



## Deed of Funding

made at Brisbane on the                      day of                      2018

**Between**      **State of Queensland** acting through the Department of Environment and Science ABN 46 640 294 485 (**Department**)

**Noosa Shire Council** ABN 97 969 214 121 (**Council**) and

**Noosa Parks Association Incorporated** ABN 18 870 049 909 (**Association**)

(together, the Council and the Association are referred to as the **Contributors**)

### Background:

- A.      The Department, the Department of Agriculture and Fisheries (**DAF**), Council, the Association and Hancock Queensland Plantations (**HQP**) are parties to a memorandum of understanding dated 18 October 2017 outlining an intent to convert the Yurol and Ringtail State Forests to protected area tenure under the NCA.
- B.      The relevant State Forest Land is made up of approximately 1,492 ha of Plantation Licence Area (**PLA**) in favour of HQP under the *Forestry Act 1959* and approximately 910 ha of State Forest Timber Reserve not subject to a plantation licence (**Non-PLA**).
- C.      The Department intends to transfer the sum of \$3.5 Million to DAF to enable DAF to compensate HQP for relinquishing its harvest and any other rights under its plantation licence over the PLA within five years (**Acquisition Costs**), such funding and acquisition arrangements are to be recorded in an agreement between HQP and DAF (**HQP/DAF Agreement**) to be executed upon receipt by DAF of the Acquisition Costs from the Department, no later than 14 days from the date of transfer of the Acquisition Costs. The parties to this deed acknowledge that the HQP/DAF Agreement is ready for signature, pending completion of this deed.
- D.      As part of the HQP/DAF Agreement, DAF will facilitate amendments to HQP's plantation licence with respect to the Yurol and Ringtail PLA so that within five years of the date of the HQP/DAF Agreement, HQP no longer has any rights or interest over the PLA.
- E.      HQP has indicated it will relinquish the right to harvest any hardwood in the PLA from the date of the HQP/DAF Agreement. However, HQP will retain its rights to harvest pine within the PLA for 5 years from the date of the HQP/DAF Agreement.
- F.      DAF will retain access to state-owned hardwood plantations on State forests for up to 5 years from the date of execution of the HQP/DAF Agreement, with the specific areas of interest delineated on the Plan and marked "*State Hwd Plantations – DAF interest about (136.38ha)*".
- G.      Council and the Association have agreed to make the Funding Contribution to the Acquisition Costs.
- H.      The intent is that the former PLA will commence transition to protected area tenure under the NCA with Council as trustee within 5 years of the HQP/DAF Agreement or on completion of HQP's pine harvest activities or DAF's harvesting activities, whichever occurs the earliest.
- I.      The parties now enter into this deed in order to record the terms of the funding arrangements and



obligations.

**Operative part:**

The parties covenant and agree:

- A. The Contributors will transfer the Funding Contribution to the Department in accordance with this deed.
- B. The Department will provide the Acquisition Costs to DAF to enable it to finalise the HQP/DAF Agreement.
- C. From execution of the HQP/DAF Agreement the State will commence a process to transition available Non-PLA within the Yurol and Ringtail State Forests into national park under the NCA (National Park) as delineated on the Plan and marked "Stage 1 – Proposed National Park tenure – about 357.3 ha".
- D. The State will transition the remaining Non-PLA within Yurol and Ringtail State Forests into National Park in 5 years' time, following the date of the HQ/DAF Agreement as delineated on the Plan and marked "Stage 2A – Proposed National Park tenure - about 991.22ha".
- E. Upon expiry or termination of HQP's licence rights over the PLA in 5 years' time in accordance with the HQP/DAF Agreement, or the completion of harvest activities by HQP or DAF, the Department intends to transition the former PLA to protected area tenure as a Conservation Park under the NCA with Council appointed as trustee as delineated on the Plan and marked "Stage 2B – Proposed Conservation Park tenure – about 1,039.81 ha".
- F. At the time of transition of the former PLA to protected area tenure, at Council's option and with the agreement of all parties, Council may offer to make a financial contribution to be negotiated and agreed with the Department for rehabilitation costs of parts of the pine plantation and fallow plantation areas to allow the former PLA area to transition direct to National Park tenure in lieu of Conservation Park under Council trusteeship as set out in paragraph E.
- G. The Department will hold the Funding Contribution in an interest bearing account with the Queensland Treasury Corporation and will not draw down on such Funding Contribution until the PLA has been transferred to protected area status under the NCA as evidenced by Gazettal.
- H. On Gazettal under paragraph E, the Funding Contribution will be released to the Department to reimburse part of the Acquisition Costs.
- I. If Gazettal under paragraph E has not occurred for any reason within seven (7) years of the date of this Deed, then the Funding Contribution will be returned to the Contributors as set out in this deed.
- J. On Gazettal, Interest accrued on the Funding Contribution will be released to the Department to be used by the Department to fund koala conservation projects in the Noosa Region and the Department agrees to consult with the Council and the Association in relation to such proposed projects.
- K. The parties intend to recognise and retain the rights of any apiary licences located in the Yurol and Ringtail areas for a period of 10 years from Gazettal. The facilitation of such rights to be managed by the Department.
- L. To assist with the management and transition process, the Council, NPA, HQP and the Department intend to form the Transition Committee with such committee's role, responsibilities, membership and meetings being set out in its terms of reference set out in Schedule 3 of this deed.
- M. Council is responsible for coordinating the rehabilitation of the former PLA (with the exception of the Hardwood PLA) with the additional funding support of the Association (outlined in a separate funding agreement between Council and the Association). This clause does not apply if clause F has been implemented.



- N. Council's rehabilitation obligations of the former PLA are capped at 5 years from the date it becomes trustee of the Conservation Park. This clause does not apply if Clause F has been implemented.
- O. Upon completion of the capped 5 year remediation period, the State will (subject to clause 16.6 of Schedule 2) transition the Conservation Area to National Park tenure. This clause does not apply if clause F has been implemented.
- P. This deed sets out the terms and conditions, roles and responsibilities of the Contributors and the Department for the duration of the Term, and consists of:
  - (a) this cover page and the signing page;
  - (b) Schedule 1 – Deed details;
  - (c) Schedule 2 – Terms and conditions
  - (d) Schedule 3 – Transition Committee terms of reference
  - (e) Annexure – Plan [REDACTED]
- Q. The parties acknowledge that nothing in this deed is intended to fetter, act as an estoppel or as an agreement about the exercise of discretion or the making of a decision or subordinate legislation under any law by the State of Queensland and its representatives.
- R. Capitalised words and phrases have the meanings specified in clause 17.

DRAFT

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



## Deed of Funding

### Schedule 1 – Deed details

#### Item 1 Party details

##### Department:

Party Name: State of Queensland acting through the Department of Environment and Science

ABN: 46 640 294 485

Street Address: Level 5, 400 George Street, Brisbane QLD 4000

Contact Officer Name: Lisa Watts, A/Director

Contact Officer Postal Address: Level 5, 400 George Street, Brisbane QLD 4000

Contact Officer Telephone: [REDACTED]

Contact Officer Facsimile: N/a

Contact Officer Email (notices cannot be given by email): [REDACTED]

##### Council:

Party Name: Noosa Shire Council

ABN: 97 969 214 121

Street Address: 9 Pelican Street, Tewantin, QLD 4565

Contact Officer Name: Brett de Chastel, Chief Executive Officer

Contact Officer Postal Address: P O Box 141, Tewantin QLD 4565

Contact Officer Telephone: [REDACTED]

Contact Officer Facsimile: N/a

Contact Officer Email (notices cannot be given by email): [REDACTED]

##### Association

Party Name: Noosa Parks Association Incorporated

ABN: 18 870 049 909

Street Address: Environment Centre, 5 Wallace Drive, Wallace Park Noosaville QLD 4567

Contact Officer Name: Michael Gloster, President

Contact Officer Postal Address: [REDACTED]

Contact Officer Telephone: [REDACTED]

Contact Officer Facsimile: N/a  
Contact Officer Email [REDACTED]  
(notices cannot be given by email):

**Item 2 Term: (clauses 14.1 and 17.1)**

Commencement Date: The date this deed is executed by the last party to do so  
Expiry Date: 10 years after the Commencement Date

**Item 3 Funding Contribution: (clause 3.1(a))**

Council: \$1,166,666 (excluding GST)  
Association: \$1,166,666 (excluding GST)

**Total: \$2,333,332 (excluding GST)**

With the Association's initial Funding Contribution to be paid by the Association to the Department: \$541,666 (excluding GST)

The remaining portion of the Association's Funding Contribution to be initially paid by Council to the Department on the Association's behalf: \$625,000 (excluding GST)



Whilst Council and the Association will ultimately pay equal portions of the Funding Contribution towards the Acquisition Costs, Council will initially pay the amount of \$625,000 on behalf of the Association, and pay that directly to the Department on behalf of the Association in accordance with this deed. For the avoidance of any doubt the Department is to receive the full amount of the Funding Contribution (\$2,333,332) in accordance with clause 3.1 of Schedule 2)

**Item 4 Special Conditions: (clauses 2 and 17.1)** [REDACTED]

Nil

*IMPORTANT: Special Conditions take precedence over the terms of this deed. Legal advice should be sought on any Special Conditions that are inconsistent with the terms of the deed or which are significant (e.g. involve intellectual property, warranties, indemnities or liability). If no Special Conditions insert "NIL".*

[REDACTED]

[REDACTED]



## Deed of Funding

### Schedule 2 – Terms and conditions

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#### 1. Precedence

Where any inconsistency exists between:

- (a) the Special Conditions;
- (b) this Schedule 2;
- (c) Schedule 1 (except the Special Conditions); or
- (d) any other schedules or annexures of this deed,

the provisions will take precedence in that order to the extent necessary to resolve the inconsistency.

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#### 2. Special Conditions

The parties agree to be bound by any Special Conditions.

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#### 3. Contributor's obligations

##### 3.1 Each Contributor must:

- (a) pay its part of the Funding Contribution to the Department within 5 Business Days of the later of:
  - (i) the provision of tax invoices for the amount of the Funding Contribution to each Contributor by the Department; and
  - (ii) the date of this deed.
- (b) not do anything or become involved in any situation which, in the reasonable opinion of the Department, reflects unfavourably upon the State of Queensland;

##### 3.2 The Contributors may each provide the Department with reasonable notice requiring the return of their Funding Contribution (and accrued Interest), such notice to be served only on or after seven years from the date of this Deed. .

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#### 4. Department's obligations

##### 4.1 The Department must provide to each Contributor a valid tax invoice for its part of the Funding Contribution on or after the date of this deed.

##### 4.2 The Department must:

- (a) keep the Funding Contribution in an interest bearing account in the Department's name and in the Department's sole control, with Queensland Treasury Corporation until the earlier of:
    - (i) the date of Gazettal
    - (ii) 20 Business Days of receipt of a valid notice from both Contributors requiring the return of each Contributor's Funding Contribution, such notices not to be served by the Contributors before seven years from the date of this Deed
  - (b) if requested by a Contributor, provide the Contributor with a copy of a statement for the Bank Account, but no more than once each financial year
  - (c) use its reasonable endeavours to achieve Gazettal within seven years from the date of this Deed.
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#### 5. Management

- (a) Each party must nominate a Contact Officer responsible for:

- (i) receiving communications;
  - (ii) issuing and signing notices; and
  - (iii) responding to requests or directions,
- on behalf of that party.
- (b) A party may, from time to time, change the Contact Officer by written notice to the other parties in accordance with clause 15.
  - (c) The Contact Officers will meet to review the performance of this deed upon reasonable written notice given by any party.
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## **6. Interest**

Interest will be accounted for as follows:

- (a) on Gazettal, the Interest will be released to the Department to be used and applied by the Department to fund koala conservation projects in the Noosa Region and the Department agrees to consult with the Council and the Association in relation to such proposed projects; or
  - (b) upon:
    - (i) expiry of this deed;
    - (ii) earlier termination of this deed; or
    - (iii) service of a valid notice on the Department by the Contributors under clause 3.2,
- and in that event, Interest will be remitted equally to the Contributors in addition to their respective Funding Contributions.
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## **7. Mutual Obligations**

### **7.1 Records**

The parties must:

- (a) keep proper and adequate records, accounts and supporting documents in accordance with generally accepted accounting principles and as required by law, about all aspects of this deed, including records about the performance of this deed and whether time frames and performance requirements for this deed are met in secure storage for at least 7 years after the Expiry Date; and
- (b) comply with any additional recordkeeping obligations specified in this deed.

### **7.2 Compliance**

The parties must:

- (a) comply with:
    - (i) the terms and conditions of this deed;
    - (ii) applicable laws and regulations;
    - (iii) standards of professional care and diligence of the industry to which the parties belong; and
    - (iv) each other's reasonable requests, directions and requirements, to the other party's satisfaction; and
  - (b) communicate with, report and provide information to each other's Contact Officer as reasonably required by a party.
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## **8. Publication**

Before either Contributor may release a public statement or publish promotional material in any media about this deed, the Contributor must:

- (a) at least 10 Business Days before the proposed statement or publication, provide to the Department a copy of the proposed statement or publication; and

- (b) comply with all requests, amendments or conditions that the Department may reasonably require by written notice to the Contributor.

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## 9. Conflict of interest

- (a) The Contributors warrant that, to the best of its knowledge and belief, after making diligent inquiries as at the date of signing this deed, no Conflict of Interest exists.
- (b) The Contributors must not have, and must take all reasonable measures to ensure its Representatives do not have a Conflict of Interest.
- (c) If, during the Term, a Conflict of Interest arises, or appears likely to arise, a relevant Contributor will notify the Department and the other Contributor immediately in writing and to take such steps to resolve or otherwise deal with the conflict to the Department's satisfaction.
- (d) If the Department is given notice of a Conflict of Interest pursuant to clause 9(c) or if the Department otherwise identifies that a Conflict of Interest exists, the Department may:
  - (i) direct the Contributor as to how to manage the Conflict of Interest and the Contributor must comply with any reasonable direction so given by the Department; or
  - (ii) terminate this deed in accordance with clause 14.2.
- (e) The Contributor must keep a record of each Conflict of Interest that arises and how it was managed.

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## 10. Privacy and Personal Information

- (a) This clause 10 applies where this deed amounts to a "service arrangement" under the *Information Privacy Act 2009* (Qld).
- (b) For the purpose of this clause 10, **Personal Information** has the meaning given in the *Information Privacy Act 2009* (Qld).
- (c) If either Contributor collects or has access to Personal Information in order to undertake the deed, the relevant Contributor must:
  - (i) comply with Parts 1 and 3 of Chapter 2 of the *Information Privacy Act 2009* (Qld) in relation to the discharge of its obligations under this deed, as if the Contributor was the Department;
  - (ii) ensure that Personal Information is protected against loss and against unauthorised access, use, modification, disclosure or other misuse;
  - (iii) not use Personal Information other than for the purposes of undertaking the deed, unless required or authorised by law;
  - (iv) not disclose Personal Information without the consent of the Department, unless required or authorised by law;
  - (v) not transfer Personal Information outside of Australia without the consent of the Department;
  - (vi) fully co-operate with the Department to enable the Department to respond to applications for access to, or amendment of a document containing an individual's Personal Information and to privacy complaints; and
  - (vii) comply with such other privacy and security measures as the Department reasonably advises the Contributors in writing from time to time.
- (d) The Contributor must immediately notify the Department on becoming aware of any breach of clause 10(c).
- (e) On request by the Department, the Contributor must obtain from its Representatives engaged for the purposes of this deed, an executed deed of privacy in a form acceptable to the Department.



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## 11. Warranty

To the full extent permitted by law, all conditions and warranties not expressly stated in this deed are excluded, or if unable to be excluded then limited to the fullest extent permitted by law.

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## 12. GST

- (a) Words defined in the GST Law have the same meaning in this clause 12.
  - (b) If a party is required under this deed to reimburse or pay to another party an amount calculated by reference to a cost, expense, or an amount paid or incurred by that party, the amount of the reimbursement or payment will be reduced by the amount of any input tax credits to which that party (or an entity on whose behalf the party is acting) is entitled in respect of any acquisition relating to that cost, expense or other amount.
  - (c) If GST is payable by an entity (**Supplier**) in relation to any supply that it makes under or in connection with this deed, the parties agree that:
    - (i) any consideration (including the value of any non-monetary consideration) provided for that supply under or in connection with this deed other than under this clause 12(c) (Agreed Amount) is exclusive of GST;
    - (ii) an additional amount will be payable by the party providing consideration for that supply (Receiver) equal to the amount of GST payable by the Supplier on that supply;
    - (iii) the additional amount is payable at the same time as any part of the Agreed Amount is to be first provided for that supply and the Supplier will provide a tax invoice to the Receiver in respect of that supply, no later than that time; and
    - (iv) to the extent, if any, that any consideration (or part thereof) is specified in this deed to be inclusive of GST, that consideration (or the relevant part) will be excluded from the Agreed Amount for the purposes of calculating the additional amount under clause 12(c)(ii).
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## 13. Dispute resolution

### 13.1 Dispute resolution process

- (a) Subject to clause 13.3, the parties will adhere to the following procedure in relation to disputes arising from this deed, prior to the commencement of litigation or other external dispute resolution procedure.
- (b) The Contact Officer for a party may notify the others in writing of the occurrence of a dispute (**Dispute Notice**) and the Contact Officers will try to resolve the dispute through negotiation.
- (c) If the Contact Officers are unable to resolve the dispute within 15 Business Days from the receipt of the Dispute Notice, the dispute will be referred to:
  - (i) for the Contributors, the people holding the positions of Chief Executive Officer (or equivalent); and
  - (ii) for the Department, the Deputy Director General or the Director General of the Department,for resolution.
- (d) If the dispute is not resolved within 15 Business Days after its referral to the representatives of each of the parties listed in clause 13.1(c), either party may refer the dispute to a mediator agreed by the parties with costs to be shared equally between the parties.
- (e) If the parties cannot agree upon a mediator, either party may request the President of the Queensland Law Society to nominate a mediator.

### 13.2 Continuity during dispute

Notwithstanding the existence of a dispute, each party will continue to perform its obligations under this deed.

### 13.3 Urgent interlocutory relief

Nothing in this clause prevents either party from commencing court proceedings relating to any dispute arising from this deed at any time where that party seeks urgent interlocutory relief.

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## **14. Term and termination**

### **14.1 Term**

This deed binds the parties from the date this deed is executed by the last party to do so and continues until the Expiry Date, unless terminated earlier in accordance with this clause 14 (**Term**).

### **14.2 Termination for breach**

The Department, Council or Association may terminate this deed by written notice with immediate effect if another party:

- (i) breaches a term of this deed which is not capable of being remedied; or
- (ii) breaches a term of this deed which is capable of being remedied and fails to remedy that breach within 30 days after receiving notice requiring it to do so.

### **14.3 Obligations after termination or expiration**

If this deed expires or is terminated by a party under clause 14.2, the Contributors will be entitled to the return of the Funding Contribution (and Interest to the date expiry or earlier termination).

### **14.4 Pre-existing rights and survival**

- (a) Termination in accordance with this clause 14 is without prejudice to any rights of the other parties under this deed existing at the date of termination.
  - (b) Clauses 7, , 10, 11, 13, 14.4 and 16 survive expiration or termination of this deed for any reason.
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## **15. Notices**

Each communication (including each notice, consent, approval, request and demand) in connection with this deed to be given by a party to the others:

- (a) must be in writing;
- (b) must be signed by the party making it (or by a person duly authorised by that party);
- (c) must be addressed in accordance with Item 1 of Schedule 1 or as otherwise notified from time to time;
- (d) must be delivered to that address by hand, or posted by pre-paid post to the address, or sent by facsimile transmission to the number of the addressee, in accordance with clause 15(c);
- (e) is taken to have been received by the addressee:
  - (i) where sent by pre-paid post – on the fifth day after the date of posting;
  - (ii) where sent by facsimile transmission – at the time in the place to which it is sent equivalent to the time recorded on the transmitting machine from which it was sent;
  - (iii) where hand delivered – on delivery,

but if the communication is taken to have been received on a day that is not a Business Day or later than 5.00 pm on a Business Day, the communication is taken to have been received at 9.00 am on the next Business Day.

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## **16. General**

### **16.1 Entire agreement**

To the extent permitted by law, in relation to its subject matter, this deed:

- (a) embodies the entire understanding of the parties and constitutes the entire terms agreed by the parties; and

- (b) supersedes any prior written or other agreement of the parties.

#### **16.2 No relationship**

- (a) Nothing contained in this deed will be taken as giving rise to any employment, agency, partnership or joint venture relationship between the parties.
- (b) The Contributors (including its Representatives):
  - (i) have no authority or power, and must not purport to have the authority or power, to bind the Department or make representations on behalf of the Department; and
  - (ii) must not hold itself out or engage in any conduct or make any representation which may suggest to any person that the Contributors are for any purpose an employee, agent, partner or joint venturer with the Department; and

#### **16.3 No representation or reliance**

- (a) The parties acknowledge that no party (nor any person acting on a party's behalf) has made any representation or other inducement to it to enter into this deed except for representations or inducements expressly set out in this deed.
- (b) The parties acknowledge and confirm that they do not enter into this deed in reliance on any representation or other inducement by or on behalf of any other party, except for representations or inducements expressly set out in this deed.

#### **16.4 Assignment**

A party must not assign, novate or subcontract the whole or any part of this deed without the prior written consent of the other parties.

#### **16.5 Amendments**

This deed may only be varied by a document signed by or on behalf of all parties.

#### **16.6 Further acts and documents**

The Contributors must promptly do all acts and deliver all documents (in form and content reasonably satisfactory to the Department) required by law or reasonably requested by the Department to give effect to this deed.

#### **16.7 Waiver**

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this deed by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this deed.
- (b) A waiver or consent given by a party under this deed is only effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of a term of this deed operates as a waiver of another breach of that term or any other term of this deed.

#### **16.8 Consents**

A consent required under this deed from a party may be given or withheld, or may be given subject to any conditions, as that party (in its absolute discretion) thinks fit, unless this deed expressly provides otherwise.

#### **16.9 Severance**

If at any time a provision of this deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this deed; or
- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any provision of this deed.

#### **16.10 Counterparts**

This deed may be signed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the deed of each party who has executed and delivered that counterpart.

### **16.11 Expenses**

Except as otherwise provided in this deed, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this deed.

### **16.12 Continuing obligation**

Each indemnity in this deed is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this deed.

### **16.13 Governing law**

This deed is governed by and will be construed according to the law applying in Queensland.

### **16.14 Jurisdiction**

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of Queensland, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this deed; and
- (b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 16.14(a).

### **16.15 Unavoidable delay**

A party will not be entitled to exercise its rights and remedies upon the default of a party (whether at common law or pursuant to this deed) if that default:

- (a) is caused by Force Majeure; and
- (b) continues for less than 7 days.

### **16.16 No fettering**

Nothing contained in this deed will fetter, act as an estoppel or as an agreement about the exercise of discretion or the making of a decision or subordinate legislation under any law by the State of Queensland and its Representatives.

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## **17. Definitions and interpretation**

### **17.1 Definitions**

In this deed:

**Acquisition Costs** has the meaning set out in the Background.

**HQP/DAF Agreement** means the agreement between HQP and DAF as contemplated in the Background.

**Bank Account** means the account referred to in clause 4.2(a).

**Business Day** means a day that is not a Saturday, Sunday or a public holiday in Brisbane.

**Commencement Date** means the commencement date specified in Schedule 1.

**Conflict of Interest** means having an interest (whether personal, financial or otherwise) which conflicts or which may reasonably be perceived as conflicting with a Contributor's ability to perform its obligations under this deed fairly, objectively and independently.

**Conservation Park** has the meaning set out in the *Nature Conservation Act 1992* (Qld)..

**Contact** means the contact person for each party specified in Item 1 of Schedule 1.

**Contact Officer** means the contact person for each party specified in Item 1 of Schedule 1.

**Expiry Date** means the expiry date specified in Item 2 of Schedule 1.

**Force Majeure** means any event beyond the reasonable control of the party affected which occurs without fault or negligence of the affected party and includes:

- (a) acts of God;
- (b) war, riot, insurrection, vandalism or sabotage;
- (c) strike, lockout, ban, limitation of work or other industrial disturbance; and
- (d) law, rule or regulation of any government or governmental agency and executive or administrative order or act of general or particular application.

**Funding Contribution** means the amount of funds from each Contributor as set out in Item 3 of Schedule 1.

**Gazettal** means on the date that a minimum of 90% of the relevant land is:

- (a) declared a Conservation Park with Council as trustee; or
- (b) dedicated as a National Park, or
- (c) both (a) and (b),

with the area of land so declared or dedicated being the PLA, with the parties agreeing that, any minor changes to such land (including a boundary realignment, such as road reserves or access tracks), not being grounds to prevent the release of the Funding Contribution to the Department in accordance with clause 4.2.

**GST** means a goods and services tax or any similar tax, levy or impost imposed by the Commonwealth of Australia.

**GST Law** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**HQP** means Hancock Queensland Plantations Pty Ltd ABN 30 412 129 342)

**Interest** means the interest which accrues on the Funding Contribution while being held by the Department at Queensland Treasury Corporation.

**National Park** has the meaning set out *Nature Conservation Act 1992* (Qld)

**NCA** means the *Nature Conservation Act 1992* (Qld)

**Non-PLA (Non-PLA)** means the area of approximately 910 ha of State Forest Timber Reserve under the *Forestry Act 1959*.

**Plan** means the plan (marked 'Plan A') annexed to this deed and marked Annexure.

**Plantation Licence Areas** or **PLA** means an area of approximately 1,492 ha of State Forest subject to one or more plantation licence/s in favour of HQP under the *Forestry Act 1959* as defined in the Background.

**Representative** means an employee, agent, officer, director, contractor, subcontractor or other authorised representative of a party.

**Special Conditions** means any special conditions specified in Item 4 of Schedule 1.

**Term** has the meaning specified in clause 14.1.

## 17.2 Interpretation

In this deed:

- (a) headings are for convenience only and do not affect interpretation; and unless the context indicates a contrary intention:
- (b) if more than one person is identified as the Contributors, then that expression refers to them, and the obligations of the Contributors under this deed bind them severally, not jointly and severally;
- (c) **person** includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (where incorporated), a partnership and a trust;

- (d) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- (e) a reference to a document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (g) a reference to a party, clause, schedule, attachment or annexure is a reference to a party, clause, schedule, attachment or annexure to or of this deed, and a reference to this deed includes all schedules, attachments and annexures to it;
- (h) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) **includes** in any form is not a word of limitation;
- (k) a reference to **\$** or **dollar** is to Australian currency; and
- (l) no rule of construction will apply to a provision of this deed to the disadvantage of a party merely because that party drafted the provision or would otherwise benefit from it.

[Redacted]

[Redacted]

[Redacted]

[Redacted]

## Schedule 3 – Transition Committee Terms of Reference

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### Role

The role of the joint transition committee is to provide a coordinated approach to the transition of the Yurol and Ringtail State Forest lands to protected area tenure and on issues relating to management and rehabilitation of the Land for environmental outcomes.

### Responsibilities

The key responsibilities of the committee are as follows:

- Work collaboratively to achieve the project outcomes.
- Ensure project management processes are put in place to achieve agreed Project timelines.
- Assess and report on progress including an annual joint report to respective Directors-General and Chief Executive Officers of the Relevant Parties.
- Monitor risks and assist in resolving any issue that has implications for the Project.
- Identify opportunities and use best endeavours to facilitate early access to plantation areas post-harvest for land remediation activities.
- Convene working groups as necessary to provide specialist input.

### Membership

The joint transition committee membership will include one (1) member and one (1) proxy member from:

- Council
- Department of Environment & Science
- Department of Agriculture & Fisheries
- HQP
- NPA

### Meetings

Meetings shall be convened by the Council committee member.

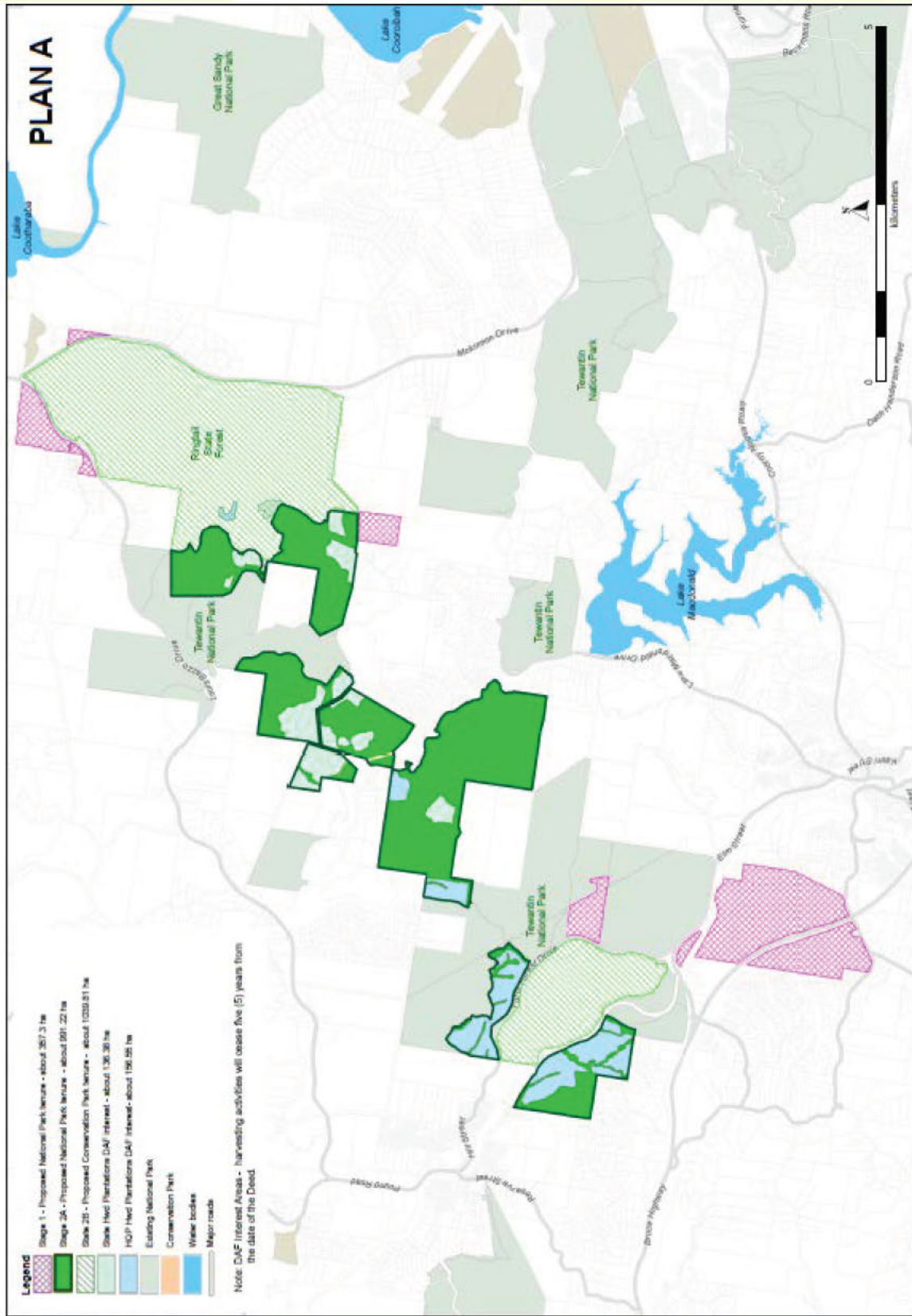
The Committee will nominate a chairperson.

Meetings will be held a minimum of 6 monthly in the first two years after the signing of this MOU and a minimum of annually thereafter.

Council will provide secretariat services to the joint transition committee and ensure appropriate meeting records are maintained and provided to all parties.

Any disputes in the Transition Committee will be managed by a process of escalation through each party's respective management hierarchy.

# Annexure – Plan





**Executed** as a deed \_\_\_\_\_

**Signed, sealed and delivered** for and on behalf of the **State of Queensland** acting through the Department of Environment and Science ABN 46 640 294 485 by

\_\_\_\_\_ a person  
duly authorised to act in that behalf in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness in full

**Signed, sealed and delivered** for and on behalf of **Noosa Shire Council** in accordance with the *Local Government Act 2009* (Qld) by:

\_\_\_\_\_ a person  
duly authorised to act in that behalf in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness in full

**Signed** for and on behalf of Noosa Parks Association Incorporated ABN 18 870 049 909 by:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness in full

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of President/Treasurer or  
other person duly authorised to act in  
that behalf

\_\_\_\_\_  
Full name of President/Treasurer or  
other person duly authorised to act in  
that behalf

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Secretary

\_\_\_\_\_  
Full name of Secretary

Date: \_\_\_\_\_