpose of the Strategic Assessment of the Strategic Assessment Area for use in:

- a) the development of the Program and other documents; and
- b) the assessment of the impacts of implementing the Program.

Parties means the Parties to this Agreement as set out in clause 1.

Program means the 'policy, plan or program' to be prepared by DIPL in respect of which the EIS and Supplementary EIS will relate.

Protected matter means a matter protected under Part 3 of the EPBC Act.

Strategic Assessment means the assessment referred to in clause 3.1 of this Agreement.

Strategic Assessment Area means the Middle Arm Sustainable Development Precinct and all land and sea within the boundary, as shown in the maps at **Attachment 1**.

Supplementary EIS means a report, provided for in clause 7.8, which includes:

- a) a summary of all the public comments received in response to the draft Program and draft EIS; and
- b) sets out how comments have been addressed through modification/s to the Program or EIS, if any, following the public comment period on the draft EIS and draft Program.

Terms of Reference means the Terms of Reference for the EIS as specified under section 146(1B)(b) of the EPBC Act and prepared in accordance with clause 6 of this Agreement, unless otherwise specified.

In this Agreement references to the singular include the plural, subject to any contrary intention.

3. Background

- 3.1 Section 146(1) of the EPBC Act allows the Commonwealth Minister to agree in writing with a person responsible for the adoption or implementation of a policy, plan or program that an assessment be made of the impacts of actions under the policy, plan or program on relevant protected matters.
- 3.2 The Parties acknowledge that the Strategic Assessment Area has significant environmental values that must be considered alongside the economic and social benefits of development in the region.
- 3.3 A Strategic Assessment is a step toward endorsement of the Program and approval of actions under the Program which, if endorsed and approved, will enable economic development and environmental protection up to the next 50 years. It will support the consideration of future land uses and opportunities in an open and transparent manner and provide greater certainty to stakeholders.
- 3.4 The Environment Department will prepare a draft and final Terms of Reference for the EIS that will assess the impacts of implementing the Program.
- 3.5 In consultation with the Environment Department, the Northern Territory Government (as represented by DIPL), will prepare:
 - a) a draft Program, for endorsement under the EPBC Act, that will support and manage the environmental impacts from the development of a strategic industrial area at Middle Arm; and

- b) a draft and final EIS, which considers the cumulative social, economic and environmental impacts of implementing the Program at a landscape or regional scale on protected matters.
- 3.6 The draft Terms of Reference and draft EIS will be made available for public comment, following review and comment by the Environment Department.
- 3.7 After considering the final EIS, the Commonwealth Minister may decide to endorse the draft Program if the Commonwealth Minister is satisfied that:
 - a) the EIS meets the Terms of Reference;
 - b) the EIS adequately addresses the impacts of implementing the Program, including the impacts of an action or class of actions, on protected matters; and
 - c) any recommended modifications to the draft Program, or modifications having the same effect, have been made by DIPL.
- 3.8 The Parties acknowledge that endorsement of the Program itself does not constitute any approval under the EPBC Act for the taking of actions for which approval is required under the EPBC Act.
- 3.9 If the Commonwealth Minister decides to endorse the draft Program, the Commonwealth Minister may then, under section 146B of the EPBC Act, decide to approve the taking of an action, or classes of actions, in accordance with the endorsed Program.
- 3.10 The Program will aim to provide opportunities for the sustainable development of the Strategic Assessment Area. Development may include, but is not limited to, land development, land and marine enabling infrastructure, industrial development and utilities.
- 3.11 For the removal of doubt, the statements in this clause are intended to be statements of information only and do not form part of the operative terms of this Agreement.

4. Coordination of the Commonwealth and Territory Assessment Process

- 4.1 Steps or processes in the assessment of the impacts of the actions to be taken in accordance with the Program under Part 10 of the EPBC Act may be done concurrently with the Northern Territory Strategic Proposal Assessment under the *Environment Protection Act 2019* (NT), provided that doing so will meet the requirements of each law.
- 4.2 Measures to achieve streamlining between the Territory and Commonwealth environmental assessment processes may include but are not limited to:

- a) Centralisation and coordination of public consultation periods on the draft Terms of Reference prepared under the EPBC Act and the draft Terms of Reference prepared under the *Environment Protection Act 2019* (NT).
 - b) The drafting and provision of a single draft and final EIS that addresses both Territory and Commonwealth matters.
 - c) Coordinated review of the draft EIS and draft Program including the provision of a consolidated response document, that includes comments of the Territory and Commonwealth.
 - d) Centralisation and coordination of public consultation periods on the draft Program and draft EIS, to be managed by DIPL.
- 4.3 Any streamlining measures, including those identified in clause 4.2, may only be implemented by written agreement from both Parties and provided doing so meets, addresses or replaces the requirements of this Agreement and the Terms of Reference, to the satisfaction of the Environment Department.

5. Development of the Program

- 5.1 The Parties agree that DIPL will develop a Program that will detail opportunities for the sustainable development of the Strategic Assessment Area.
- 5.2 The Program will seek to maximise conservation of protected matters that occur within the agreed Strategic Assessment Area through a landscape approach to environmental conservation.
- 5.3 The Program must be developed in accordance with the requirements of the endorsement criteria (Attachment 2) and must include, but may not be limited to:
- a) the identification of areas for development;
 - b) the identification of the action, or the classes of actions, proposed to be undertaken within the Strategic Assessment Area, including a description of how these actions are related to development activities regulated and/or managed under Territory legislative requirements¹;
 - c) outcomes and commitments for the conservation of protected matters, based on the 'avoid, mitigate and offset' hierarchy of principles;
 - d) outcomes and commitments for regulatory and administrative efficiencies including for governments and third-party developers;

¹ For an action, or a class of actions, to be covered by the Part 10 approval, they must be identified pre-endorsement and adequately assessed through the EIS.

- e) an implementation framework that describes how the Program will be efficiently and effectively implemented (including how commitments for the conservation of protected matters set out in the Program will be achieved); and
- f) an assurance framework that describes how the named approval holder (or holders) will demonstrate and adaptively manage the effectiveness of proposed regulatory, administrative and protected matter outcomes.

5.4 The Program may include additional content relating to other responsibilities of the Territory.

5.5 DIPL agrees to consult with interested stakeholders on the development of the draft Program.

5.6 The processes for the review and publication of the draft Program are detailed at clause 7, the processes for assessing the suitability of the Program are at clause 8, and the established criteria for endorsement of the Program by the Commonwealth Minister are at clause 9.

6. Terms of Reference for the EIS

6.1 Pursuant to section 146(1B)(b) of the EPBC Act, the Parties agree that a draft Terms of Reference will be prepared for an EIS that will assess the impacts of implementing the Program, including the impacts of an action, or class of actions, on protected matters.

6.2 The Environment Department will prepare a draft Terms of Reference, in consultation with DIPL.

6.3 DIPL must publish the draft Terms of Reference for public comment upon direction from the Environment Department. DIPL must ensure that a notification of the draft Terms of Reference:

- a) is posted on the DIPL website (or any other appropriate Northern Territory Government website approved by the Environment Department);
- b) is published in a national newspaper and a territory daily newspaper circulating in the Northern Territory;
- c) invites public comment on the draft Terms of Reference for the EIS for a period specified by the Commonwealth Minister. The specified period must be at least 28 days and must be included in the notice; and
- d) mentions:
 - i. that the draft Terms of Reference are available for public comment;

- ii. the provision of the EPBC Act that requires the draft Terms of Reference for the EIS to be published (i.e. section 146(1B)(b)(ii));
 - iii. where and how copies may be obtained in an electronic and hard copy form without charge or at a reasonable cost;
 - iv. contact details for obtaining further information, including reasonable access for persons with special needs; and
 - v. the address to which public comments should be provided.
- 6.4 The notice referred to in clause 6.3 and the draft Terms of Reference must be made available on the Environment Department and DIPL websites (or any other appropriate Northern Territory Government website approved by the Environment Department).
- 6.5 The Parties may separately notify any person of the notice in clause 6.3 and of the availability of the draft Terms of Reference.
- 6.6 Following consideration by DIPL of the public comments (if any) on the draft Terms of Reference and the making of any revisions by DIPL in consultation with the Environment Department, DIPL will ensure that the following are submitted to the Commonwealth Minister:
- a) a copy of all public responses relating to the draft Terms of Reference;
 - b) a document summarising public comments and how these public comments have, or have not, been taken into account in the revised draft Terms of Reference; and
 - c) a revised draft Terms of Reference taking into account the public comments (if required).
- 6.7 If the Commonwealth Minister is satisfied that the revised draft Terms of Reference will provide for an EIS that adequately addresses the impacts of implementing the Program, the Commonwealth Minister will notify DIPL that the draft Terms of Reference can be finalised. On receipt of notification from the Commonwealth Minister that the revised draft Terms of Reference can be finalised, DIPL must finalise the Terms of Reference.
- 6.8 The finalised Terms of Reference will be published on the Environment Department and DIPL websites (or any other appropriate Northern Territory Government website approved by the Environment Department).

7. Preparation of the EIS and Program

- 7.1 In accordance with this Agreement and the finalised Terms of Reference, DIPL must prepare a draft EIS that provides an assessment of the impacts of

implementing the Program, including the impacts of an action or class of actions, on protected matters.

- 7.2 The Environment Department will provide comments on the draft Program and draft EIS. The Environment Department will assist DIPL by providing comments in a timely manner including comments on whether the Environment Department considers the draft EIS adequately addresses the cumulative social, economic and environmental impacts of implementing the Program at a landscape or regional scale on protected matters, including the suitability of proposed avoidance, mitigation and offset measures.
- 7.3 DIPL will amend the draft Program and draft EIS to incorporate the Environment Department's comments. The updated draft Program and draft EIS will be provided to the Environment Department accompanied by a summary document that demonstrates how any comments from the Environment Department have been addressed.
- 7.4 Following completion of the process set out in clauses 7.1 – 7.3 of this Agreement, the Commonwealth Minister will direct DIPL to invite public comment on the draft Program and draft EIS. DIPL must ensure that a notification of the draft Program and draft EIS:
- a) is posted on the DIPL website (or any other appropriate Northern Territory Government website approved by the Environment Department);
 - b) is published in a national newspaper and a territory daily newspaper circulating in the Northern Territory;
 - c) invites public comment on the draft Program and draft EIS for a period specified by the Commonwealth Minister. The specified period must be at least 28 days (or as otherwise specified by the Environment Minister) and must be included in the notice; and
 - d) mentions:
 - i. that the draft Program and draft EIS are available for public comment;
 - ii. the provision of the EPBC Act that requires the draft Program and draft EIS to be published (i.e. section 146(2)(b))
 - iii. where and how copies may be obtained in an electronic and hard copy form without charge or at a reasonable cost;
 - iv. contact details for obtaining further information, including reasonable access for persons with special needs; and
 - v. the address to which public comments should be provided.

- 7.5 The Parties may separately notify any person of the availability of the draft Program and draft EIS.
- 7.6 The notice referred to in clause 7.4, the draft EIS and Program may also be made available electronically on the Environment Department's website.
- 7.7 If, following consideration of any public comments received, either of the Parties is of the view that significant amendments to the draft Program or draft EIS are required, either of the Parties may elect to re-publish the draft Program and draft EIS. Clauses 7.4 - 7.6 will apply to the re-advertised documents.
- 7.8 Following consideration of any public comments received (if any), DIPL will prepare, and then submit to the Environment Department for further comment:
- a) a copy of all public comments;
 - b) a revised draft EIS (if required) that takes into account the public comments received (if any);
 - c) a revised draft Program (if required) that takes into account the public comments received (if any); and
 - d) a Supplementary EIS which addresses how all public comments have been addressed through revisions to the draft EIS or Program (if required).
- 7.9 The draft Program and EIS must be updated to reflect any further comments provided by the Environment Department (if required); or modified in a manner that has the same effect as the comment provided.
- 7.10 DIPL must then finalise and submit the following documents to the Commonwealth Minister:
- a) the final EIS;
 - b) the draft Program; and
 - c) the Supplementary EIS.

8. Consideration of the EIS and the Program

- 8.1 Following receipt of the final EIS, the draft Program and the Supplementary EIS (as detailed in clause 7.10 of this Agreement), the Commonwealth Minister may make recommendations to DIPL about the draft Program, including recommendations for the modification of the draft Program.
- 8.2 The Commonwealth Minister may request any additional Information they consider necessary in order to consider whether the final EIS adequately

addresses the impacts of implementing the draft Program, including the impacts of an action or class of actions on protected matters.

8.3 If the Commonwealth Minister makes recommendations about the draft Program, DIPL:

- a) may seek clarification from the Commonwealth Minister on the recommendations;
- b) must modify the draft Program to give effect to the Commonwealth Minister's recommendations; or
- c) must modify the draft Program in a manner that has the same effect as the modifications recommended by the Commonwealth Minister.

8.4 If DIPL modifies the draft Program in response to the Commonwealth Minister's recommendations, DIPL must submit to the Commonwealth Minister for consideration:

- a) the modified draft Program; and
- b) a summary of how the Commonwealth Minister's recommendations were given effect.

9. Endorsement of the Program

9.1 The Commonwealth Minister may endorse the draft Program if satisfied that:

- a) the EIS adequately addresses the impacts of implementing the draft Program, including the impacts of an action or class of actions on protected matters; and/or
- b) either the recommended modifications to the draft Program, or modifications having the same effect, have been made.

9.2 In considering whether to endorse the draft Program, the Commonwealth Minister will have regard to the criteria for endorsement of the Program at Attachment 2.

9.3 If the draft Program is endorsed by the Commonwealth Minister, DIPL and the Environment Department must make the final EIS, endorsed Program and (if relevant) Supplementary EIS, publicly available electronically on DIPL websites (or any other appropriate Northern Territory Government website approved by the Environment Department) for the life of the endorsed Program.

10. Approval of actions

10.1 The Parties acknowledge that, under section 146B of the EPBC Act, the Commonwealth Minister may approve the taking of an action, or class of

actions, in accordance with an endorsed Program. The effect of this approval decision is that any actions or classes of actions approved under section 146B would not need further approval by the Commonwealth Minister under the EPBC Act if taken in accordance with the endorsed Program and any conditions attached to the Part 10 approval.

- 10.2 The Parties agree that an approval holder (or holders) will be named for any approval of actions, or classes of actions, granted under section 146B of the EPBC Act, noting that any approval may, by reference to the endorsed Program, permit persons other than the named approval holder to undertake an action, or class of actions, in accordance with the endorsed Program.
- 10.3 If the Commonwealth Minister decides to approve the taking of an action, or class of actions, in accordance with the endorsed Program, the Commonwealth Minister will:
- a) provide a copy of draft conditions of approval to the named approval holder (or holders) for comment prior to finalising the conditions;
 - b) where appropriate, seek to ensure that conditions are outcomes-based; and
 - c) where appropriate, identify in the condition a named approval holder with responsibility for the condition.
- 10.4 The Parties will make any approval and approval conditions publicly available through the Environment Department and DIPL websites (or any other Northern Territory Government website approved by the Environment Department) for the life of the approval.

11. Environmental information management

- 11.1 The Parties agree to work cooperatively and share Information, to the fullest extent practical, so as to avoid duplication of work in undertaking the Strategic Assessment pursuant to this Agreement. The Parties commit to the following open access objectives with respect to Disclosable Information:
- a) Information is accessible and reusable by the community, business, government and other stakeholders.
 - b) Information is published under an open licence (preferably Creative Commons licence), and available in the public domain.
 - c) Information is published and described in a way that maximises discovery and reuse, preferably online, and in open formats.
 - d) Information is published at the highest resolution and accuracy available.

- e) Information is released electronically at no cost to users or, if other formats are required, at minimal cost.

11.2 Nothing in this Agreement derogates from any legal obligation on the part of the Parties or their respective officers in respect of disclosure of Information generally or the exercise of any legal right or privilege of the Parties in respect of disclosure of Information as between the Parties, but otherwise the Parties will not disclose Information other than Disclosable Information.

11.3 The exchange or submission of Information to the other Party will be subject to appropriate agreed Information management practices and protocols.

11.4 The Parties agree to develop and maintain a data management plan to record the key pieces of data and information generated for the Strategic Assessment.

12. Governance arrangements and dispute resolution

12.1 The Parties agree to use best endeavours to establish agreed timelines for arrangements to progress the Strategic Assessment in a cooperative, timely and efficient manner. This may include preparation of joint or individual project plans.

12.2 The Parties agree to use reasonable efforts to resolve by negotiation any problem that arises between them in the course of carrying out this Agreement (**Dispute**). A Party will not terminate this Agreement as a result of a Dispute until the following process has been exhausted:

- a) If there is a Dispute between the Parties concerning this Agreement, either Party may give written notice of the Dispute to the other party which will state that it is a notice under this clause and will specify the details of the Dispute concerned.
- b) Management representatives (Director equivalent) of each of the Parties will endeavour in good faith to agree upon a resolution of the Dispute.
- c) Should management representatives fail to reach a resolution within 10 business days of receipt of a notice of Dispute (or another timeframe agreed to in writing between the Parties), the Dispute will be taken to Senior Executive Service (SES) or equivalent representatives of each of the Parties.
- d) SES representatives will endeavour in good faith to agree upon a resolution of the Dispute.
- e) Should the SES representatives fail to resolve the Dispute within 10 business days (or other timeframe agreed to in writing between the Parties), the Dispute will be taken to the:
 - i. relevant Deputy Secretary of the Environment Department, and

ii. relevant Chief Executive Officer.

who will endeavour to reach agreement regarding the Dispute.

13. Variation

13.1 The Parties may vary this Agreement by written agreement only to the extent that the varied Agreement is consistent with the provisions of the EPBC Act.

13.2 Any variation to this Agreement shall be published on the Environment Department and DIPL websites (or any other appropriate Northern Territory Government website approved by the Environment Department).

14. Termination

14.1 This Agreement may be terminated at any time by written notice from either Party, except where the termination relates to a dispute and the procedure at clause 12.2 has not been followed.

15. General

15.1 Any notice given by a Party under this Agreement must be in writing and hand delivered or sent by pre-paid post or email to the appropriate representative at the specified address. The appropriate representative for each Party is:

- a) The Chief Executive Officer, (Chief Executive Officer, Department of Infrastructure, Planning and Logistics, Northern Territory Government, GPO Box 1680, Darwin, NT, 0801)
- b) Assistant Secretary of the Branch managing the Strategic Assessment within the Environment Department (Assistant Secretary, Assessments and Post Approvals Branch, Environment Approval Division, GPO Box 787 Canberra ACT 2601).

15.2 Notwithstanding any other provision of this Agreement, the Parties may disclose information about this Agreement, including personal information, where required or permitted to be disclosed by law.

SIGNED by the Commonwealth Minister
for the Environment:

The Hon Sussan Ley MP

Name of Witness

Signature

Signature of Witness

Date

SIGNED by the Northern Territory Chief
Minister:

The Hon Michael Gunner MLA

Name of Witness

Signature

Signature of Witness

Date

Attachment 1: Indicative Map of Strategic Assessment Area Revised Maps of Strategic Assessment Area

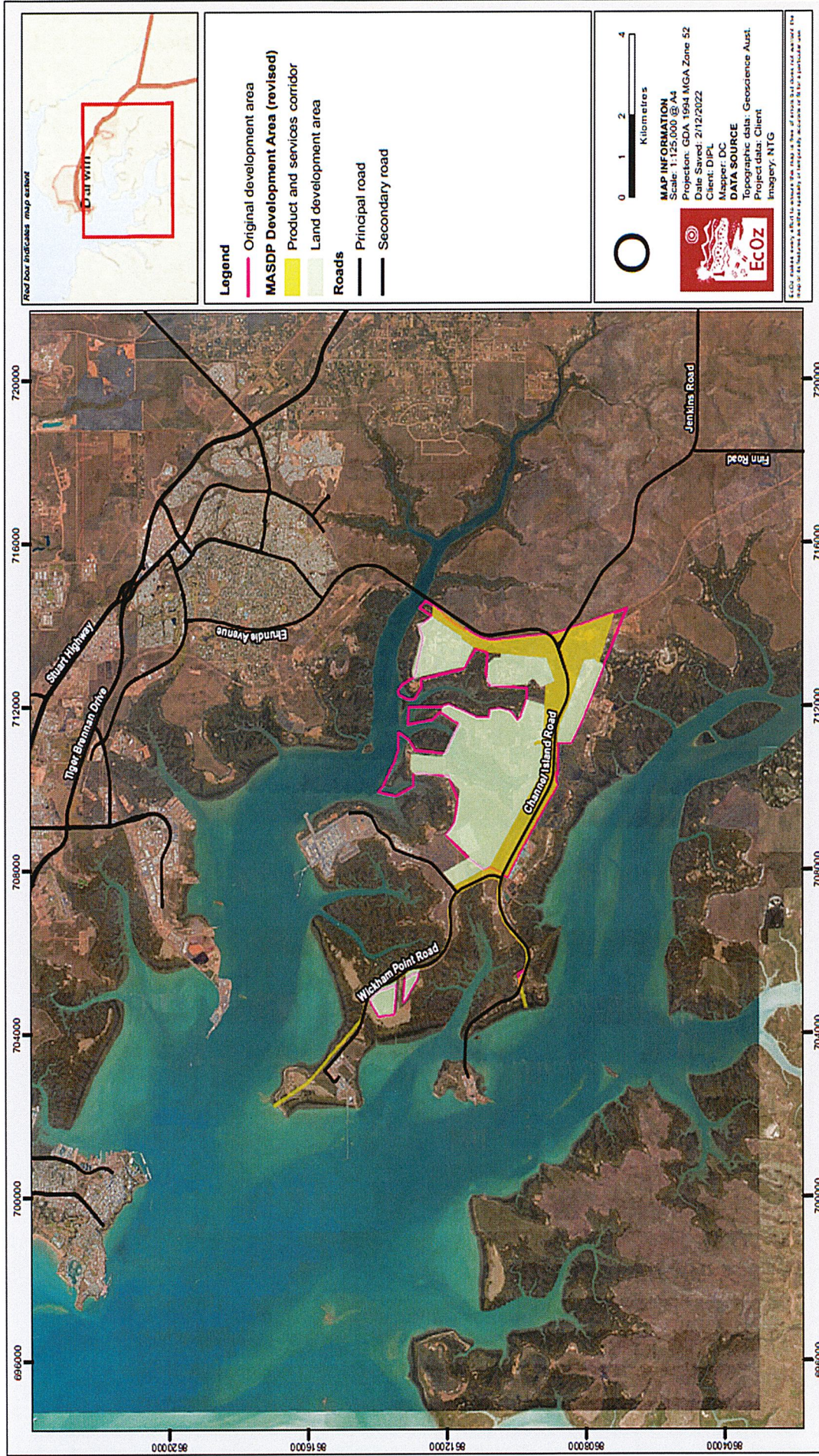
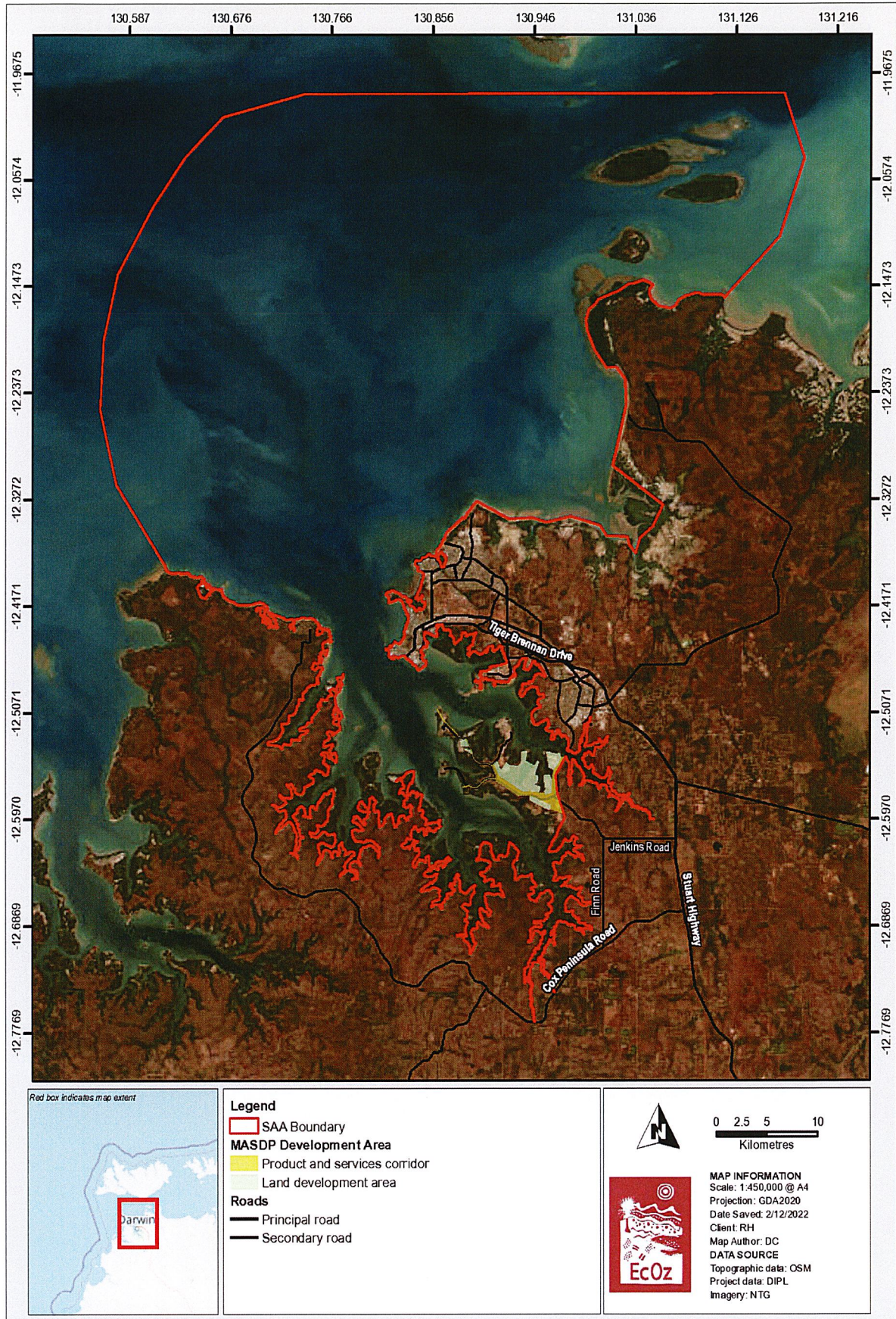


Figure 2-31: ECOZ Development EUCP Variation GIS (2022) - Revised Future impact assessment - APM11 - Project Eucop - Final Map: Comparison of original and revised development area.mxd

Comparison of original and revised development area



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Revised MASDP development area

Attachment 2: Endorsement Criteria for the Program (Clause 9)

In determining whether or not to endorse the draft Program, the Commonwealth Minister will consider the following criteria.

General

- 1) In determining whether they are satisfied that the EIS adequately addresses the impacts of implementing the Program, including impacts from an action or class of actions, the Commonwealth Minister must have regard to the extent to which the draft Program meets the objectives of the EPBC Act, including how it:
 - a) protects the environment, especially those aspects of the environment that are protected matters under Part 3 of the EPBC Act;
 - b) promotes ecologically sustainable development² through the conservation and ecologically sustainable use of natural resources;
 - c) promotes the conservation of biodiversity and provides for the protection and conservation of heritage;
 - d) promotes a cooperative approach to the protection and management of the environment; and
 - e) assists in the cooperative implementation of Australia's international environmental responsibilities.

Scope

- 2) The Program will:
 - a) describe how the Program is to operate;
 - b) use plain English and be written in a way that assists readers who do not have background in or detailed knowledge of the EPBC Act;
 - c) provide a named approval holder (or holders);
 - d) describe the role and responsibilities of the named approval holder (or holders), the Environment Department and other relevant agencies;
 - e) define the action or classes of actions that have been assessed in the EIS, including how these are related to development activities regulated and/or managed under Territory legislative requirements;
 - f) define persons who can take an action under the Program;
 - g) define the timeframe of the Program;
 - h) define the spatial area of the strategic assessment;
 - i) define the class of actions' boundaries; and

² Section 3A: Principles of ecologically sustainable development (EPBC Act 1999)

- j) define matters excluded from the scope of the Program, including but not limited to:
 - i) actions that have already been found not to be controlled actions under section 75(1) of the EPBC Act;
 - ii) actions that have already been approved under section 133(1) of the EPBC Act; and
 - iii) actions not assessed or specifically excluded from the Program.

Environmental, administrative and regulatory strategic assessment outcomes

3) The Program will:

- a) identify the protected matters that are relevant to the Program;
- b) summarise the expected duration, extent and likely severity of the impacts of implementing the Program on protected matters;
- c) demonstrate how the cumulative impacts to protected matters of all proposed activities identified in the EIS will be avoided and mitigated;
- d) provide for appropriate offsets in accordance with the *EPBC Act Environment Offsets Policy*³, in the event that impacts to protected matters cannot be fully avoided or mitigated;
- e) define clear and measurable outcomes and commitments for the management and conservation of protected matters that are relevant to the Program, including specific, measurable, achievable, relevant and timely performance indicators to demonstrate progress towards achieving these outcomes and commitments; and
- f) define clear and measurable outcomes and commitments for the achievement of administrative and regulatory efficiencies, including specific, measurable, achievable, relevant and timely performance indicators to demonstrate progress towards achieving these outcomes and commitments.

Implementation and Assurance

4) The Program must commit to, and outline, an effective and efficient:

- a) implementation framework that:
 - i) describes a verification process to administer and track the use of the Part 10 approval by persons who are undertaking an action in accordance with the endorsed Program;
 - ii) ensures persons undertaking actions under the Part 10 approval are informed of, and understand, their obligations under the endorsed Program and approval;

³ As amended from time to time, or any other Commonwealth policy that relates to offsets that replaces this policy

- iii) details how outcomes and commitments for protected matters and regulatory and administrative efficiencies will be monitored, documented, delivered, and adequately resourced throughout the life of the Program; and
 - iv) details all governance arrangements including the roles and responsibilities of the Parties and the named approval holder (or holders), including in the post approval phase, for the implementation of the Program and Part 10 approval.
- b) assurance framework that:
- i) outlines how the named approval holder (or holders) will monitor, evaluate, review, audit and adaptively manage the effectiveness of proposed regulatory, administrative and protected matter outcomes, commitments and approval conditions, including a process for auditing and reporting to provide transparency for stakeholders; and
 - ii) identifies the timing and frequency of all assurance activities.
- c) process for adaptive management and corrective action;
 - d) process for data management and sharing of data; and
 - e) process for stakeholder engagement (including with the Commonwealth).