



# Carbon Feasibility Report and Project Delivery Proposal

**Landowner:** Shire of Boyup Brook C/O Leonard Long

**Property:** Rylington Park

**Address:** 1437 Boyup Brook-Cranbrook Road, Scotts Brook WA 6244

**Date:** Tuesday, 20 May 2025

## About Greening Australia

Greening Australia is an environmental enterprise that thinks big to tackle the challenges facing Australia's unique and diverse landscapes in ways that work for communities, economies and nature. Greening Australia have been conserving and restoring Australia's landscapes since 1982. At Greening Australia, we work to solve bold and complex environmental problems through conservation on a massive scale, with programs and projects covering millions of hectares of land and protecting hundreds of native species.

## About Canopy

Canopy, a wholly owned subsidiary company of Greening Australia, was established in 2016 to develop carbon credits from Greening Australia's reforestation programs and is now one of the largest producers of carbon credits in Australia under the Environmental Planting methods. Canopy trades carbon credits to return value back to landowners for tree planting on their land.

Canopy operates under an Australian Financial Services Licence through a corporate authorised representative agreement (AR 001280752) with Balmedie Financial Pty Ltd (ABN 81 159 803 415; AFSL 434899).



Canopy is a signatory to the Carbon Market Institute's Carbon Industry Code of Conduct which means that we (and Greening Australia) are obligated under the code to work with landowners in an open, transparent manner and according to best practice.

## Contact

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## Disclaimer

This document should not be taken in isolation. It is provided after an exchange of information between Canopy, Greening Australia and Shire of Boyup Brook C/O Leonard Long and should be read in conjunction with other previously supplied information including the 'Information for Landholders' which provides information on some of the technical terminology used below.

This document is intended to provide indicative project information for an environmental planting carbon project and the associated assumptions underlying those outcomes. It is expected that some of these assumptions will be refined and will change in the process of further scoping the project and negotiating a contract between parties. It provides indicative information only and should not be used in substitute of appropriate legal or financial advice. We recommend you seek external advice before acting upon the content of this document.

This information is not intended to be an offer.

## Summary

This proposal has been prepared by Canopy to assist the Shire of Boyup Brook C/O Leonard Long to assess the potential of an ACCU Scheme Environmental Planting carbon project on the landholding, Rylington Park.

**The information presented below is a proposal and remains valid for a period of 6 months from the date of issue. Canopy and Greening Australia are open to discuss your financial and non-financial objectives to see if we can meet your expectations.**

To date, we have completed the first two stages of the project's feasibility process:



This document is part of the Negotiation and Contracting stage to determine if a project is eligible and viable on your property.

Table 1 provides a summary of the project's economics based upon our Feasibility Assessment. Table 5 provides further detail of the proposed credit share scenario.

**Table 1. Project Economics**

Project permanence period	25 years
Restoration cost by external funder	\$292,863
Carbon services cost by external funder	\$30,143
Total project credits	4,550 ACCUs
Proposed credit share to landowner	0% = 0 ACCUs
Estimated return to landowner across 25 years	\$0
Proposed credit share to external funder	100% = 4,550 ACCUs
ACCU production cost	\$70.99 ACCU

## Your Environmental Planting Project

### Building Natural Capital

Momentum to protect and value natural capital is growing, driven by increasing consumer awareness and an understanding that farms that effectively plan for and manage natural capital can build productivity and resilience.

Through this project you will benefit from the enhancement of natural capital on your land, enabling you to better position your products, reduce / manage land degradation or to simply enjoy nature.



## Objectives

The proposed project will deliver land improvements on your property by increasing native vegetation cover. Over time you will benefit from a range of environmental services associated with the planting objectives.

The key planting objectives of this project are to:

- Restore native vegetation to low productivity areas to improve landscape condition through the management of salinity and waterlogging
- Improve grazing and livestock productivity through the strategic addition of Shade, Shelter, Fodder plantings
- Where possible and relevant, restore biodiversity assets of significance to the site and surrounding region, including habitat for listed threatened species and ecological communities
- Ensure the plantings are maintained for at least the permanence period of the registered project and achieve a minimum of 20% canopy cover and 2m height at maturity.

## Planting Approach and Design

The overall planting program will implement a mixed native species planting that provides tree and shrub cover on cleared and/or degraded farmland in support of the above-mentioned objectives. The design is based on the use of a biodiverse mix of local species suited to the property's soil types and conditions, providing productivity gains with complementary environmental and biodiversity benefits, including carbon sequestration.

Site investigations have identified the vegetation type as Jarrah and Marri dominated forest. Soils associated with the planting areas range from free draining sandy gravels to poorly drained loams in valley floor or wet depressions.

Canopy/Greening Australia will establish vegetation representative of these communities' using species appropriate to the site, land condition and in line with the [Environmental Planting Method](#).

The project design considers two planting typologies (see Figure 1), 1. Biodiverse plantings, where the planting intent is ecological and vegetation is representative of the local vegetation communities and 2. Shade Shelter Fodder plantings, where planting is intended for productive agriculture benefit thus vegetation is skewed towards providing local native forage species for livestock. Both planting typologies consider restoring land condition through the management of waterlogging and salinity, and species selection for planting will consider existing site conditions and constraints.

Direct Seeding & Tubestock Planting of local native species is planned to commence in Year 1 (2026) between May and June, depending on seasonal conditions (i.e. rain/soil moisture). In Year 2 or 3, infill planting will be undertaken if required to account for patchiness in establishment and for added biodiversity benefit as required.

Planned restoration will work towards a stocking rate of 800-1500 stems per ha (total 30,756 stems) at establishment, however, this is a guide only and is likely to vary across the project area. The primary objective is to achieve a stocking rate that meets carbon compliance, any infill planting will prioritise this.

Figure 1 shows the proposed planting area. Ineligible areas under the Method have been excluded, this may include scattered timber and areas of natural regrowth and rock. Figure 2 shows the modelled FullCAM carbon yields.

## Proposed Credit Share

Securing an option agreement with you at the proposed 0% credit share allows Canopy and Greening Australia to present the proposed project to a range of clients to secure a commitment of upfront capital for the implementation of the project. A schedule of the credit share scenario is presented in Table 5.

We are open to negotiating a credit share which reflects the return you need from the project. However, a higher share than that proposed may mean funding cannot be secured and may only be registered at a future date.

## Potential Project Contributions

All initial establishment and carbon services costs of the project are covered by an external funder and no payments are required by you.

There are some maintenance activities which we typically request landholders undertake and may include:

- Controlling weeds and pests as required by law,
- Maintaining fire breaks,
- Maintaining fences in stockproof condition, and
- Keeping an eye on the plantings and informing us of any threats to the planting.

You may also want to be involved in other aspects of the project which landholders do not ordinarily undertake, for example planting or ripping. Ultimately the activities you undertake are based on your willingness and capacity to do so. You can decline to do any activities. However, this may be a factor in the share of credits which can be offered for the project.

Table 2 details the proposed roles and responsibilities upon which our proposed credit share is based.

### Proposed Roles and Responsibilities

Table 2 summarises project activities, who is responsible, and their indicative timeframe and frequency. Please note timings may vary based on seasonal conditions.

Proposed planting year (year 1): 2026

**Table 2. Proposed roles and responsibilities**

Project Activity		Timeframe
<b>Greening Australia/Canopy will:</b>		
<b>PROJECT PLANNING</b>	Detailed design and implementation planning	Prior to Year 1
	Procurement	Prior to Year 1
	Cultural Heritage Check	Prior to Year 1
	Project aggregation and registration	Prior to Year 1
<b>SITE PREPARATION</b>	Weed control where required to facilitate planting	Year 1
	Ripping and mounding where required to facilitate planting	Year 1
<b>PLANTING</b>	Direct seeding and seedling planting	Year 1
	Control localised pests that may threaten the planting	Year 1,2, 3 and 4

Project Activity		Timeframe
<b>MAINTENANCE</b>	Weed control	Year 1
	Undertake infill planting (if required)	Year 2 and/or Year 3
<b>MONITORING</b>	Site monitoring (seed germination and seedling survival)	Year 1,2, 3 and 4
	Carbon monitoring	Year 1 - 25
<b>REPORTING</b>	Annual project reporting	Year 1 - 25
<b>The Landholder will:</b>		
<b>SITE PREPARATION</b>	Fencing of planting areas to ensure stock exclusion	Year 1 (pre planting)
	Removal of old fencing infrastructure in creekline to facilitate planting	Year 1 (pre planting)
	Grading of old gravel pit to facilitate planting	Year 1 (pre planting)
	Management of <i>Juncus acutus</i> in the creekline to facilitate planting (ie, burn and rotary hoe)	Year 1 (pre planting)
<b>MAINTENANCE</b>	Maintain fire trails / access tracks	Year 1 onwards
	Maintain designated water access points and infrastructure (ie tank, dam and pumps) for potential bushfire management	Year 1 onwards
	Maintain fences in stockproof condition	Year 1 onwards
	Control of declared plants	Year 1 onwards
	Control pests (plant or animal) that threaten the planting	Year 5 onwards
<b>MONITORING</b>	Inform Canopy of any threats to the planting (e.g. stock grazing, fire, pests, weeds, disease).	Year 1 onwards

## Restricted Project Activities

The activities outlined in Table 3 may be undertaken on the project area after a certain amount of time and require oversight to ensure project eligibility requirements are appropriately managed.

**Table 3. Summary of restricted project activities within the project area**

Restricted Activity	Responsible Party	Expected Date / Timeframe	Conditions / Limitations
Grazing	Landholder	After 2029	Stocking rates and timing to be determined in consultation with Canopy. Commencement subject to Canopy approval.
Fuel load management (non-grazing)	Landholder	If required, pre-bushfire season	Subject to fuel load monitoring. Approval required from Canopy (to be implemented in line with ERF project eligibility requirements).
Firewood Collection	Landholder	Year round	Fallen timber only. No more than 10% of fallen timber to be collected in any calendar year, for personal use. Not to be offered for sale.

Restricted Activity	Responsible Party	Expected Date / Timeframe	Conditions / Limitations
Ecological thinning	Canopy	If required	Subject to stem density and ecological monitoring. Only permitted if it does not negatively impact biodiversity, forest cover, forest potential or abatement estimates. Approval required from Canopy (to be implemented in line with project eligibility criteria).
Fertilising	Canopy	If required	Subject to carbon method and tree growth model calibration requirements.
Seed Collection	Landholder / Canopy	As per seasonal maturity	No more than 20% of available seed can be harvested from each CEA within one calendar year. Canopy will need to indicate where seed collection can take place and records must be kept for any seed collection activities, within sustainable limits.

## Assessment Approach

For a project to create carbon credits under the ACCU Scheme, it must meet a series of eligibility criteria. This report sets out the findings of a desktop assessment and site visit of your property against the Environmental Planting method's key eligibility requirements<sup>1</sup>. The major criteria this project was assessed against were:

- The likelihood to establish permanent native forests through planting of seedlings and/or seeds,
- The local native vegetation is a forest type vegetation or shrubland >2m (not naturally a grassland),
- The potential planting area has not been covered by trees for at least 5 years,

The assessment used carbon yield estimates derived from the Australian Government's Full Carbon Accounting Model (FullCAM) tool over a 25-year crediting period to determine total project ACCUs.

Further eligibility checks under ACCU Scheme legislation will be required as part of the next assessment stage, in addition to more detailed planting design, which may change the outcomes of the preliminary findings presented in Table 4.

<sup>1</sup> Department of the Environment and Energy, Carbon Credits (Carbon Farming Initiative) (Reforestation by Environmental or Mallee Plantings—FullCAM) Methodology Determination 2024, <https://www.legislation.gov.au/F2024L01473/asmade/text>

**Table 4. Site Assessment Outcomes**

<b>Target tree and shrub density</b>		800-1500 stems per ha
<b>Target total trees and shrubs</b>		30,756 stems
<b>Planting method</b>		Direct Seeding & Tubestock Planting
<b>Parameter</b>	<b>Outcome</b>	<b>Comments</b>
<b>Estimated Plantable Area for Carbon</b>	30.07 ha	Baseline forest cover and remnant vegetation, where reasonably identified, have been excluded.  An additional 5% has been applied to account for required tracks and obstacles to planting not identified during initial siter visit.
<b>Average Carbon Yield</b>	202 ACCUs per ha	ACCUs per ha over a 25-year crediting period
<b>Permanence Period</b>	25yrs	The duration of time in which the project is obligated to maintain the carbon stocks of the plantings in the project area.
<b>Discount percentage applied</b>	25%	20% discount applied for a 25-year permanence period plus a 5% discount is applied for risk of reversal, refer to Table 6 for more information.
<b>Total Carbon Yield (25 yr permanence period)</b>	4,550 ACCUs	Total ACCUs over a 25-year crediting period



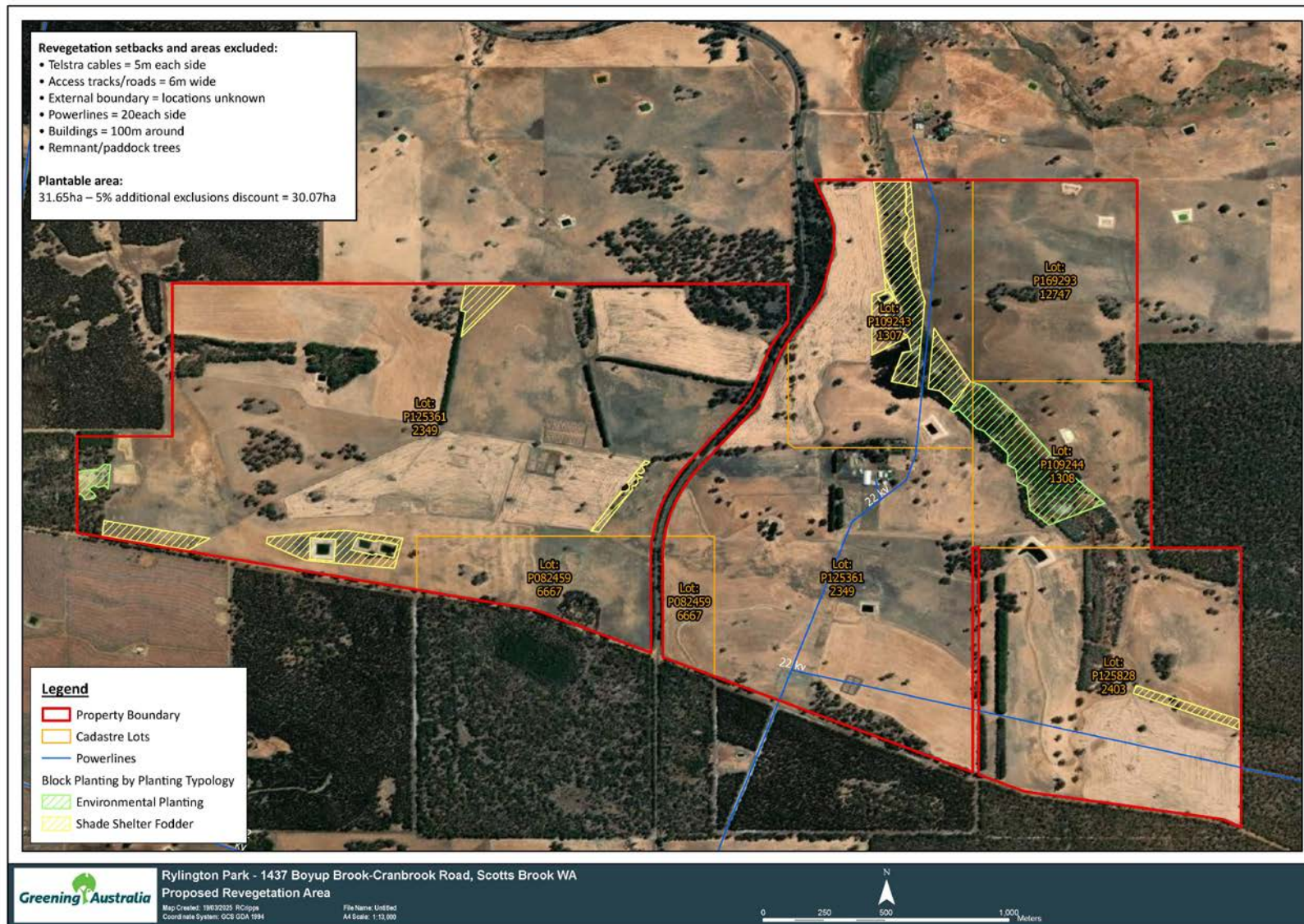


Figure 1. Proposed planting locations



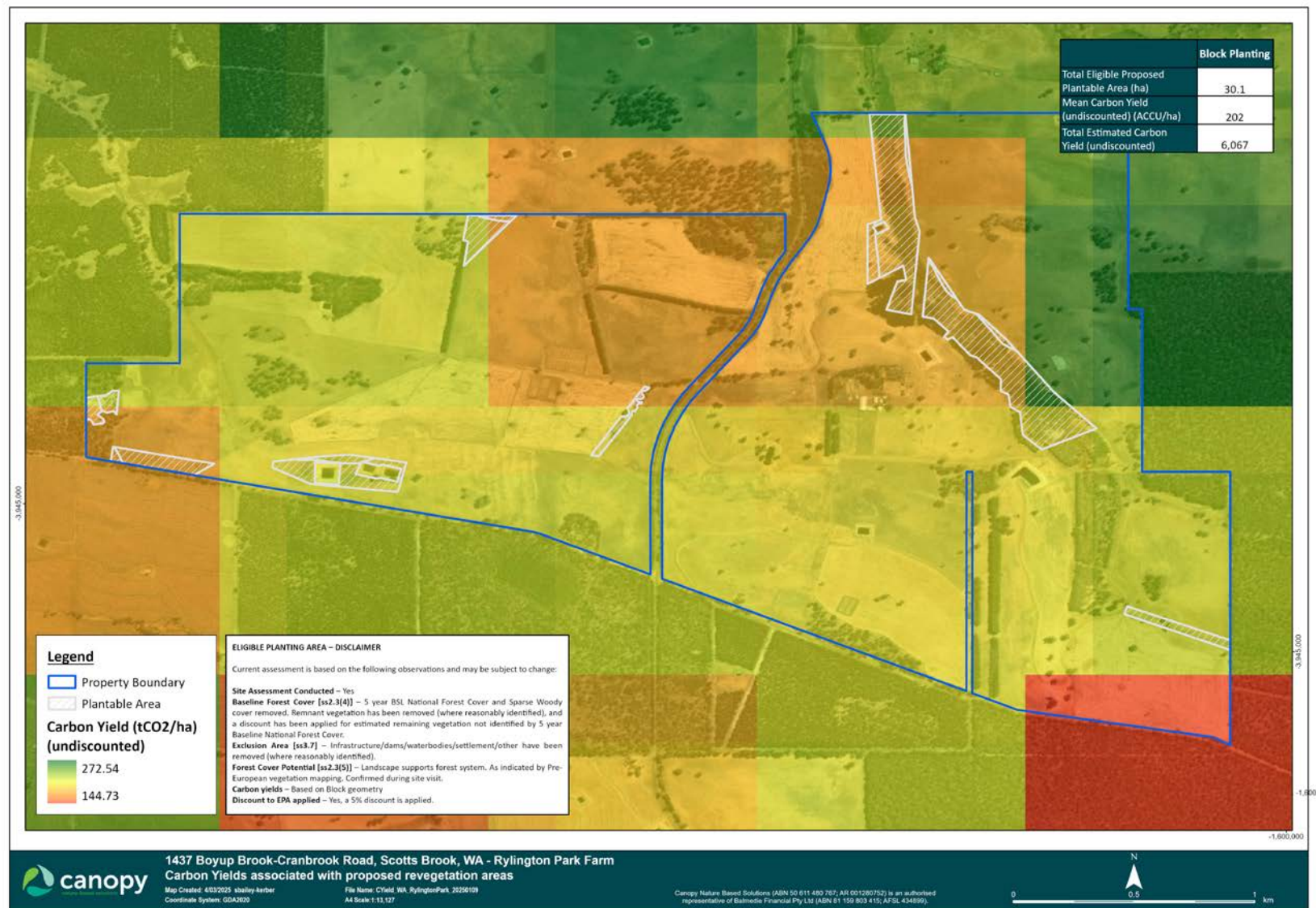


Figure 2. Carbon Yields

## Assumptions

The ACCU production numbers and financial information contained in this document have been supplied to provide estimated returns only and are based on a number of key assumptions, which if they vary, may alter the projects financial return. Key assumptions include:

- Project commencement in 2026.
- Permanence period of 25 years.
- Planted area of 30.07 hectares. A 5% discount has been applied to the eligible planting area to account for changes in the planting design and additional areas which have existing trees or remnant vegetation and have not been excluded to date. The planting area can be affected by the amount of land that you choose to utilise for the project, the extent of fire breaks, tracks, other areas that cannot be planted, plus additional eligibility / approval requirements that may arise.
- 100% of revegetation across the project site meets the establishment criteria set by the ACCU Scheme for Environmental Plantings (>20% canopy cover at maturity over each 0.2ha of the registered area). Planting survival can vary depending on prevailing environmental conditions, but can also be affected by a disturbance event, such as fire, flood, weeds and pests and the project's ability to successfully mitigate the impact of these events.
- No significant damage or decline in established vegetation during the life of the project,
- Carbon credit yield of approximately 202 ACCUs per hectare (before permanence period discounting). Note a 25 year permanence period incurs a 25% discount. ACCU generation can be affected by changes to where the planting is located, its design and extent.
- ACCU production estimates are based on FullCAM 2020 modelling, future updates to this model may impact actual yields across the 25-year crediting period. Canopy will assess the impact of any future changes and communicate this with you.
- The price of ACCUs sold on the open market. We will strive to achieve the highest prices possible, however, ACCU prices are subject to market forces and is largely out of Canopy's control, varying due to macro market supply/demand fluctuations.
  - For reference the **Generic Spot price** as at 20/05/2025 was \$35.45 per ACCU<sup>2</sup>
  - Figure 3 provides an indication of what open market prices might be over time based upon forecast price modelling by [RepuTex](#).

## Risks

Your total return for the project is essentially the number of ACCUs created multiplied by the price they are sold, therefore the returns that you will receive from the project will be impacted by two main aspects:

- The volume of ACCUs generated by the project; and,
- The market value of those ACCUs.

The volume of ACCUs can be impacted by multiple factors, including but not limited to:

- **Delays in planting.** Once the project is registered and a start date is nominated with the Clean Energy Regulator, the fixed 25-year crediting period starts. Every delay in planting date will reduce the amount of time in the crediting period that we can expect the trees to capture carbon resulting in a reduction in ACCUs generated by the project. It is estimated that for each year the planting is delayed, an approximately 2% reduction in carbon yields is expected. It is unlikely that a planting

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<sup>2</sup>[Market Prices | CORE Markets](#)

will occur earlier than expected, so this variable is only likely to have a downside impact on the project.

- **Revegetation does not meet establishment criteria.** Meaning a portion or the whole area planted does not meet the establishment criteria set by the ACCU Scheme for Environmental Plantings (>20% canopy cover at maturity over each 0.2ha of the registered area). This may be for a number of reasons, and some may not be able to be overcome, i.e. some inherent issue with the soil that was not known prior to planting. When this occurs, Canopy assess the potential to address establishment issues by infill planting. Just like the delays above, any replanting in later years will also result in reduced ACCU production. Alternatively, if infill does not occur, or is not successful, the project cannot claim ACCUs for those areas and the project will receive a smaller than anticipated number of ACCUs. Although planting area can increase during implementation, it is more likely to be reduced and therefore more likely to have a downside impact on the project.
- **Damage or decline in established vegetation.** Once the trees are established, there are events that can impact the project (such as fire, flood, weeds and pests) which release carbon that has been stored in the trees. These events are called reversal events. Canopy as a project proponent is responsible to assess the extent of the event and notify the CER. The ACCUs generated by the project will be impacted by a reversal event as there will be a release of carbon stored in the trees. At the very least this will delay issuance of ACCUs until the carbon is restored in the trees, but it may also result in an overall reduction in the total number of ACCUs produced by the project over the 25-year crediting period. This is a downside risk to projects.
- **Updates in the FullCAM model.** FullCAM (Full Carbon Accounting Model) is a calculation tool used to generate abatement estimates for vegetation methods under the ACCU Scheme and is what determines how many ACCUs we can claim. This model is updated from time to time and can result in lower, higher or unchanged yields for the project. The changes are largely unpredictable and may be in opposite directions between revisions (e.g. up then down) across the 25-year crediting period of the project. The potential outcome of this risk is unpredictable.
- **Regulatory changes.** Ultimately the ACCU Scheme and the related market is a function of the CFI Act 2011 (Commonwealth). It is possible that a federal government repeals or changes the legislation or any related instruments. This might result in a change or cessation in the ACCU production profile or total number of ACCUs produced. Although such a change is unpredictable, it would be more likely to reduce total ACCU production than increase it.

Like most markets, the value of ACCUs is driven by supply and demand factors. Market factors can include:

- **Compliance demand:** The ACCU market is largely underpinned by demand for ACCUs for the Safeguard Mechanism, which requires some facilities to limit their net carbon emissions. Many of those facilities buy ACCUs for this purpose. When compliance demand changes, this can impact the market price of ACCUs. If regulatory changes were made to reduce demand for ACCUs this would likely reduce the market value of ACCUs, alternatively changes that increase demand for ACCUs may increase the market value of ACCUs.
- **Voluntary demand:** Many purchasers of ACCUs are not required to buy them but do so for other motivations. These can include shareholder direction, marketing advantages, doing the right thing, etc. If confidence in the ACCU Scheme is reduced or there is less motivation for businesses to voluntarily reduce their carbon footprint, it is possible that demand for the credits will also reduce and therefore the value may be reduced. Conversely, a higher voluntary demand may increase the value of ACCUs.
- **Co-benefit supply and demand:** We predominantly sell ACCUs to buyers who are seeking ACCUs from particular types of projects, this can include from a particular state/territory, with a biodiversity outcome. These additional requirements are called co-benefits and allow the buyer to have additional marketing benefits beyond their carbon offsets. Usually these co-benefits cost more to achieve or as they increase in specificity, are limited in supply, and therefore they usually achieve a higher price. If demand for ACCUs with co-benefits was to reduce, the value of your ACCUs may also reduce, and vice-versa.



- **Regulatory changes.** Changes in government or global frameworks may influence ACCU value. This can include introducing cheaper alternatives to ACCUs or abandoning the ACCU Scheme all together which would likely reduce demand for ACCUs and therefore reduce their value.

### Project Proponent Risks

- **Canopy and Greening Australia as partners.** If the project proceeds, a contract will be established between you and Canopy. This contract will be binding on both parties. You should ensure that you understand your obligations and ours and understand how the project will work. Although we can assist you to understand the contract, we strongly recommend you receive appropriate legal and financial advice about the proposed project and contract. You should consider if Canopy is the appropriate partner for your carbon project as much of the risk in a carbon project is in the project proponent being able to undertake all its obligations under the CFI Act. Mistakes or oversights in project development and reporting can have negative consequences for the timing and volume of ACCUs produced, and potentially the value of those ACCUs.

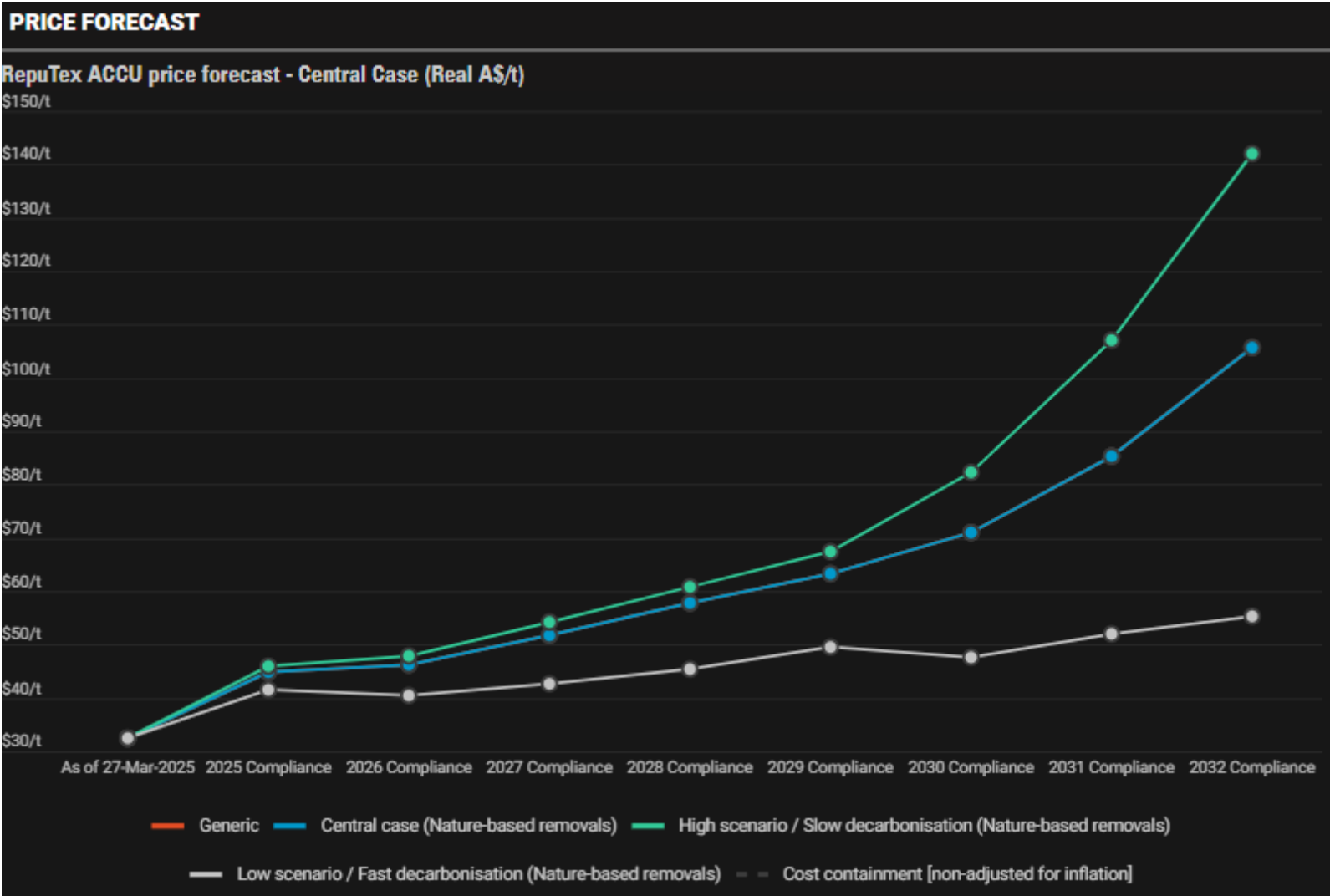


Figure 3. RepuTex ACCU forecast price scenarios as at 20/05/2025

Table 5 presents the modelled potential future value of landowner(s) ACCUs using the Reputex Central ACCU price forecast (real) for the proposed credit share. Compounding CPI has not been applied to these figures nor have we modelled increases in ACCU prices after 2033.

**Table 5. Modelled future value of project ACCUs at a 0% credit share agreement.**

Year	Project ACCUs	0% Credit Share	Central Case Reputex NBS Price per ACCU	Landowner Return per Hectare	Landowner Return over project area
2027	20	-	\$46.2	\$0	\$0
2028	59	-	\$51.8	\$0	\$0
2029	157	-	\$57.7	\$0	\$0
2030	235	-	\$63.4	\$0	\$0
2031	275	-	\$71.1	\$0	\$0
2032	294	-	\$85.4	\$0	\$0
2033	294	-	\$105.8	\$0	\$0
2034	275	-	\$105.8	\$0	\$0
2035	275	-	\$105.8	\$0	\$0
2036	255	-	\$105.8	\$0	\$0
2037	235	-	\$105.8	\$0	\$0
2038	235	-	\$105.8	\$0	\$0
2039	216	-	\$105.8	\$0	\$0
2040	196	-	\$105.8	\$0	\$0
2041	196	-	\$105.8	\$0	\$0
2042	177	-	\$105.8	\$0	\$0
2043	157	-	\$105.8	\$0	\$0
2044	157	-	\$105.8	\$0	\$0
2045	137	-	\$105.8	\$0	\$0
2046	137	-	\$105.8	\$0	\$0
2047	137	-	\$105.8	\$0	\$0
2048	118	-	\$105.8	\$0	\$0
2049	118	-	\$105.8	\$0	\$0
2050	98	-	\$105.8	\$0	\$0
2051	98	-	\$105.8	\$0	\$0
<b>Total</b>	<b>4,550</b>	<b>-</b>		<b>\$0</b>	<b>\$0</b>
<b>Average</b>	<b>182</b>	<b>-</b>		<b>\$0</b>	<b>\$0</b>

## Next Steps

### Project Contracting

Canopy will present you an Option Project Service Agreement (PSA) with the agreed credit share for your review and execution, including details of the process Canopy will undertake to exercise the call option. The call option is a one-year non-exclusive agreement between Canopy and you.

The PSA incorporates the terms and conditions of the carbon project, and it is to be signed by the property owner(s) as indicated in the property land title. The PSA is set out as follows:

- Standard terms and conditions
- Schedule 1 – Project Area: map of area on the property that will be registered with the CER for the development of the carbon project.
- Schedule 2 – Project Plan: high level revegetation plan including species list, project activities and responsibilities and a map of the planting area, including firebreaks and access tracks.

The PSA essentially transfers the legal right of the project from yourself to Canopy so that we can act as the Project Proponent and manage the project over the course of the crediting period. Canopy will present the project to different investors and once capital is secured for the project at current production costs, Canopy will exercise the call to option rights.

To undertake this project sufficient time is required to facilitate project registration, which can take up to 3 months, as well as other project planning activities as described in Table 2. To enable effective lead times the agreement must be signed and returned by the **31st May 2025** to commence this project in 2026.

If the agreement is not signed and returned by the cutoff date its commencement date will be extended by one year. In such instances we reserve the right to revise / amend our proposal where there are changes to Methodology under the ERF or to account for increase costs.

**Note: The project design and parameters contained in the agreement are presented to our external funders and subject to their acceptance, are included within our subsequent registration with the Clean Energy Regulator and other regulatory approvals such as Development Applications.**

**It is important that you review the project plan, as once signed there is limited capacity to vary elements such as the planting area post contract signing.**

### Eligible Interest Holder Consent Checks

Canopy will identify eligible interest holders (including you as property owner) and seek their consent by signing the required [Eligible Interest Holder Consent form](#). A signed Eligible Interest Holder Consent form is a legal document, confirming that eligible interest-holders understand the details of the proposed project, including any risks and benefits to them resulting from the project.

The number and type of eligible interest-holders will vary depending on the property's land tenure and associated interests. Typical eligible interest-holders to a property of land are (but not limited to):

- Bank (mortgage)
- For crown or leasehold land:
  - Native Title Determinants
  - State Minister.



### Project Registration

Projects must follow approved methodologies and meet specific requirements to participate in the ACCU Scheme.

Canopy will submit all the required paperwork for the project to the CER for registration. The CER have a processing time of up to 90 days for approval. The project may be registered conditionally, subject to certain outstanding conditions being met e.g., Eligible Interest Holder Consent and securing development approvals (if required).

Once all conditions are met, the project may be registered unconditionally, and the first Project Report can then be Submitted.

### Project Implementation

Once the project is registered and capital investment secured, Greening Australia will commence project activities including site preparation, revegetation, planting maintenance and monitoring.

### Carbon Project Monitoring and Reporting

Under the ACCU Scheme Canopy is required to monitor carbon plantings at specific intervals (known as reporting periods) to ensure the planting has successfully established. Monitoring is followed by the submission of an Offsets Report to the Clean Energy Regulator to confirm ACCUs issuance. There will be specific times when an audit will be required.

Following the issuance of ACCUs, Canopy will provide a project performance summary for your property including the volume of ACCUs issued.

## Glossary

Table 6. Glossary of terms and abbreviations

Term or Abbreviation	Definition
<b>Australian Carbon Credit Unit (ACCU)</b>	<p>Is the unit of carbon credit issued under the Emission Reduction Fund.</p> <p>An ACCU is a financial product under Australia's the <i>Corporations Act 2001</i>.</p>
<b>Australian Carbon Credit (ACCU) Scheme</b>	Is a voluntary scheme that aims to provide incentives for landholders to adopt new practices and technologies to reduce Greenhouse Gas (GHG) emissions and issues ACCUs within Australia.
<b>ANREU</b>	The Australian National Registry of Emissions Units (ANREU) system administered by the Australian government to track and manage emissions units under schemes like the Australian Emissions Reduction Fund (ERF) and other international carbon markets. Emission Units are held, traded and retired.
<b>Carbon credit</b>	A carbon credit represents 1 tonne of carbon dioxide equivalent (tCO <sub>2</sub> -e) that is either sequestered from the atmosphere (stored) or prevented from being released (avoided) into the atmosphere, as a result of the project activity (e.g. environmental plantings) being implemented.
<b>Crediting period</b>	The maximum duration for which a carbon project is able to be issued carbon credits. The crediting period for Environmental Planting projects is 25 years.
<b>Carbon Services</b>	<p>Projects delivered under the ERF are subject to a range of administrative and compliance requirements that must be met. Under this proposal, these activities are borne by an external funder and will be administered by Canopy as Project Proponent over the life of the project.</p> <p>Carbon services include:</p> <ul style="list-style-type: none"> <li>ERF Registration – addressing the specific requirements that must be met to register the project</li> <li>On-going Monitoring, including Remote sensing imagery to verify plant establishment and growth</li> <li>On-going Offsets reporting on project activities and compliance with the ERF, required before ACCUs can be issued</li> <li>Third-party audits as required under the ERF; this occurs three times over a 25-year crediting period</li> </ul>
<b>Carbon yield</b>	The amount of carbon that can be stored in the plantings across the identified planting area in terms of ACCUs per hectare (ACCU/ha). Estimates are provided as a max, min and average yield value and discounted for the risk reversal buffer and permanence discounts.
<b>Disturbance event</b>	An event that occurs either due to natural disturbance or an act of misconduct that results in a reversal of the carbon stored in the planting area.
<b>Eligible Interest Holder Consent</b>	Area-based emissions avoidance and sequestration ACCU Scheme projects must have the consent of any person or organisation with an eligible interest

Term or Abbreviation	Definition
	<p>in the project area. The consent ensures stakeholders are aware of the project and any risks or benefits to them. They might include:</p> <ul style="list-style-type: none"> <li>a. landholders</li> <li>b. banks or mortgagees</li> <li>c. state and territory Crown Lands Ministers</li> <li>d. registered native title bodies corporate.</li> </ul>
<b>Environmental planting</b>	Establishing and maintaining a permanent native forest ( $\geq 25$ years) through the planting of seedlings and/or seed.
<b>Environmental Planting method</b>	The ACCU Scheme method that stipulates the requirements for implementing an Environmental Planting carbon project.
<b>Estimated Plantable Area for Carbon</b>	The area identified on a property to be planted for a carbon project that has been identified as having non-forest cover for at least 5 years and can host a forest system.
<b>Forest cover</b>	<p>Land is defined as having forest cover if the vegetation on the land includes:</p> <ul style="list-style-type: none"> <li>(a) trees that are 2 metres or more in height; and</li> <li>(b) trees that provide crown cover of at least 20% of the land.</li> </ul>
<b>Generic Spot Price</b>	The generic spot price refers to the price of ACCU spot trades with an unspecified method.
<b>Planting geometry</b>	<p>The geometry of the planting and spacing that is allowable under the method:</p> <ul style="list-style-type: none"> <li>i) block planting - a homogenous area of planting across the planting area</li> <li>ii) linear planting - planting rows up to 40 m wide across the planting area with inter-row spacing of at least 40 m between planting rows.</li> </ul>
<b>Permanence period</b>	The duration of time in which a project is obligated to maintain the carbon stocks of the plantings in the project area. This may be 100 years or 25 years.
<b>Permanence period discount</b>	Projects that select the <b>25-year permanence period</b> receive a <b>20% reduction</b> in the number of Australian Carbon Credit Units (ACCU) they can claim. For 100 year permanence period project, there is no discount.
<b>Project Proponent</b>	<p>The person / entity responsible for a project under the ACCU Scheme. A project proponent is:</p> <ul style="list-style-type: none"> <li>a) responsible for carrying out the project</li> <li>b) issued all ACCUs for the project</li> <li>c) legally responsible for meeting all obligations under the law.</li> </ul>
<b>Risk Reversal buffer &amp; discount</b>	This serves as a form of inbuilt insurance for the ACCU Scheme. A 5% discount (reduction) is applied to the carbon credit amount of projects, in addition to the Permanence Period discount above.



## Carbon Sequestration Project Services Agreement

### COVER SHEET

<b>Canopy Nature Based Solutions Pty Ltd (Canopy)</b>	<p>Canopy and any subsidiary, or successor that may carry out the obligations of Canopy under this Agreement.</p> <p>ABN: 50 611 480 767</p> <p>Level 4, 50 Pirie Street, Adelaide, SA, 5001</p> <p><b>Contact:</b> <a href="mailto:landaccess.ga@greeningaustralia.org.au">landaccess.ga@greeningaustralia.org.au</a> Cc to <a href="mailto:notices@greeningaustralia.org.au">notices@greeningaustralia.org.au</a></p>
<b>You</b>	<p>Shire of Boyup Brook, and each of his, her, their or its respective executors, administrators, successors and permitted assigns.</p> <p>ABN: 95 583 688 034</p> <p>Address of Landowner, Suburb, State, Code</p> <p><b>Contact:</b> Shire of Boyup Brook C/O Leonard Long, (08) 9765 1200, <a href="mailto:leonard.long@boyupbrook.wa.gov.au">leonard.long@boyupbrook.wa.gov.au</a></p>
<b>Item 1: Project Land</b>	<p>You are the registered proprietor of the whole of the land comprised in following title reference(s):</p> <p>Volume 905 Folio 16 LOT 2403 ON DEPOSITED PLAN 125828</p> <p>Volume 1052 Folio 928 LOT 1308 ON DEPOSITED PLAN 109244</p> <p>Volume 1062 Folio 807 Part of Loc 2349</p> <p>Volume 1100 Folio 95 LOT 1307 ON DEPOSITED PLAN 109243</p>
<b>Item 2: Payment Amount</b>	<p>Canopy's payment for the Project Services shall comprise 0% of the Environmental Benefit Proceeds/Environmental Benefits as set out in Clause 8.</p>
<b>Item 3: Landholder Bank Account</b>	<p>[Account Name] TBC</p> <p>[BSB], [ACC Number] TBC</p>
<b>Item 4: Life of the Project</b>	<p>25 years after first issuance of credits (permanence period as per the Carbon Credits (Carbon Farming Initiative) Act 2011(Cth))</p>
<b>Item 5: Crediting Period</b>	<p>25 years (as per the Carbon Credits (Carbon Farming Initiative) Act 2011 (Cth)).</p>

**Commented [OY1]:** Please provide contact information.



## Standard Terms and Conditions

- 1 Engagement of Canopy and Acknowledgements**
- 1.1 By executing this Agreement, You agree and acknowledge that:
- (1) Canopy intends that the Project Area will form, or form part of, a Carbon Sequestration Project, and You will, as reasonably required by Canopy, use Your best endeavours, including by signing all necessary documents and assisting in, or, obtaining all necessary Consents and producing all necessary documents in order for any application for the Project to form, or form part of, a Carbon Sequestration Project;
- (2) the Carbon Rights are owned by Canopy as a result of this Agreement;
- (3) You have been encouraged to obtain independent financial services, accounting, taxation and legal advice in relation to this Agreement and You have either been so advised or You have decided to proceed with the Project and execution of this Agreement in the absence of such advice;
- (4) Canopy is an authorised representative of the Licensee but does not and will not offer financial services or financial product advice unless requested by You, other than advice which is incidental to technical advice relating to the Project or which is otherwise exempt under the *Corporations Regulations 2001* (Cth); and
- (5) You engage Canopy on an exclusive basis (for the Term of this Agreement or the Life of the Project, whichever is longer) to provide the Project Services, including undertaking the sale or other disposal of, or dealings with, the Environmental Benefits generated by the Project if required.
- 2 Term**
- 2.1 The rights and obligations under this Agreement commence on the Commencement Date and will continue for the Life of the Project unless terminated earlier in accordance with this Agreement under its terms.
- 3 The Project**
- 3.1 The Parties covenant and agree that they will co-operate to ensure that, for the purposes of the Scheme in relation to the Project Area or any part of the Project Area, Canopy:
- (1) is responsible for carrying out the Project;
- (2) has the legal right to carry out the Project; and
- (3) is and remains a Project Proponent for the Life of the Project.
- 3.2 Notwithstanding the preceding clause 3.1, You do not relinquish full legal control of the Project Area and retain the power to carry out Your obligations under this Agreement.
- 3.3 The Parties covenant and agree that they will:
- (1) carry out the Project together under the terms of this Agreement and in compliance with the Project Plan; and
- (2) comply with any obligations or requirements arising under the Scheme in relation to the Project and the Permanence Period.
- 4 Mutual Covenants**
- 4.1 The Parties mutually agree that each will use reasonable endeavours to:
- (1) maintain all applicable Carbon Rights;
- (2) not do anything which would lead to revocation or cancellation of the registration or certification of the Project under the Scheme by the Regulator, unless the revocation or cancellation is mutually agreed in writing by the Parties; and
- (3) implement the Project in a timely way and in accordance with each Party's obligations set out in this Agreement, the Project Plan and as otherwise specifically agreed.
- 4.2 Each Party must, as soon as reasonably practicable, deliver to the other Party any documents that are reasonably required by the other Party and are necessary for compliance with the requirements of the Scheme, the implementation and carrying out of the Project or the performance of this Agreement.
- 4.3 Each Party agrees that any obligation to do, or not do, any act, matter or thing will include a further obligation that it will not permit or suffer a breach of such obligation by any other person.
- 5 Canopy's Obligations**
- 5.1 Project Services
- (1) Canopy is irrevocably authorised to, and agrees to, provide all services necessary to give effect to, or incidental to the implementation of the Project (the **Project Services**), including:
- (a) Project advice, interpretation and management of policy, legislation and regulations;
- (b) management and advisory services, including the deployment of expert personnel, for the development, documentation, performance and maintenance of the long-term viability of the Project within the Project Area;
- (c) co-ordinating Project documentation and approvals;
- (d) Project management (technical, environmental and legal);
- (e) undertaking all Project Activities required to be undertaken by Canopy;
- (f) supervising the monitoring and reporting of the Project;

## Standard Terms and Conditions

- (g) completing and submitting the Applicable Reports during the Life of the Project; and
- (h) sale or other disposal of, or dealing with, Environmental Benefits.
- (2) The nature of the Project Services and the delivery of the same shall be a matter for the sole discretion of Canopy.
- 5.2 Appointment of Manager
- (1) You acknowledge that Canopy may appoint a manager or agent to manage and oversee the Project on the Project Area.
- (2) You must allow the manager or agent to exercise all of Canopy's rights under this Agreement and perform all of Canopy's obligations under this Agreement.
- (3) Canopy acknowledges that it is responsible for the actions taken by a manager or agent acting on behalf of or appointed by Canopy in accordance with clause 5.2.
- 6 Your Obligations**
- 6.1 General Obligations
- (1) You agree to do all thing necessary to enable Canopy to perform its responsibilities under this Agreement and under the Scheme in relation to the Project and in particular will:
- (a) co-operate with Canopy and provide such assistance as is required to give effect to the Project Plan and to carry out Your obligations set out in the Project Plan and otherwise do all things necessary to achieve the objectives set out in this Agreement;
- (b) provide any assistance that Canopy requires to secure any necessary authorisations, Consents or other approvals required to develop the Project Area for the Project;
- (c) assist Canopy in completing and submitting the Applicable Reports during the Life of the Project;
- (d) not, during the Life of the Project, do anything which would impact or be likely to impact the viability of the Project or clear, damage or destroy (or allow any employee, contractor or agent to clear, damage or destroy), any Vegetation on the Project Area other than strictly in accordance with Project Plan; and
- (e) do all things necessary to authorise and facilitate and have issued the Environmental Benefits (including but not limited to the Credits) for the Project under the Scheme for the Life of the Project.
- (2) You shall use reasonable endeavours to ensure that all necessary Consents are, irrevocably and for the Term of this Agreement or the Life of the Project (whichever is longer), created, transferred, assigned, vested in or granted to You or Canopy (as appropriate) in order to carry out the Project.
- (3) For the avoidance of doubt, You shall, after a request from the Regulator or Canopy to do so,
- grant or confirm the consent and grant of the legal right for Canopy to carry out the Project during the Life of the Project (such consent, grants and rights shall be granted or confirmed in the form required by or acceptable to the Regulator or Canopy and must comply with any requirements specified by the Regulator).
- 7 Access to the Project Land**
- 7.1 Subject to Canopy complying with the terms of this Agreement, You grant Canopy and Canopy's agents a non-exclusive licence to:
- (1) enter the Project Land and in so doing, use any open access road, bridges or tracks on the Project Land, to carry out activities on the Project Area;
- (2) remove rock, soil or sand from the Project Area, for the purposes of building access roads, tracks or other facilities necessary for the establishment and maintenance of the Project;
- (3) bring onto the Project Land vehicles, machinery, plant and equipment required to implement the Project;
- (4) plant, maintain and monitor Vegetation on the Project Area for the purposes of Carbon Sequestration;
- (5) manage the use of the Project Area for the purpose of the Project; and
- (6) extract, collect and remove any seed from Vegetation on the Project Area and deal with the seed in any manner it sees fit.
- 7.2 Canopy acknowledges that:
- (1) it must take all reasonable care when accessing the Project Land and is responsible for any damage to roads, trails, fences and gates on the Project Land, or harm to any stock on the Project Land, caused by Canopy;
- (2) it must take all reasonable measures to prevent fires, including complying with the requirements and recommendations of relevant fire control authorities and applicable codes, to the extent that those requirements, recommendations and codes are applicable to Canopy pursuant to its obligations under this Agreement. For the avoidance of doubt, You are primarily responsible for complying with the requirements and recommendations of relevant fire control authorities and applicable codes on the Project Area.
- 7.3 Provision of Notice
- (1) Except in the case of an emergency or potential or actual damage to Vegetation on the Project Area where no notice is required, Canopy must give You reasonable oral or written notice (being at least 72 hours) of its intention to access the Project Land.
- (2) Subject to clause 7.3(3), Canopy must not access the Project Land without Your written consent, which shall not be unreasonably withheld.

## Standard Terms and Conditions

- (3) You acknowledge that if You have not responded to a request for access under clause 7.3(1) within three days of receipt, You are deemed to have granted Canopy access to the Project Land.
- 8 Payment**
- 8.1 **Option 1 – payment from Environmental Benefit Proceeds.** In consideration for the supply of the Project Services, Canopy is entitled to, and You irrevocably authorise Canopy to retain, the Payment Amount from the Environmental Benefit Proceeds.
- 8.2 Unless previously notified by You in writing and subject to clause 8.3, Canopy agrees to pay You the Environmental Benefit Proceeds, less the Payment Amount, within 90 days of receipt of the Credits Proceeds.
- 8.3 **Option 2 – payment via Environmental Benefits.** You may notify Canopy that you prefer to receive Environmental Benefits less the Payment Amount instead of Environmental Benefits Proceeds less the Payment Amount.
- (1) A notice must be issued by You in writing at least 30 days prior to the issuance of those Environmental Benefits and clearly state Your preference to receive Environmental Benefits instead of Environmental Benefit Proceeds.
- (2) A notice issued by You under clause 8.3 is only valid if that notice includes a relevant Scheme account number or equivalent (e.g. Australian National Registry of Emissions Units account number) which you nominate to receive, and is capable of receiving, your Environmental Benefits.
- For the avoidance of doubt all Environmental Benefits will be issued to the Project Proponent. If you opt to receive payment from Environmental Benefit Proceeds under clause 8.1, you will receive 0% (i.e. the proceeds less 100% retained by Canopy) of the Environmental Benefit Proceeds. If you opt to receive payment via Environmental Benefits under clause 8.3, you will receive 0% (i.e. the issuance less 100% retained by Canopy) of the Environmental Benefits.
- 9 Disturbance and Reversal**
- 9.1 You acknowledge and understand the obligations, requirements and consequences arising under the Scheme in relation to a Disturbance or Reversal and agree to do all things that are reasonably required by Canopy and/or are reasonably necessary or desirable to:
- (a) prevent the occurrence of a Disturbance or a Reversal;
- (b) minimise the adverse likely effects in the event that such a Disturbance or Reversal occurs; and
- (c) after the occurrence of any Disturbance or Reversal, to mitigate the effect thereof.
- (2) You must immediately upon becoming aware of an actual or threatened Disturbance or Reversal notify Canopy and provide Canopy with sufficient details to enable Canopy to notify the Regulator.
- (3) The notification by You under clause 9.1(2) must detail whether the Disturbance or Reversal occurred as a result of conduct by You or a third party.
- 9.2 Relinquishment Notice
- (1) Subject to clause 9.2(2), Canopy is responsible for complying with a Relinquishment Notice issued in respect of a Reversal or with any other requirements which may be imposed in relation to a Reversal through Canopy's participation in the Scheme.
- (2) If the Reversal occurs as a result of the act or omission of You, You must reimburse Canopy the reasonable costs associated with Canopy complying with the Relinquishment Notice or the other requirements.
- 10 Personal Information and Confidentiality**
- 10.1 You agree that Canopy may collect Your Personal Information to enable the provision of the Project Services.
- 10.2 Canopy agrees that, following a reasonable request by You, its Privacy Officer will:
- (1) provide details about; and/or
- (2) correct Personal Information which Canopy has collected about You as set out in Your request.
- 10.3 Each Party acknowledges that all information provided to them by the other Party in connection with this Agreement and the terms of this Agreement, including Personal Information, is commercially sensitive and strictly confidential (**Confidential Information**).
- 10.4 Each Party must not disclose to any other person Confidential Information, which is not already in the public domain, except:
- (1) as permitted under the terms of this Agreement;
- (2) as required by law;
- (3) as required under the Scheme;
- (4) to their professional advisers and consultants for the purpose of obtaining advice in connection with this Agreement or the Project;
- (5) to a third party with the consent of the other Party to this Agreement, such consent not to be unreasonably withheld; or
- (6) Personal Information which Canopy is required to disclosed:
- (a) to Canopy's Affiliates;
- (b) to Canopy's service providers; or
- (c) organisations referred to in the Privacy Policy.

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<b>11</b>	<b>Involvement of Funders</b>		Benefit in relation to the Project Area or Vegetation on the Project Area, then You must:
11.1	The provision of the Project Services by Canopy may be facilitated by financial assistance from a third party ( <b>Funder</b> )	(1)	within 7 days notify Canopy in writing; and
11.2	If financial assistance is provided by a Funder, Canopy:	(2)	transfer or assign the Carbon Right or Environmental Benefit to Canopy.
(1)	will disclose the identity of the Funder to You; and	12.6	To the extent that any rights referred to in clause 12.1 are incapable of being owned by Canopy, You declare that You will hold those rights on trust for Canopy until such time as they are capable of transfer, whereupon You, at Canopy's request, will take all necessary steps including obtaining the relevant consent and signing all documents, to transfer the rights to Canopy.
(2)	may disclose Confidential Information regarding the Project Services to the Funder on a confidential basis for monitoring and reporting purposes.		
11.3	If financial assistance is provided by a Funder, the Funder may request access to the Project Area to inspect and take photographs of the Project Area, subject to Your prior written approval which is not to be unreasonably withheld.	<b>13</b>	<b>State/Territory Enabling Legislation</b>
<b>12</b>	<b>Ownership of Carbon Rights and Environmental Benefit</b>	13.1	This clause 13.1 applies as the Project Land is located in the State of Western Australia.
12.1	The Parties agree that Canopy is entitled to all rights, title and interest in:	(1)	Words or expressions used in this clause 13.1 which have a particular meaning in the <i>Carbon Rights Act 2003</i> (WA) ( <b>Carbon Rights Act</b> ), have the same meaning, unless the context otherwise requires.
(1)	any Vegetation on the Project Area;	(2)	This Agreement is an agreement that confers ownership of the Carbon Rights in the Project Area to Canopy.
(2)	any Carbon Right with respect to the Project and Project Area; and	<b>14</b>	<b>Costs</b>
(3)	any Environmental Benefit;	14.1	Canopy will meet the costs and expenses of undertaking and/or providing the Project Services.
	whether present or future absolutely, and may lease, assign, transfer or otherwise deal with any such right title or interest without the consent of You, or any person claiming through or under You.	14.2	You are responsible for the costs and expenses of:
12.2	Canopy will provide you with notice of any Dealing.	(1)	undertaking the Landholder Activities;
12.3	You agree to take all reasonable action to ensure that all Carbon Rights, and Environmental Benefit in relation to the Project Area and Vegetation on the Project Area become vested in Canopy, including taking all reasonable steps to procure the registration of the Carbon Rights, and to obtain all necessary Consents from all persons with an existing registered or unregistered interest in the Project Land (including but not limited to all mortgagees, native or mining titleholders).	(2)	Your own legal and other professional costs in connection with entering into this Agreement;
12.4	You agree to sign and deliver to Canopy the Carbon Rights on the date of signing this Agreement and otherwise agree to all things necessary including by applying for, assisting with, obtaining and signing all necessary documents and assisting in, or obtaining all necessary Consents and producing all necessary documents in the ownership or control of You in order for the Carbon Rights in relation to the Project Area to be registered and vested in Canopy.	(3)	Your own and Canopy's reasonable legal and other professional fees in connection with a variation, assignment, novation or amendment to the Agreement requested by and for the benefit of You; and
12.5	If for any reason, You are conferred with, or granted, a Carbon Right or an Environmental	(4)	any insurance policies You are required to take out under section 15.
		<b>15</b>	<b>Insurance</b>
		15.1	Canopy must maintain appropriate professional indemnity, public liability and workers' compensation insurances.
		15.2	You must take out and maintain any insurances required by law and public liability insurance in respect of the Project Land.
		15.3	Where applicable, You must ensure that the interest of the Project Proponent are noted on the policy, or dealt with in such other manner as may be equivalent to noting.
		15.4	You will provide Canopy with certificates of currency of insurance on request.
		<b>16</b>	<b>Assignment</b>



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- 16.1 You must not sell, transfer, lease, sub-divide, licence, mortgage, encumber or otherwise deal with or dispose of the Project Area (whether on its own or as part of the Project Land) unless on or before the completion of the sale, transfer or other disposal, You and the third party have entered into an agreement or deed (in a form reasonably required by Canopy) under which:
- (1) the third party and any of the third party's mortgagees agrees that it acquires all of the rights and assumes all of the obligations of You under this Agreement as if it had been a Party to this Agreement;
  - (2) if required by Canopy, provides any duly executed consents necessary to ensure recognition of the Project as a Carbon Sequestration Project, in any form required by the Regulator; and
  - (3) the third party and its mortgagees agree to be bound by this Agreement from completion.
- 16.2 You must provide Canopy with written notice of any proposed transfer, lease, licence, mortgage, encumbrance or any other dealing with or affecting the Project Area or Canopy's rights under this Agreement (including Canopy's right to access the Project Land) at least 30 days prior to the Project Area being dealt with.
- 16.3 You acknowledge that for the purpose of securing the performance by You of Your agreement in clause 16.1 the rights granted to Canopy under this Agreement including the Carbon Rights constitute an estate or interest in the land.
- 16.4 You acknowledge and agree that Canopy may novate or transfer its rights and obligations, or assign its rights, under this Agreement and for the avoidance of doubt, Canopy is not required to obtain Your consent to such a novation, transfer or assignment. Canopy agrees to provide You with 30 days notice prior to any novation, transfer or assignment.
- 16.5 If You transfer the Project Land in accordance with clause 16.1, Canopy releases You from all claims, actions, demands, proceedings, obligations and liabilities arising out of this Agreement on and from the date of such transfer.
- 17 Termination**
- 17.1 Right to Terminate
- (1) Canopy may, and without limiting Canopy's rights to terminate as contained elsewhere in this Agreement, terminate this Agreement by providing written notice to You of the termination, if Canopy determines in its absolute discretion that the Project is no longer viable or Canopy can no longer perform the Project Services due to market conditions, a Change of Law, a Reversal event or any other material change in circumstances.
  - (2) Prior to exercising the termination right in clause 17.1(1), Canopy will provide you with 30 days prior written notice.
- (3) Any Party to this Agreement may immediately terminate this Agreement upon giving written notice to each of the other Parties to this Agreement following the failure of a Party to remedy an Event of Default in accordance with a Default Notice issued for the purpose of clause 17.1(5).
  - (4) An Event of Default means:
    - (a) a breach of a material obligation set out within this Agreement; or
    - (b) an Insolvency Event.
  - (5) If a Party commits an Event of Default (**Defaulting Party**), the other Party (**Non-Defaulting Party**) may serve a written notice on the Defaulting Party providing particulars of the Event of Default and requiring the Defaulting Party to remedy the default within 30 days of the date of the notice or such later timeframe as stated in the Notice (**Default Notice**).
  - (6) In the event that the default is not remedied within the stipulated timeframe, the Non-Defaulting Party may:
    - (a) perform the obligations of the Defaulting Party or rectify the damage and recover from the Defaulting Party the direct costs and expenses incurred in doing so (including the costs and expenses of having personnel carry out the rectification);
    - (b) terminate this Agreement, and recover from the Defaulting Party the direct costs and expense attributable to the breach and termination of this Agreement incurred in meeting its obligations under the Scheme or to a third party, including the purchase of any replacement Environmental Benefits or Credits.
  - (7) Except in the case of manifest error, an invoice of the costs and expenses delivered by the Non-Defaulting Party to the Defaulting Party is sufficient evidence of the costs and expenses incurred by the Non-Defaulting Party under clause 17.1(6) and the Defaulting Party must pay the amount of the costs and expenses to the Non-Defaulting Party within 30 Days of receipt of the invoice from the Non-Defaulting Party.
  - (8) If You fail to pay any monies due to Canopy under this Agreement, Canopy may (without prejudice to Canopy's rights elsewhere in this Agreement or at law or in equity) deduct from any future sum owed to You, the amount owed by You to Canopy and interest calculated at the Interest Rate.
- 17.2 Termination by Mutual Consent
- (1) Without limiting the rights of the Parties to terminate contained elsewhere in this Agreement, the Parties may terminate this Agreement by mutual agreement if:
    - (a) one Party (the **First Party**) has provided the other Party with written notice of its request to

## Standard Terms and Conditions

- terminate by mutual agreement and the terms of such termination; and
- (b) the other Party has provided its written agreement to terminate this Agreement under the terms proposed by the First Party (such agreement not to be withheld where the terms proposed by the First Party are commercially reasonable).
- 17.3 Rights and obligations on termination or expiry of the Term
- (1) Subject to clause 17.3(1)(a), on termination of this Agreement (for whatever reason) or expiry of the Term:
- (a) all Environmental Benefits vested with Canopy pursuant to this Agreement shall revert to You;
- (b) all future and potential Environmental Benefits arising from the Project shall revert to You;
- (c) all Credits retained by Canopy pursuant to Clause 8 of this Agreement prior to termination or expiration of the Term shall remain vested with Canopy absolutely; and
- (2) Canopy agrees to do all things and sign all documents which may be required by You to give effect to clause 17.3(1)(a).
- (3) In the event that this Agreement terminates as a result of a breach of the Agreement by You or an Event of Default committed by You, then on termination of this Agreement:
- (a) all Carbon Rights vested with Canopy pursuant to this Agreement shall remain vested with Canopy for the Life of the Project; and
- (b) all Environmental Benefits arising from the Project shall continue to vest with Canopy for the Life of the Project.
- (4) You acknowledge that on termination of this Agreement (for whatever reason) or expiry of the Term:
- (a) Canopy is not obliged to re-establish pastures or crops or to remove the mounds or furrows constructed under this Agreement or to remove Vegetation, stumps, access roads or anything constructed or installed by Canopy under this Agreement; and
- (b) Canopy is not required to make good any access roads, tracks or other facilities or improvements constructed on the Project Land.
- 18 **Landholder Warranty**
- 18.1 With the exception of Environmental Benefits transferred to you in accordance with clause 8, in respect of which there is no restriction, You warrant to Canopy that You will not seek to transfer, sell, assign, mortgage, licence or otherwise deal (**Dealing**) with any Carbon Right or Environmental Benefit arising in relation to the Project or Project Area or Vegetation on the Project Area, to any person other than Canopy, or as otherwise directed by Canopy.
- 18.2 You warrant to Canopy that:
- (1) You have no knowledge of:
- (a) any outstanding or impending demands, orders or requisitions of any Authority relating to the Project Land;
- (b) any proposals for the realignment, widening or alteration of the level of any road adjoining the Project Land by any competent Authority that would materially affect the Project Area or its use;
- (c) any sewers, drains, pipes, cables or other installations passing through the Project Area, other than as disclosed by You in writing;
- (d) any proposals by any Authority to resume the Project Land or any part of the Project Land;
- (e) any proposals by an Authority to change the zoning or permitted use of the Project Land; or
- (f) any use to which the Project Area has in the past been put which would materially affect the viability of the Project;
- (2) You have full legal capacity to enter into this Agreement and perform Your obligations under it;
- (3) You have provided to Canopy notice of all persons with an existing registered or unregistered interest in the Project Land, including but not limited to leases, other carbon right agreements, licences;
- (4) other than as disclosed You are not prevented from entering into this Agreement or performing obligations under it by any mortgage, charge, deed, agreement or document;
- (5) You have no actual knowledge of any disputes, including but not limited to any environmental dispute or liabilities claimed or pending with respect to the Project Land;
- (6) to the best of Your knowledge, there is no other person who has or purports to have an interest in the Project Land including, but not limited to, native or mining titleholders that would inhibit Canopy obtaining Carbon Rights or Environmental Benefit over the Project Area; and
- (7) after diligent enquiry and investigation You have no actual knowledge of any fact or circumstances which would prevent or limit the use of the Project Land for the purposes anticipated under this Agreement and which You have not fully disclosed to Canopy.
- 19 **Indemnity**
- 19.1 Without limiting any other right or obligation which a Party may have under this Agreement or otherwise, each Party indemnifies and will keep indemnified the other Party (**Indemnified Party**) for any Loss or damage suffered as a result of that Party's breach of this Agreement or breach of any statute, regulations, by-laws

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- and orders of any competent body or Authority, except if the breach is caused by the Indemnified Party's act or omission.
- 19.2 Any indemnity under this Agreement is independent of any other obligation of either Party, is irrevocable and will continue despite expiration or termination of this Agreement. Either Party may enforce any indemnity without or before incurring any expense.
- 20 Force Majeure**
- 20.1 Subject at all times to the requirements imposed upon the Parties under the Scheme, the obligations of a Party under this Agreement (other than the obligation to pay money) are suspended during the time and to the extent that the Party is prevented from complying with them by reason of a Force Majeure Event.
- 20.2 If at any time, a Force Majeure Event occurs You must immediately give Canopy prompt notice and full particulars of the Force Majeure Event, an estimate of its likely duration, the obligations affected by it and the extent of its effect on those obligations, and the steps taken or required to be taken, to rectify it.
- 20.3 In the event of a Force Majeure Event which impacts damages or destroys Vegetation on the Project Area, Canopy may, in its absolute discretion after assessing the damage or destruction to Vegetation:
- (1) reinstate or re-establish the damaged or destroyed Vegetation as it deems fit in its absolute discretion; or
  - (2) terminate this Agreement in accordance with clause 17.1(1).
- 20.4 You must at all times use all reasonable endeavours to minimise any delay in the performance of Your obligations under this Agreement as a result of a Force Majeure Event.
- 21 Dispute Resolution**
- 21.1 If any dispute arises out of or in relation to this Agreement (**Dispute**) a Party to the Agreement must not commence any court or arbitration proceedings unless the Parties to the Dispute have complied with clauses 21.2 and 21.3 except where a Party seeks urgent interlocutory relief or such other provisional judicial relief as it considers necessary to avoid irreparable damage.
- 21.2 A Party to this Agreement claiming that a Dispute has arisen out of or in relation to this Agreement must give written notice (**Dispute Notice**) to the other Party of the Agreement specifying the nature of the Dispute.
- 21.3 If the Parties do not agree in writing within twenty one (21) days of receipt of the Dispute Notice (or such further period as agreed in writing by them, up to 45 days) as to the dispute resolution mechanism (e.g. expert determination) and procedures to be adopted, the parties must endeavour to settle the Dispute by mediation administered by the Australian Disputes Centre (**ADC**) in accordance with the ADC Guidelines for Commercial Mediation operating at the time the matter is referred to ADC. In addition, You may also escalate the dispute with the Australian Carbon Market Institute
- 22 GST**
- 22.1 In this clause 22 words or expression used in this clause which have a particular meaning in the GST Act, any applicable legislative determination and Australian Taxation Office public rulings, have the same meaning, unless the context otherwise requires.
- 22.2 Unless GST is expressly included, the consideration to be paid or provided under any other clause of this Agreement for any supply made under or in connection with this Agreement does not include GST.
- 22.3 The parties acknowledge their understanding that the supply of Project Services made by Canopy under this Agreement is a taxable supply.
- 22.4 To the extent that any supply made under or in connection with this Agreement is a taxable supply, the GST exclusive consideration to be paid or provided for that taxable supply is increased by the amount of any GST payable in respect of that taxable supply and that amount must be paid at the same time as the GST exclusive consideration is to be paid or provided.
- 22.5 A party's right to payment under clause 22.4 is subject to a valid tax invoice being delivered by the supplier to the recipient of the taxable supply.
- 23 Miscellaneous**
- 23.1 Relationship between the Parties
- (1) The Parties acknowledge that this Agreement is intended as a contract for the provision of services and nothing in the Agreement constitutes any relationship of employer and employee, trust, agency, joint venture or partnership between the Parties.
- 23.2 Notices
- (1) With exception of a notice or communication required to be given under clause 7.3(1) (which may be given orally) a notice or other communication connected with this Agreement (**Notice**) has no legal effect unless it is in writing and delivered to the party contact identified in the Cover Sheet to this Agreement.
- 23.3 Continuance
- At the end of the Term or, if earlier, upon termination of this Agreement, clauses 3.3(2), 6.1(1)(d), 9, 10, 17.3 and any other relevant clauses will remain in force and shall continue to have effect.

## Standard Terms and Conditions

- 23.4 Change of Law
- (1) Where a Change of Law occurs which:
- (a) makes it impossible for a party or the Parties to perform their material obligations or enforce its or their material rights under this Agreement in its current form; or
- (b) requires the Agreement to be amended to enable the Project to continue being, or being part of, a Carbon Sequestration Project;
- the Parties agree to vary this Agreement, only to the extent necessary or appropriate, so that the Parties can comply with the Change of Law and give effect to the objectives of the terms of this Agreement.
- (2) Without prejudice to clause 23.4(1), the Parties agree that it is their intention that this Agreement should continue and not come to an end and be deemed to be void or voidable in accordance with the doctrine of frustration or any other legal theory or otherwise as a result of any Change of Law.
- 23.5 Governing Law
- This Agreement is governed by and must be construed in accordance with the laws of the jurisdiction in which the Project Land is located.
- 23.6 Jurisdiction
- Each Party irrevocably and unconditionally:
- (1) submits to the non-exclusive jurisdiction of the courts of the jurisdiction in which the Project Land is located; and
- (2) waives, without limitation, any claim or objection based on absence of jurisdiction or inconvenient forum.
- 23.7 Document to Enure
- This Agreement is binding on and enures for the benefit of each Party.
- 24 Definitions**
- 24.1 In this Agreement, unless the context otherwise requires:
- (1) **Applicable Laws** means all applicable legislation, rules, policies, codes and methodology and all legally binding interpretations, judgements, injunctions and orders of any Authority, court or tribunal applicable to the Project under this Agreement.
- (2) **Applicable Report** means any report required to be prepared with respect to the Project pursuant to the requirements of the Scheme.
- (3) **Agreement** means this Agreement including each annexure and schedule to it.
- (4) **Authority** means any International, Commonwealth, State, Regional and Local Government or other regulatory authority, body or agency, and any court, tribunal or statutory corporation including, but not limited to, the Regulator, or any employee or agent of any of them.
- (5) **Carbon Sequestration** means the process by which carbon dioxide is removed from the atmosphere and is stored in Vegetation or soil.
- (6) **Carbon Sequestration Project** means a project involving Carbon Sequestration and which has been registered under the Scheme. For the avoidance of doubt Carbon Sequestration Project includes, but is not limited to, a project which has been declared to be an eligible offsets project within the meaning of the CFI Act.
- (7) **Carbon Rights** means the rights to commercially benefit from the carbon sequestered by Vegetation or soil and includes rights conferred by applicable state or territory legislation, including rights commonly known as 'carbon sequestration rights' in Victoria, New South Wales and Tasmania, 'carbon rights' in South Australia and Western Australia and 'carbon abatement interests' in Queensland.
- (8) **CFI Act** means the *Carbon Credits (Carbon Farming Initiative) Act 2011* (Cth).
- (9) **Change of Law** means the introduction of or material change in any law, regulation, binding rules, policy, codes or requirement of an Authority, including a change to any Applicable Law, (or a change in the interpretation of these by a Court), which directly affects the matters the subject of this Agreement.
- (10) **Commencement Date** is, unless otherwise specified, the date of this Agreement, being the date the last person executes this Agreement.
- (11) **Confidential Information** has the meaning given to that term in clause 10.3.
- (12) **Consent** means any consent, authorisation, registration, filing, licence, permit, approval, agreement, authority or exemption from an Authority or interest holder required for the implementation, management, maintenance or operation of the Project.
- (13) **Credit** means a credit issued in accordance with the Scheme and for the purpose of this Agreement includes any other entitlement statutory or otherwise which replaces or is in addition to such a unit, being an entitlement, right, interest, credit, allowance or benefit generated by the carrying out of the Project or any component part of the Project which involves the sequestration of carbon, the abatement of carbon, the reduction, avoidance or mitigation of greenhouse gas emissions or other ecosystem service. For the avoidance of doubt a credit includes, but is not limited to, an Australian Carbon Credit Unit.
- (14) **Credit Proceeds** means the net proceeds received by Canopy or any related entity of Canopy resulting from the sale or other realised value of Credits from the Project.
- (15) **Crediting Period** has the same meaning as in the CFI Act.
- (16) **Disturbance** includes Natural Disturbance and includes conduct engaged in by a third party

## Standard Terms and Conditions

- which may have the effect of causing a Reversal.
- (17) **Environmental Benefit** means any current or future right, interest, offset, entitlement, benefit, allowance, certificate, registrable right or other interest whether recognised by any law, regulation, contract, regime, publication, policy, program or fund (now or in the future, and as created, amended, supplemented, or replaced from time to time), arising from or in connection with the Project, including without limitation, Credits or any other entitlement arising from the Scheme in connection with the sequestration of carbon in Vegetation or soil, enhancement of biodiversity, the reduction of dry land salinity, the conservation of native Vegetation or the preservation of water catchment areas.
- (18) **Environmental Benefit Proceeds** means the net proceeds received by Canopy or any related entity of Canopy resulting from the sale or other realised value of Environmental Benefit from the Project.
- (19) **Force Majeure Event** means any event or circumstance, or combination of events or circumstances, which makes it impossible for a Party to perform its obligations in accordance with the terms of this Agreement, but only if and to the extent that:
- (a) the events or circumstances are not within the reasonable control, directly or indirectly, of the Party claiming the Force Majeure Event; and
  - (b) the affected Party has used all reasonable efforts to prevent or avoid the Force Majeure Event and mitigate its effects; and
  - (c) if the event is a fire, such fire is a wildfire not caused by You.
- (20) **GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended.
- (21) **GST** has the same meaning as in the GST Act or any replacement or other relevant legislation and regulations.
- (22) **Insolvency Event** means the occurrence of any one or more of the following events in relation to any party:
- (a) a liquidator or provisional liquidator is appointed;
  - (b) an administrator or controller is appointed to any of its assets;
  - (c) a trustee in bankruptcy is appointed;
  - (d) entry into an agreement or composition with one or more of its creditors, or any assignment for benefit of one or more of its creditors;
  - (e) anything occurring under the law of any jurisdiction which has a substantially similar effect to the matter described in any of the above paragraphs of this definition.
- (23) **Interest Rate** means the rate charged by the Commonwealth Bank of Australia to its prime corporate customers on the due date as quoted in the Australian Financial Review (or as otherwise publicly quoted by the Commonwealth Bank of Australia if the Australian Financial Review is not in publication or the information is not contained in it at the relevant time), that interest to accrue on a daily basis and be compounded monthly from the date of default to the date of payment (both before and after any judgment).
- (24) **Landholder Activities** means the activities that You have agreed to undertake in relation to the Project and Project Area as set out in the Project Plan.
- (25) **Life of the Project** means the applicable Permanence Period which is specified in Item 4 of the Cover Sheet to this Agreement.
- (26) **Licensee** means Balmedie Financial Pty Ltd (ABN 81 159 803 415), Australian Financial Services Licence number 434899.
- (27) **Loss** means any loss, cost, damage, debt, expense, tax or liability of any kind (including any legal costs).
- (28) **Natural Disturbance** means a flood, bushfire, drought, pest attack or disease, where the event could not reasonably be prevented by the Project Proponent for the project.
- (29) **Payment Amount** means the payment for the Project Services due to Canopy and as described in Item 2 of the Cover Sheet to this Agreement.
- (30) **Permanence Period** means the period of time during which the removal of carbon dioxide equivalent from the atmosphere by the Project may not be reversed and (if applicable) has the same meaning as in the Scheme.
- (31) **Personal Information** has the meaning given in the Privacy Act 1988 (Cth).
- (32) **Privacy Officer** means Canopy's privacy officer, who can be contacted at [info@greeningaustralia.org.au](mailto:info@greeningaustralia.org.au).
- (33) **Privacy Policy** means Canopy's privacy policy which can be found at [www.canopy.org.au](http://www.canopy.org.au).
- (34) **Project** means the Carbon Sequestration Project to be undertaken in accordance with the Project Plan and the subject of this Agreement.
- (35) **Project Activities** means the activities to be undertaken as part of the Project as specified in the Project Plan.
- (36) **Project Area** means part or parts of the Project Land labelled Project Area in the plans attached at Schedule 1, upon which or in relation to which the Project will be carried out.
- (37) **Project Land** means the real property which is subject to the estate or interest which is described in Item 1 of the Cover Sheet to this Agreement.
- (38) **Project Plan** means the plan for the Project proposed by Canopy and attached at Schedule 2 which amongst other matters, specifies the nature of the Project including the actions that can and cannot be undertaken on the Project



## Standard Terms and Conditions

Area during the Life of the Project as amended for time to time.

- (39) **Project Proponent(s)** means the entity or entities (as applicable) recognised by the Regulator as having responsibility for the Project.
- (40) **Project Services** has the meaning given in clause 5.1(1).
- (41) **Regulator** means the authority or oversight body appointed to administer the Scheme and includes any successor body. For the avoidance of doubt, the Regulator for the scheme established by the CFI Act is the Clean Energy Regulator.
- (42) **Relinquishment Notice** means a notice issued by the Regulator of the Scheme to the Project Proponent requiring a number of Environmental Benefits or Credits to be relinquished to the Regulator. For the avoidance of doubt a Relinquishment Notice includes, but it is not limited to, a notice issued by the Clean Energy Regulator under the CFI Act requiring a number of Australian Carbon Credit Units to be relinquished.
- (43) **Reversal** in relation to the Project, means a reversal of the removal of carbon dioxide equivalent from the atmosphere by the Project, however such reversal is caused, and includes a Reversal as contemplated in the CFI Act and the Carbon Credits Rule 2015 (Cth).
- Note: A reversal may occur as a result of the destruction of vegetation due to a natural disturbance event such as a flood, bushfire, drought, pest attack or disease or may result from the conduct of a person for example the intentional removal of vegetation.
- (44) **Scheme** means the scheme, framework and other Applicable Laws (as developed by the relevant Regulator or Authority whether now or in the future) under which the Project is registered or certified and under which the Environmental Benefits are issued. For the avoidance of doubt, Scheme includes, where applicable, the CFI Act.
- (45) **Term** means the term of this Agreement as specified in clause 2.
- (46) **Vegetation** means trees, shrubs, woody debris and other forms of vegetation including roots or other parts of the trees and shrubs or other vegetation that lie beneath the soil and leaves, branches or other parts or products of trees or shrubs or other vegetation (whether dead or living) and includes without limitation any seeds produced by trees and shrubs.

### 25 Interpretation

- (1) In this Agreement, unless the context requires another meaning, a reference:
- (a) to the singular includes the plural and vice versa;
- (b) to a document is a reference to that document (including any schedules and annexures) as

amended, consolidated, supplemented, novated or replaced;

- (c) to a recital, clause, schedule or annexure, is to a recital, clause, schedule or annexure of or to this Agreement.
- (d) to a "Party" means a party to this Agreement;
- (e) to a person (including a Party) includes an individual, company, other body corporate, association, partnership, firm, joint venture, trust or government agency; and the person's substitutes, executors and administrators
- (f) to a law is a reference to that law as amended, consolidated, supplemented or replaced and includes a reference to any regulation, by-law or other subordinate legislation;
- (g) to proceedings includes litigation, arbitration and investigation;
- (h) to "\$" or "dollars" means the lawful currency in Australia;
- (i) "in writing" include any communication sent by letter, facsimile transmission or email; and
- (2) This Agreement may not be interpreted adversely to a Party only because that Party was responsible for preparing it.
- (3) Unless stated otherwise, one word or provision does not limit the effect of another.
- (4) A warranty, representation, covenant, obligation or right given, entered into or conferred (as the case may be) by more than one person binds them jointly and severally.
- (5) If any provision of this Agreement is found by a court to be illegal, invalid or unenforceable, that provision may, at Canopy 's option, be read down to the extent necessary and reasonable in all the circumstances to give it a valid operation of partial character. If any provision of this Agreement cannot be so read down, that provision will be void and severable and the remaining provisions of this Agreement will not in any way be affected or impaired.
- (6) Any obligation on You under this Agreement to do or not to do any act, matter or thing will include a further obligation that You will not permit or suffer a breach of such obligation by any other person.
- (7) Even if this Agreement is unregistered, it has the effect of a deed.

## Standard Terms and Conditions

### EXECUTION

Executed as a Deed:

**Executed by Canopy Nature Based Solutions Pty Ltd.** (ABN 50 611 480 767) in accordance with section 127 of the *Corporations Act 2001* (Cth):

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of Director / Company Secretary

\_\_\_\_\_  
Name of Director

\_\_\_\_\_  
Name of Director / Company Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Executed by Shire of Boyup Brook** (ACN XX XXX XXX XXX) [s127 only for directors of a business] in accordance with section 127 of the *Corporations Act 2001* (Cth):

**Commented [OY2]:** Please confirm if s127 applies and authorised persons to sign the agreement.

\_\_\_\_\_  
Signature of Director/Trustee/Authorised Person

\_\_\_\_\_  
Signature of Director/Trustee/Authorised Person

\_\_\_\_\_  
Name of Director/Trustee/Authorised Person

\_\_\_\_\_  
Name of Director/Trustee/Authorised Person

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## SCHEDULE 1 – PROJECT AREA



Figure 1: Project area

## SCHEDULE 2 – PROJECT PLAN

### Project Objectives

The proposed project will deliver land improvements on your property by increasing native vegetation cover. Over time you will benefit from a range of environmental services associated with the planting objectives.

The key planting objectives of this project are to:

- Restore native vegetation to low productivity areas to improve landscape condition through the management of salinity and waterlogging
- Improve grazing and livestock productivity through the strategic addition of Shade, Shelter, Fodder plantings
- Where possible and relevant, restore biodiversity assets of significance to the site and surrounding region, including habitat for listed threatened species and ecological communities
- Ensure the plantings are maintained for at least the permanence period of the registered project and achieve a minimum of 20% canopy cover and 2m height at maturity.

### Planting Approach and Design

The overall planting program will implement a mixed native species planting that provides tree and shrub cover on cleared and/or degraded farmland in support of the above-mentioned objectives. The design is based on the use of a biodiverse mix of local species suited to the property's soil types and conditions, providing productivity gains with complementary environmental and biodiversity benefits, including carbon sequestration.

Site investigations have identified the vegetation type as Jarrah and Marri dominated forest. Soils associated with the planting areas range from free draining sandy gravels to poorly drained loams in valley floor or wet depressions.

Canopy/Greening Australia will establish vegetation representative of these communities' using species appropriate to the site, land condition and in line with the [Environmental Planting Method](#).

The project design considers two planting typologies (see Figure 2):

1. Biodiverse plantings, where the planting intent is ecological and vegetation is representative of the local vegetation communities; and,
2. Shade Shelter Fodder (SSF) plantings, where planting is intended for productive agriculture benefit thus vegetation is skewed towards providing local native forage species for livestock.

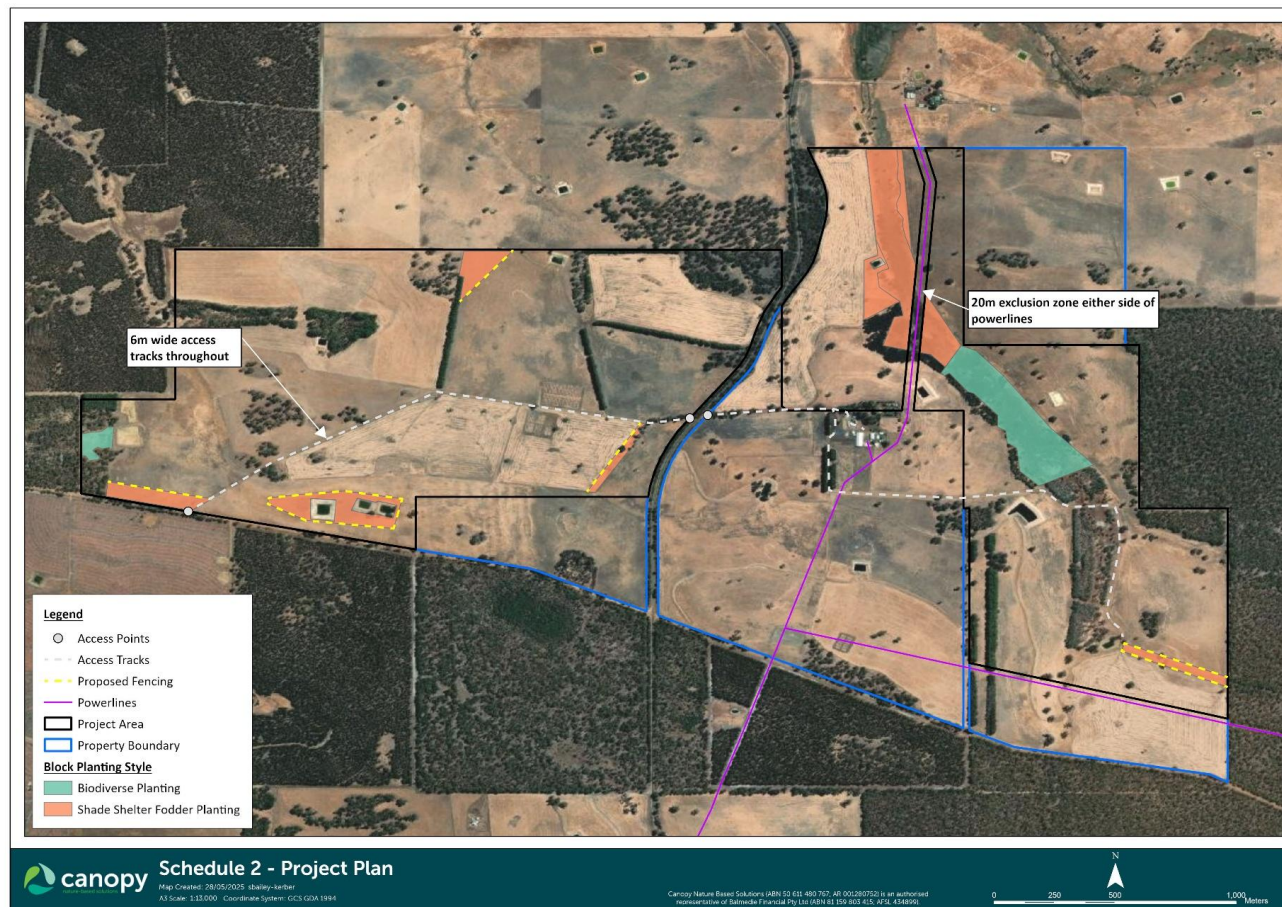
Both planting typologies consider restoring land condition through the management of waterlogging and salinity, and species selection for planting will consider existing site conditions and constraints.

Direct Seeding & Tubestock Planting of local native species is planned to commence in Year 1 (2026) between May and June, depending on seasonal conditions (i.e. rain/soil moisture). In Year 2 or 3, infill planting will be undertaken if required to account for patchiness in establishment and for added biodiversity benefit as required.

Planned restoration will work towards a stocking rate of 800-1500 stems per ha (total 30,756 stems) at establishment, however, this is a guide only and is likely to vary across the project area. The primary objective is to achieve a stocking rate that meets carbon compliance, any infill planting will prioritise this.

Figure 2 shows the proposed planting area. Ineligible areas under the Method have been excluded, this may include scattered timber and areas of natural regrowth and rock.





**Figure 2: Proposed project plan, planting arrangements, fire breaks and relevant property features**



**Table 1: Anticipated species and restoration units to be planted**

Table 1 is an indicative species list only and will be finalised during detailed design. Final list is subject to availability to Canopy/Greening Australia and exact mix and proportions of these species will be subject to seed and seedling availability. Final list to be provided to landholder at a later date.

Species	RU1 SSF Planting (wet)	RU2 SSF Planting (dry)	RU3 Biodiverse Planting (wet)	RU4 Biodiverse Planting (dry)
<i>Acacia acuminata</i>		X		X
<i>Acacia applanata</i>		X		X
<i>Acacia biflora</i>		X		X
<i>Acacia browniana</i>	X		X	
<i>Acacia celastrifolia</i>		X		X
<i>Acacia dentifera</i>		X		X
<i>Acacia drummondii</i>	X	X	X	X
<i>Acacia extensa</i>	X		X	
<i>Acacia gilbertii</i>		X		X
<i>Acacia huegelii</i>				X
<i>Acacia microbotrya</i>	X		X	
<i>Acacia myrtifolia</i>		X		X
<i>Acacia nervosa</i>		X		
<i>Acacia puchella</i>	X		X	
<i>Acacia saligna</i>		X		
<i>Acacia stenoptera</i>				X
<i>Acacia urophylla</i>	X		X	
<i>Acacia willdenowiana</i>			X	
<i>Allocasuarina huegeliana</i>		X		
<i>Allocasuarina humilis</i>		X		X
<i>Allocasuarina lehmanniana</i>	X	X	X	X
<i>Atriplex amnicola</i>	X			
<i>Atriplex bunburyana</i>	X	X		
<i>Atriplex cinerea</i>	X	X		
<i>Atriplex nummularia</i>	X	X		
<i>Atriplex pumilio</i>	X			
<i>Atriplex semibaccata</i>	X	X		
<i>Atriplex undulata</i>	X			
<i>Banksia grandis</i>				X
<i>Banksia littoralis</i>			X	
<i>Banksia sessilis</i>				X
<i>Billardiera fusiformis</i>	X		X	
<i>Callistemon phoeniceus</i>	X		X	
<i>Calothamnus lateralis</i>	X		X	
<i>Calothamnus quadrifidus</i>		X		X
<i>Casuarina obesa</i>	X		X	
<i>Clematis pubescens</i>			X	
<i>Corymbia calophylla</i>		X		X
<i>Darwinia citriodora</i>				X
<i>Enchylaena tomentosa</i>		X		
<i>Eucalyptus aspersa</i>		X		X
<i>Eucalyptus decipiens</i>	X		X	
<i>Eucalyptus marginata</i>		X		X

Species	RU1 SSF Planting (wet)	RU2 SSF Planting (dry)	RU3 Biodiverse Planting (wet)	RU4 Biodiverse Planting (dry)
<i>Eucalyptus patens</i>	x		x	
<i>Eucalyptus rudis</i>	<b>X</b>		<b>X</b>	
<i>Eucalyptus wandoo</i>		x		x
<i>Eremophila glabra</i>		x		
<i>Gompholobium tomentosum</i>		x		x
<i>Hakea incrassata</i>				x
<i>Hakea lissocarpha</i>				x
<i>Hakea prostrata</i>		x		x
<i>Hakea trifurcata</i>		x		x
<i>Hakea undulata</i>		x		x
<i>Hakea varia</i>	x		x	
<i>Hardenbergia comptoniana</i>		x		x
<i>Hypocalymma angustifolium</i>			x	
<i>Jacksonia furcellata</i>			x	
<i>Kennedia coccinea</i>		x		x
<i>Kennedia prostrata</i>	x	x	x	x
<i>Kunzea glabrescens</i>	x		x	
<i>Kunzea micrantha</i>	x		x	
<i>Kunzea recurva</i>	x		x	
<i>Leptospermopsis erubescens</i>		x		x
<i>Maireana brevifolia</i>		x		
<i>Maireana georgei</i>		x		
<i>Maireana tomentosa</i>		x		
<i>Melaleuca cuticularis</i>	x		x	
<i>Melaleuca incana</i>	x		x	
<i>Melaleuca lateritia</i>	x		x	
<i>Melaleuca preissiana</i>	x		x	
<i>Melaleuca raphiophylla</i>	x		x	
<i>Melaleuca spathulata</i>	x		x	
<i>Melaleuca striata</i>		x		x
<i>Melaleuca thymoides</i>	x		x	
<i>Melaleuca viminea</i>	x	x	x	
<i>Olearia paucidentata</i>	x			
<i>Regelia ciliata</i>			x	
<i>Rhagodia baccata</i>		x		
<i>Rhagodia preissii preissii</i>		x		
<i>Rhagodia preissii obovata</i>		x		
<i>Rhagodia spinescens</i>		x		
<i>Taxandria linearifolia</i>	x		x	
<i>Taxandria parviceps</i>	x		x	
<i>Viminaria juncea</i>	x		x	
<i>Xanthorrhoea gracilis</i>				x
<i>Xanthorrhoea preissii</i>			x	x

x = To be planted in the vegetation type

Species annotated with 'X' indicate the dominant species of the associated restoration unit (RU)

## Project Activities

Table 2 summarises project activities, who is responsible, indicative timing, frequency and the method used. Please note timings may vary based on seasonal conditions.

Table 3 displays the estimated project activity timeline.

The Parties acknowledge the dependencies to commencing project activities include registration of the Environmental Planting project with the Clean Energy Regulator, compliance with the *Aboriginal Heritage Act 1972* (WA), and the approval of a Development Application by the Shire of Boyup Brook. The Parties will mutually agree the commencement of activities in line with the circumstances and conditions of the Environmental Planting project registration and Development Application.

Please note that a notice placed on the Certificate of Title advising as to the presence of, and requirements of, a fire management plan may be required for Environmental Planting projects developed in Western Australia.

**Table 2: Project Activities and Responsibilities**

Project activity		Expected timing	Frequency	Proposed method
<b>Greening Australia/Canopy will:</b>				
PROJECT PLANNING	Detailed design and implementation planning	June – September 2025	Once	Greening Australia operations team in conjunction with landholder as and where they wish to be involved
	Procurement of seed and other project related resources	July – December 2025	Once	Greening Australia operations team
	Development Application (if applicable) and Bushfire Management Plan	July – December 2025	Once	Greening Australia to complete and register with respective LGA for approval (90-day approval period)
	Cultural Heritage Check	Complete	Once	Greening Australia land team
	Project aggregation and registration	by December 2025	Once	Canopy to register aggregated project with the Clean Energy Regulator (90-day approval period)
SITE PREPARATION	Weed control where required to facilitate planting	April - June 2026	Once	Qualified contractor with spray boom or similar
	Ripping and mounding to wet areas where required to facilitate planting	March – June 2026	Once	Using a rip moulder to enable seeding planting to wetter areas
PLANTING	Direct seeding	May – August 2026	Once	Direct seeding of mix native species as per detailed design. Seed will be planted central in a scalped row.
	Seedling planting	May – August 2026	Once	Hand-planting with planting crew
MAINTENANCE	Weed and insect control	September – November 2026	As required	Qualified contractor with small spray boom or similar
	Control animals that may impact on planting success (eg. rabbits and roos)	All year round – dependant on species	Annually or as required until 2030	As per relevant local biosecurity advice and target species
	Undertake infill planting	May - August 2027 and/or 2028	If required	Hand-planting with planting crew

MONITORING	Site monitoring for seed germination and seedling survival	Spring 2026 Autumn 2027 Autumn 2028 Autumn 2029	Until satisfied of establishment	Physical inspection
	Undertake carbon monitoring	Spring	Ongoing to end of permanence period	Physical inspection and/or remote sensing
REPORTING	Annual project reporting		Annually	Canopy to complete project reporting as required by the Clean Energy Regulator
<b>The Landholder will:</b>				
SITE PREPARATION	Fencing of planting areas to protect from livestock where livestock will have access to adjacent paddocks	Prior to planting or livestock accessing the paddock (whichever comes first)	Once	Landholder or contractor
	Removal of old fencing infrastructure in creekline to facilitate planting	Prior to planting	Once	Landholder or contractor
	Grading of old gravel pit to facilitate planting	Prior to planting	Once	Landholder or contractor
	Management of Juncus acutus in the creekline to facilitate planting (ie, burn and rotary hoe)	Prior to site preparation weed control	As required	Landholder or contractor
MAINTENANCE	Maintain firebreaks and access tracks in line with the site fire management plan	All year round - commencing prior to the summer bushfire season 2026	Annually or as required	Inspection and maintenance (eg. spraying, ripping and/or slashing)
	Maintain designated water access points and infrastructure (ie tanks, dams and pumps) for potential bushfire management	All year round - commencing prior to the summer bushfire season 2026	Ongoing	Inspection and maintenance (as required)
	Maintain fences in stockproof condition	All year around	Ongoing	As required



	Control of any declared plants as described in the <a href="#">Biosecurity and Agriculture Management Act 2007</a> .	All year round	Annually or as required	As advised by local biosecurity group or with reference to Department of Primary Industries and Regional Development (DPIRD) <a href="#">Declared plant control table</a>
	Control of feral animals that may impact on planting success (eg rabbits)	All year round – dependant on species	Annually or as required post 2029	As per relevant local biosecurity advice
MONITORING	Inform Canopy/Greening Australia of any threats to the planting (e.g. stock grazing, fire, pests, weeds, disease).	All year around	Ongoing	Inspection

**Table 3: Estimate Project Activity Timeline**

Shaded cells indicated period of activity and the party responsible.

Dark colour cells are mandatory activities where required.

Light coloured cells are site specific 'if required'.

YEAR	2026		2027	2028	2029	2030 – 2051
ACTIVITY	Pre-Planting	Post-Planting				
Greening Australia/Canopy will:						
Project Planning Activities						
Weed Control						
Ripping and mounding						
Planting						
Pest Animal Control						
Planting (infill)						
Monitoring (carbon and biodiversity)						
Annual Project Reporting						
Project Audit			1 <sup>st</sup> audit	Subsequent audits		
Project Permanence Period (PP)			Estimate Permanence Period (commences after first issuance of credits)			
The Landholder will:						
Installation of fencing						
Removal of fence infrastructure in creek						
Grading of old gravel pit						
Management of <i>Juncus acutus</i> in creek						
Weed Control (maintenance)						
Pest Control (maintenance)						
Fencing (maintenance)						
Fire Break (maintenance)						
Monitoring (for threats/disturbances)						

### Restricted Project Activities

The activities outlined in Table 4 may be undertaken on the project area after a certain amount of time and require oversight to ensure project eligibility requirements are appropriately managed.

**Table 4: Summary of Restricted Project Activities**

Restricted Activity	Responsible Party	Expected Date / Timeframe	Conditions / Limitations
Grazing	Landholder	After 2028	Stocking rates and timing to be determined in consultation with Canopy. Commencement subject to Canopy approval.
Fuel load management (non-grazing)	Landholder	If required, pre-bushfire season	Subject to fuel load monitoring. Approval required from Canopy (to be implemented in line with ERF project eligibility requirements).
Firewood Collection	Landholder	Year round	Fallen timber only. No more than 10% of fallen timber to be collected in any calendar year, for personal use. Not to be offered for sale. Records must be kept for any woody biomass collection activities.
Ecological thinning	Canopy	If required	Subject to stem density and ecological monitoring. Only permitted if it does not negatively impact biodiversity, forest cover, forest potential or abatement estimates. Approval required from Canopy (to be implemented in line with project eligibility criteria).
Fertilising	Canopy	If required	Subject to carbon method and tree growth model calibration requirements.
Seed Collection	Landholder / Canopy	As per seasonal maturity	No more than 20% of available seed can be harvested from each CEA within one calendar year. Canopy will need to indicate where seed collection can take place and records must be kept for any seed collection activities.
Woody Biomass Collection	Landholder	Year round	No more than 10% of stems, roots or bark from standing or fallen trees to be used for fencing or as craft materials in a calendar year for personal use only (not to be offered for sale). Records must be kept for any woody biomass collection activities.

# Non Exclusive Call Option Deed

Deed Date **date**

## Parties

**Shire of Boyup Brook** # Owner's ACN/ARBN #  
of # address of the premises or the Owner's registered address #  
(Owner)

**Commented [OY1]:** Please confirm these details.

**Canopy Nature Based Solutions Pty Ltd** ABN 50 611 480 767  
of Level 4, 50 Pirie Street, Adelaide, South Australia, 5001  
(Grantee)

**Executed** as a Deed and delivered on the date above.

**EXECUTED** by **Shire of Boyup Brook** in  
accordance with section 127 of the  
*Corporations Act 2001* (Cth):

**Commented [OY2]:** Confirm who will be signing - authorise representative

\_\_\_\_\_  
Signature of Director/company secretary

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Name of Director/company secretary  
(BLOCK LETTERS)

\_\_\_\_\_  
Name of Director  
(BLOCK LETTERS)

## Grantee

**EXECUTED** by **Canopy Nature Based  
Solutions Pty Ltd** ABN 50 611 480 767 in  
accordance with section 127 of the  
*Corporations Act 2001* (Cth):

\_\_\_\_\_  
Signature of Director/Company Secretary

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Name of Director/Company Secretary  
(BLOCK LETTERS)

\_\_\_\_\_  
Name of Director  
(BLOCK LETTERS)

It is agreed

## 1 Definitions

In this Deed, unless the context otherwise requires:

- (1) **Call Option** means the option pursuant to clause 3(1) of this Deed.
- (2) **Call Option Expiry Date** means the first (1<sup>st</sup>) anniversary of the Deed Date.
- (3) **Call Option Period** means the period commencing on the date of this Deed and ending at 5pm (AEST) on the Call Option Expiry Date.
- (4) **Claim** includes any claim, demand, remedy, suit, injury, damage, loss, cost, expense, liability, action, proceeding, right of action and claim for compensation.
- (5) **Commencement Date** means the commencement date in the Document determined in accordance with clause 3(4).
- (6) **Deed** means this document including any schedules and annexures.
- (7) **Document** means the project services agreement] formed on exercise of the Call Option in the form in Annexure A.
- (8) **Notice of Exercise of Call Option** means a notice in the form contained in Annexure B.
- (9) **Property** means the area shown on the plan at Annexure C for identification purposes only.
- (10) **Related Body Corporate** has the same meaning as in the *Corporations Act 2001* (Cth).

## 2 Interpretation

### 2.1 References and Parties

- (1) Clauses 23 and 24 of the Document are incorporated as if set out here in full with any changes to terminology or definitions as required.
- (2) Any term defined in the Document will have the same meaning as in this document unless the context otherwise requires, or unless the term is otherwise defined in this document.

## 3 Call Option

- (1) In consideration of the Grantee paying the Owner \$1 if demanded, the Owner grants to the Grantee an option exercisable during the Call Option Period to require the Owner to enter into a project services agreement with the Grantee, on the terms and conditions of this Deed.

- (2) On the date of this Deed, the Grantee will deliver the Document (in duplicate) to the Owner, executed by the Grantee, for the Owner to hold in escrow until the exercise of the Call Option under this clause 3.
- (3) The Call Option may only be exercised by the Grantee delivering to the Owner on any Business Day during the Call Option Period a Notice of Exercise of Call Option properly executed and dated by the Grantee.
- (4) On the due exercise of the Call Option, a project services agreement for the Property will be deemed entered into and formed between the Grantee and the Owner on the terms and conditions set out in the Document. The date of the Document is the day immediately after the exercise of the Call Option, being the date that the last of the items in clause 3(3) are delivered to the Owner.
- (5) On the Owner's receipt of the items referred to in clause 3(3), the Owner must deliver to the Grantee within 7 Business Days of the due exercise of the Call Option, a duly executed copy of the Document.

## 4 Owner's obligations

- (1) The Property remains at the Owner's risk.
- (2) Until the Call Option Expiry Date, the Owner must:
  - (a) manage the Property in a proper manner and maintain the Property to a standard of a reasonable prudent owner and at least to the standard current as at the date of this Deed;
  - (b) keep the Grantee fully informed of all material matters relating to the Property and the Land including those matters which may directly or indirectly impact the Project;
  - (c) comply with all applicable Laws and carry out any work required in relation to the Property and the Land by any relevant Government Agency whether under an order, notice or otherwise by the latest date specified by the applicable Government Agency (but not if that date is after completion of the Document and those obligations are to be observed by the Lessee under the Document); and
  - (d) as soon as is reasonably practicable after its receipt, give the Grantee copies of any notices of resumption or intended resumption, any notice, demand or requirement or claim from any Government Agency or any person in relation to the Property or the Land.



5	<b>Approvals</b>		(ii) fully complied with; and
(1)	The Owner authorises the Grantee to, and the Grantee may at its cost, do all things required or necessary to:	(d)	there are no tenancies or occupation rights or licences in existence or in the course of negotiation, execution or registration other than those which the Grantee has received copies of.
(a)	prepare and lodge any application for the Project Approvals with all relevant Authorities in respect of the Project; and	(2)	The Owner acknowledges that, notwithstanding any other provision of this Deed, a breach by the Owner of a warranty set out in this Deed is a breach of this Deed.
(b)	obtain the Project Approvals from all relevant Government Agencies or Authorities on terms acceptable to the Grantee.	(3)	The Owner must inform the Grantee in writing promptly of becoming aware of any matter that would constitute a breach of a warranty in clause 6.
(2)	The Owner must do all things reasonably necessary, if requested by the Grantee, to assist the Grantee to procure the Project Approvals, including:	7	<b>Termination</b>
(a)	executing any documents or giving any consents that may be required;	(1)	Subject to any earlier termination of this Deed, if the Call Option is not exercised during the Call Option Period, then this Deed terminates at the expiration of the Call Option Period and without limiting the rights of either party against the other party for any breach of this Deed before the termination.
(b)	entering into any ancillary agreement that may be required by the relevant local authority or as a condition of any Project Approval; and	(2)	This Deed may otherwise be terminated by the either party on notice to the other party given at any time.
(c)	providing any information in its knowledge or possession (unless the Owner is prohibited by law or deed from releasing that information) that the Grantee reasonably needs to facilitate any necessary assessment of the Property or any adjoining or neighbouring land in any application for the Project.	(3)	If this Deed is terminated in accordance with this clause 7 then, all of the parties' rights and obligations under this Deed cease (except the rights of either party against the other for any breach of this Deed before termination) and without limitation the Call Option will be incapable of exercise and deemed to have expired.
6	<b>Warranties</b>	8	<b>Dispute Resolution</b>
(1)	The Owner warrants to the Grantee on the date of this Deed and (unless the relevant warranty is, by its express terms, only given as at the date of this Deed) on each day until this Deed is at an end or terminated by either party or the Document is completed, to the best of its knowledge, the Property complies with all Laws and the Owner:		Clause 20 of the Document is incorporated as if set out here in full with any changes to terminology or definitions as required.
(a)	has the right to grant access to the Property under a project services agreement and enter into this Deed;	9	<b>Costs and Duty</b>
(b)	has not committed any breach (and is not aware of any existing breach) of an environmental law applicable to the Property; and	(1)	Clause 13 of the Document applies as if set out here in full with any changes to terminology or definitions as required.
(c)	as at the date of this Deed, has not received any notice, demand, requirement or claim from any Authority or person in relation to any matter relating to the Property which has not been:	(2)	The Owner is responsible for its own legal and other professional costs in connection with entering into this Deed.
(i)	disclosed to the Grantee; or	10	<b>Notices</b>
		(1)	Clause 22.2 of the Document is incorporated as if set out here in full with any changes to terminology or definitions as required.
		(2)	For the purpose of this clause, each party's contact details as at the date of this Deed are as follows:
		(a)	<b>Owner</b> Address: # insert # Email: # insert #

**Commented [OY3]:** Please confirm contact details.

(b) **Grantee**  
Address: Level 4, 50 Pirie Street  
Adelaide SA 5001  
Email:  
andaccess.ga@greeningaustralia.org.au

**11 Confidentiality**

Clause 10 of the Document is incorporated as if set out here in full with any changes to terminology or definitions as required.

**12 General**

**12.1 General Provisions**

Clause 22 of the Document is incorporated as if set out here in full with any changes to terminology or definitions as required.

**12.2 No merger**

Each obligation and warranty which is capable of having future operation continues in force although this Deed has otherwise been fully performed.

## **Annexure A– Document**

Carbon Sequestration Project Services Agreement Attached

DRAFT

## Annexure B – Notice of Exercise of Call Option

To: **Shire of Boyup Brook** # Owner's ACN/ARBN #  
of # address of the premises or the Owner's registered address #  
(Owner)

Commented [OY4]: Details to be confirmed

### NOTICE OF EXERCISE OF CALL OPTION

**NOTICE IS GIVEN BY Canopy Nature Based Solutions ABN 50 611 480 767 (Grantee)** to the Owner that the Grantee exercises the Call Option over the Property granted by the Owner under the Call Option Deed dated / /

**DATED** this                      day of                      20\_\_\_\_

EXECUTED by **Canopy Nature Based Solutions ABN 50 611 480 767** in accordance with section 127 of the *Corporations Act 2001* (Cth):

\_\_\_\_\_  
Signature of director/company secretary

\_\_\_\_\_  
Signature of director


\_\_\_\_\_  
Name of director/company secretary  
(BLOCK LETTERS)

\_\_\_\_\_  
Name of Director  
(BLOCK LETTERS)

## **Annexure C– Plan**

Schedule 1 in Annexure A Attached

DRAFT



# **SHADE, SHELTER, FODDER RESEARCH PROPOSAL**


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# BACKGROUND

Shade, Shelter, Fodder (SSF) is an innovative use of multi-species native plantings to boost returns from currently unproductive or marginal land. The system incorporates local native tree species for shade, shrubs for shelter and forage plants for grazing benefit.

Some of the key benefits of the system include:

- Reduction in erosion (wind and water) resulting in paddock stabilisation
- Increased productivity and resilience of grazing system
  - Reduction of autumn and drought feed gap
  - Reduced grazing pressure on existing pastures
  - Added minerals and nutrients to livestock diet for improved health outcomes
  - Shelterbelt benefits (particularly lambing ewes, young lambs and newly shorn sheep)
  - Harvesting out of season rainfall
  - Alternative use for low productivity soils, frost prone or small inaccessible areas
  - Increased fertility rates due to the provision of shade and shelter
- Increased soil health (carbon content, beneficial soil microbes, organic matter content, improved nutrient cycling, improved water infiltration)
- Improved profitability due to improved livestock and land performance
- Improved biodiversity values

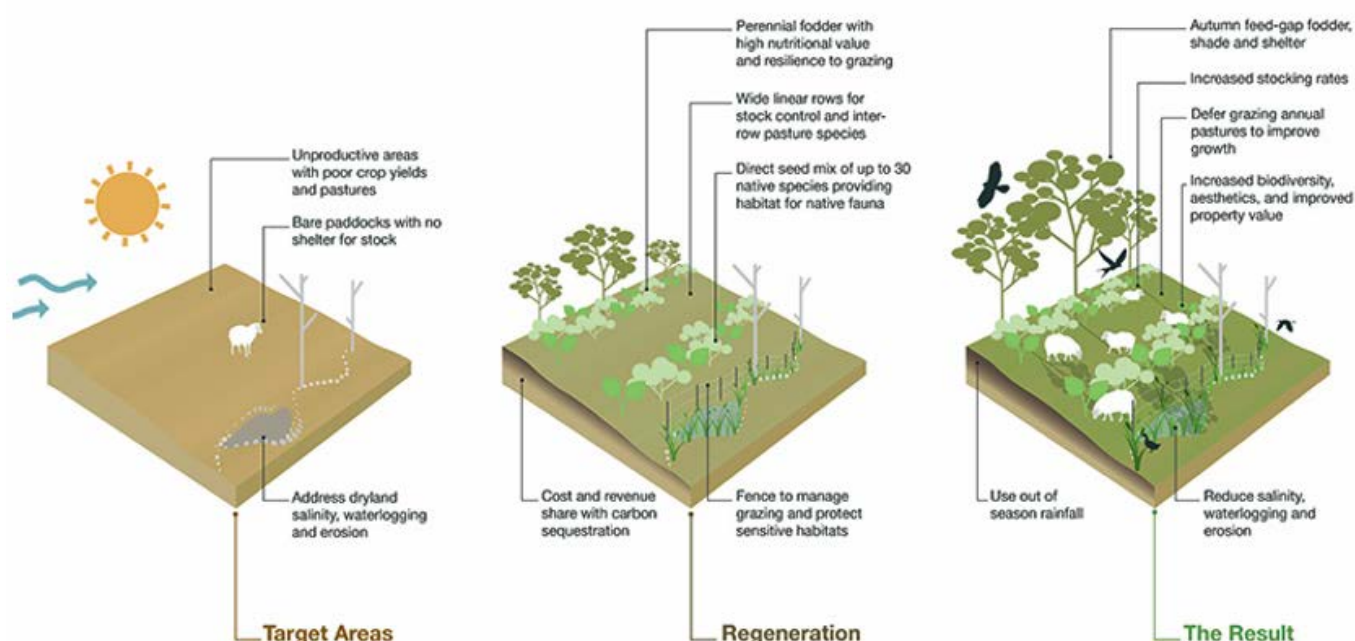


Figure 1: Shade, Shelter Fodder depiction.



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Greening Australia designed SSF as novel system (nature-based solution) in response to a desire from mixed cropping and livestock landholders to re-establish perennial native plant cover across degraded farmland, integrating ecological restoration with paddock productivity.

Since 2012 Greening Australia has established SSF plantings on numerous properties across the Wheatbelt of Western Australia with positive feedback from receiving landholders. However, with carbon and nature market establishment there is a need to evaluate the system to understand and quantify the benefits at the intersection between land repair, biodiversity improvement, farm productivity and resilience, and carbon sequestration.

One of the key components of any successful grazing system is management. Management to get the best outcomes for the livestock utilising it, but also management to maintain the system to get the best long-term benefits from it.

After establishment – usually between 3-5yrs (depending on the site) – ‘managed grazing’ of SSF plantings can commence. However, livestock farmers in Western Australia are typically accustomed to managing pasture systems or monocultures of saltbush for grazing. Anecdotal feedback from landholders who have SSF plantings on their properties is that they have seen improved land condition, but they have expressed a need to know more about how they best manage a mixed native forage system. For example, some plantings have thrived but have been locked up, thereby precluding livestock and productivity benefits, whilst others have suffered significant losses in plantings due to overstocking and overgrazing/poor management.

In many cases, the SSF system is implemented in saline areas to slow, halt and potentially reverse landscape degradation caused by salinity. To achieve these landscape benefits requires good ‘management’ also.

Importantly, SSF plantings sequester carbon and as a registered carbon project ‘managed grazing’ is permitted.

So, what does ‘managed grazing’ of a SSF system look like?

To answer this, we need to understand:

- What is the appropriate amount of grazing pressure for native SSF plantings to promote continued growth and achieve multiple benefits without suffering irreversible damage?
- What is the appropriate amount of grazing pressure for native SSF plantings to optimise carbon sequestration?
- How many head of stock (i.e. DSE) can a system support?
- What are the best times of the year to utilise the system and for how long?
- What is the right balance between grazing/livestock benefits, landscape benefits (addressing landscape degradation), biodiversity benefits and carbon sequestration?



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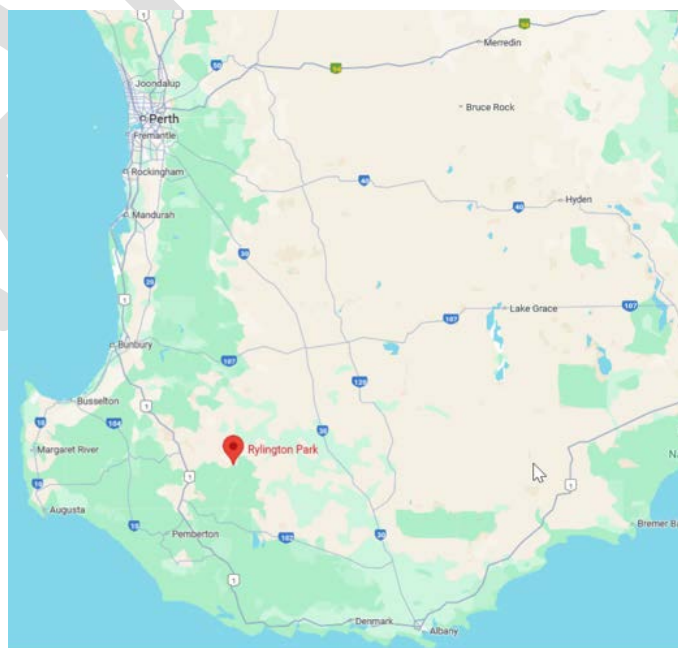
Rylington Park farm is the home of the Rylington Park Institute for Agricultural Training and Research. The 650ha farm was gifted to the Shire of Boyup Brook in 1985 by Mr Eric Farleigh with the purpose of its use to benefit the Boyup Brook community and for the use of agricultural training and research. The property is located in the South West of Western Australia and is managed by the Shire of Boyup Brook, who employ staff to manage and operate the farm, host shearing schools, undertake agricultural research and coordinate trials on the property.

Rylington Park has a [\*Memorandum of Understanding\*](#) (MOU) with Edith Cowan University (ECU). Signed on 29<sup>th</sup> October 2021, the MOU established an agreement for ECU to utilise Rylington Park for agriculture and regional development related research and allied education programs. The MOU endorses a high level, strategic relationship with ECU, which has potential to expand research and training opportunities for Rylington Park. It is intended that results of any research will be shared with farmers in Boyup Brook to the betterment of farmers and related businesses in the area. The MOU is a 20-year agreement.

The proposed project at Rylington Park will implement an innovative revegetation plan to showcase to farming communities that carbon farming (environmental plantings) and agriculture can be integrated to improve livestock health, on-farm productivity, restore nature and land condition and capture carbon.

Our proposed program incorporating a research and development framework:

- an **Integrated project** that seeks to better understand the intersection of
  1. Shade, Shelter, Fodder plantings for improved livestock productivity,
  2. carbon farming,
  3. restoration of degraded/marginal land, and
  4. biodiversity enhancement;
- a **Research** site for Shade Shelter Fodder (ongoing);
- a **Demonstration** site extending learnings and transferring knowledge to the broader farming community (ongoing).



**Figure 2:** Context map showing location of Rylington Park.

The proposed project will be underpinned by a carbon farming project registered under the Environmental Planting method with the Clean Energy Regulator.



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# OBJECTIVES

The overarching aim of the project is to validate Shade Shelter Fodder as an integrated nature-based solution that intends to generate multiple environmental, economic and community benefits. More specifically, we aim to understand and quantify the effectiveness of this system in delivering benefits including improved land condition for degraded/marginal landscapes, improved livestock management and productivity, biodiversity benefit, and carbon sequestration.

In acknowledgement of the overarching aim above, the specific project objectives are as follows:

- Visit existing (at least 10) SSF plantings across the WA Wheatbelt to assess their current status (ie survival/extent/composition/condition) and impact (ie. land repair, productivity, carbon, biodiversity benefits) via on-ground survey and explore economic and social elements (eg landholder values and drivers, management regimes and implications, return on investment) via structured discussion/interviews with landholders;
- Apply learnings from existing SSF plantings to Rylington Park, to demonstrate best practice implementation of SSF via restoration planning and design, integrated with current and planned agricultural enterprise and other land uses;
- Monitor and evaluate the performance of the Rylington Park planting and effectiveness of associated management, quantifying survival/extent/composition/condition and delivery of impact including changes to productivity, climate resilience, carbon mitigation and biodiversity;
- Validate SSF as a Nature-based Solution for mixed crop-livestock enterprises, providing critical information facilitating marginal/non-productive area uptake, a means to offset carbon emissions/increase operational sustainability, and biodiversity enhancement.
- Provide extension and knowledge transfer to producers:
  - Rylington Park plays a unique role in extension opportunities through the Rylington Park Agriculture Research and Training Institute
  - Rylington Park annual field day program offers opportunities to share learnings and engage with the trial sites
  - Production of monitoring and management guidelines to support the broader application of the SSF system



# APPROACH

The proposed project comprises three main components:

Component 1: survey and assessment of existing Shade Shelter Fodder sites across the northern, central and southern Wheatbelt;

Component 2: Planning, design and implementation of a Shade Shelter Fodder system at Rylington Park, incorporating values and needs from local stakeholders and learnings from Component 1 and building in experimental trials and adaptive management;

Component 3: Ongoing learning, extension and knowledge transfer associated with the established site at Rylington Park farm.

## **Component 1: Survey and assessment of existing SSF sites**

Assess ten WA Greening Australia project sites (established between 2012 – 2020, total area ~2,000 ha) by conducting:

- Review of Best Practice:
  - identify objectives, design/specification and intended outcomes of ecosystem benefits of biodiversity compared to other fodder shrub systems
  - collate knowledge regarding established revegetation sites and relevant fodder shrub sites (e.g. production focused single species plantings)
  - collate methods for effective assessment across all intended benefits of revegetation.
- Landholder surveys:
  - ascertain initial drivers leading to implementation of revegetation sites and factors influencing plot design
  - assess effectiveness of revegetation strategies in meeting landholder expectations including environmental, social, economic elements
  - understand risks and management considerations associated with revegetation sites and how these might influence magnitude of benefit.
- Ecological surveys: (on-ground/remote sensing/un-manned aerial vehicle) assess benefit and/or change in biodiversity condition, land degradation reversal, environmental resilience using an Accounting for Nature framework (native vegetation and/or soil methodologies) aligning with broader frameworks underpinning environmental markets (e.g. Australian Government Nature Repair Market Bill 2023), Taskforce on Nature-Related Financial Disclosure (TNFD), System of Environmental-Economic Accounting



- Ecosystem Accounting (SEEA-EA). Fauna-centric metrics may be considered
- including measuring the diversity of invertebrates and avifauna.
- Carbon sequestration (native vegetation) via on-ground and remote sensing measurements informing sequestration potential aligning with the Australian Government's Reforestation by Environmental or Mallee Plantings methodology.
- Analysing initial landholder drivers leading to farm revegetation; assessing established Greening Australia revegetation projects to ascertain intended benefits and application to whole-of-farm settings. We will determine multiple ecosystem and productivity benefits - role of biodiversity in rebuilding natural capital and reinstating resilience under increased climatic variability.

## **Component 2: Planning, design and implementation of a SSF system at Rylington Park**

A proposed Environmental planting project (Reforestation by environmental or mallee plantings FullCAM method 2024) registered with the Clean Energy Regulator is currently being explored as a means of establishing strategic native plantings across Rylington Park. Figure 3 shows indicative planting areas based on early site assessment and discussions with the Rylington Park Committee and Property Manager.

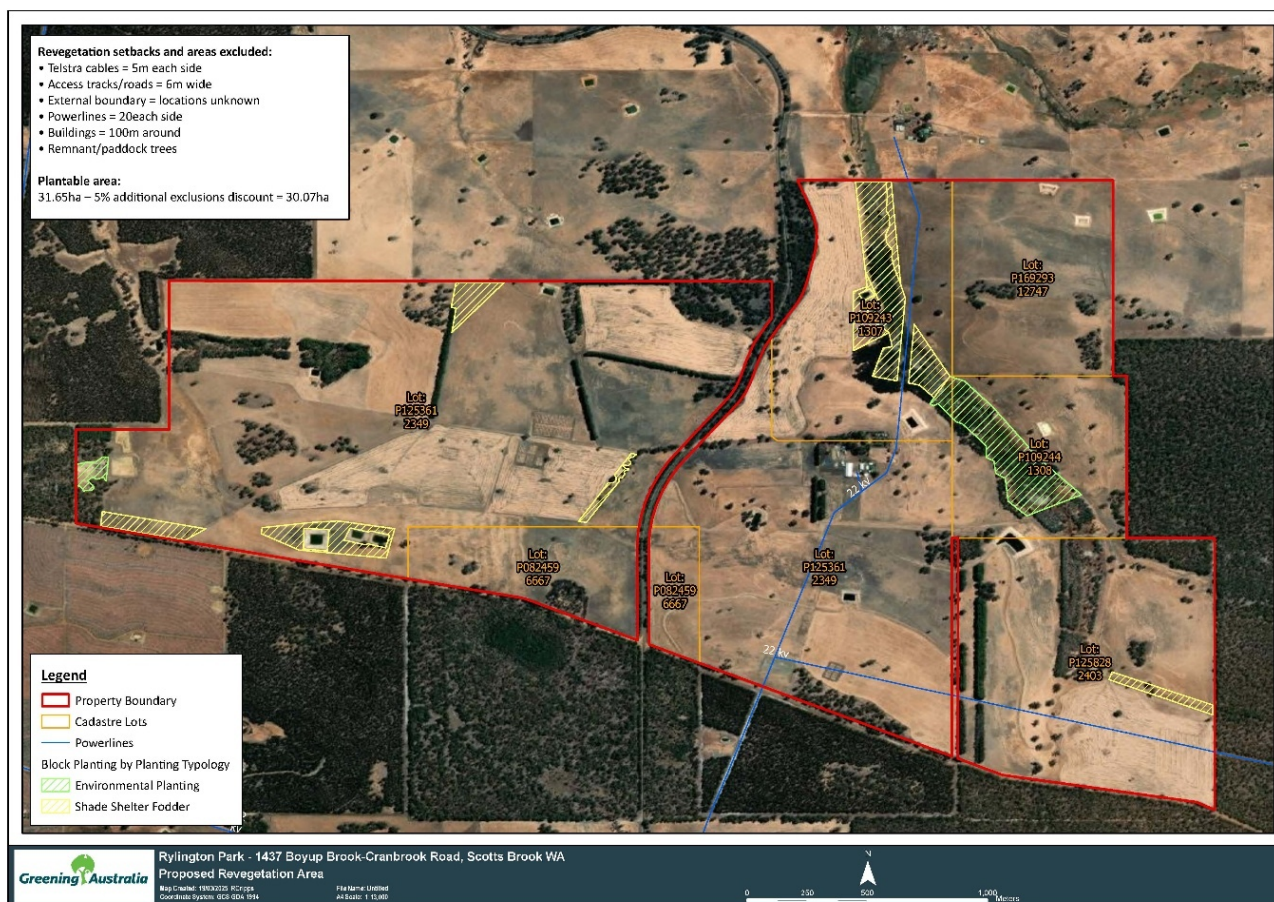
The purpose of the plantings include;

- Environmental plantings to protect the waterway. Stock will remain excluded from this area
- Environmental plantings to restore vegetation to an old unused gravel pit site amongst remnant vegetation. Stock will remain excluded from this area
- SSF plantings to grazing only paddocks where shelter and supplementary forage resource could benefit livestock performance
- SSF plantings to paddock areas experiencing inundation and increasing salinity where native vegetation can support land recovery
- SSF plantings to waterway corridor where native vegetation can protect the waterway and provide resource for livestock

The proposed project would include establishment of plantings, ongoing monitoring and support of a demonstration experimental site at Rylington Park, to implement a best practice revegetation system, embedding future experimentation and trials as guided by findings from Component







**Figure 3:** Proposed Revegetation Area at Rylington Park.

### Component 3: Ongoing learning, extension and knowledge transfer

Research and learnings from components 1 and 2 are documented and shared with the farming community.

Extension and knowledge transfer activities include;

- Annual Rylington Park Field Day event
- Development of SSF best practice guidelines for management to provide to current and future landholders with SSF systems
- Publications on the Greening Australia website





# OUTCOMES

The proposed approach for this project emphasises practical application derived from a rigorous evidence base. We seek to provide tangible information and research findings that supports the integration and uptake of an integrated farming approach that includes the SSF system on unproductive/marginal land in WA livestock and mixed crop farming operations.

The desired outcomes from each component of the project are listed below.

## **Component 1: Survey and assessment of existing SSF sites**

- Consolidation and linking of existing information regarding SSF fodder systems to demonstrate value of their establishment on otherwise unproductive land (i.e. increased resilience from perennial vegetation, protecting ewes and lambs, bridging the autumn feed gap, carbon sequestration via native vegetation and soil, improved ecological/land condition, enhanced biodiversity, improved wellbeing).
- Identifying barriers, issues and opportunities associated with landholder drivers and decision-making regarding biodiversity-based livestock-centric revegetation systems.
- Understanding of implications of management on resilience, utility and return from existing Shade Shelter Fodder sites.

## **Component 2: Planning, design and implementation of a SSF system at Rylington Park**

- Improved planning and design of SSF revegetation (and documentation thereof), guided by learnings from survey and assessment of existing SSF sites and landholders.
- Direct benefits associated with establishment of SSF at Rylington Park with a primary emphasis on land repair, habitat restoration, and improved farm productivity
- Carbon sequestration via revegetation of the project site.
- Establishment of a series of experimental installations to facilitate future research.



### Component 3: Ongoing learning, extension and knowledge transfer

- Providing the evidence base (including via direct on-ground, best practice demonstration), tools and technical support to facilitate successful uptake (including market readiness, e.g. Nature Repair), establishment and ongoing management of improving ecosystems.
  - Creation of best practice guidelines for management and monitoring of integrated farming model including SSF to optimise ongoing generation of multiple benefits.
  - Documented evidence base supporting whole-of-farm carbon and biodiversity for woolgrowers in mixed sheep/cropping enterprises.
  - Improved knowledge base for improving farm productivity for woolgrowers in mixed sheep/cropping enterprises.
  - Extension and knowledge transfer activities for local and broader rural communities.



# PROJECT TEAM

## Project Partners

Organisation	Role	Responsibility
Greening Australia	Project design and implementation	Provide 10 historic SSF sites for research and evaluation to be undertaken by ECU  Design and implement an integrated planting program at Rylington Park where the intersection of landscape restoration, livestock productivity benefits, biodiversity and carbon sequestration can be assessed and valued
Edith Cowan University	Research partner	Develop and undertake a rigorous evidence-based research and trial project that data can be collected from long term (over a 25yr permanence period), with additional support from university students' active participation
Rylington Park Agriculture Research and Training Institute & The Shire of Boyup Brook	Landowner	Host of a demonstration/research project for broader community learning on the Rylington Park property
Australian Wool Innovation (AWI)	Research funding and project partner	Funding and project partner in support of Shade Shelter Fodder research and trialling

## Capacity to Deliver

Greening Australia has been restoring landscapes across Australia for more than 40 years. Within our Impact, Origination and Operations teams we have significant experience working in the restoration sector, including technical expertise and operational systems to ensure our projects are delivered to a high standard from planning to execution. Furthermore, Greening Australia has a skilled Project Management team and system to ensure our teams remain on target with agreed schedules, deliverables, and budgets.

Greening Australia has the resources required to implement the evaluation components outlined in this proposal. In some cases, for example, bird surveying, we may seek to partner with others such as non-government organisations, research institutions or consultants to assist us with delivery. This will ensure the

monitoring is executed to the highest standard and quality but also in a cost-effective manner.

ECU is recognised as one of the 'new universities' building on the reputation of expert researchers and a high-quality research environment supported by world class laboratory facilities and technology. Research excellence is acknowledged in business and science applications including business management, strategy and policy, regional development, advanced computer technology and agritech solutions, and soil science.

### Adin Lang – Manager Commercial Development, Greening Australia



Adin is the Commercial Development Manager for Greening Australia native seed supply and services. A community-minded business management professional with significant experience across industry sectors including the environmental sector, natural resources sector, non-profit as well as local government.

Key strengths include high-level project management, contract management, account management and the ability to develop and maintain strong client and stakeholder relationships, contributing to increased company revenue and overall business outcomes.

With demonstrated capability and flexibility in senior management, coupled with the ability to motivate and develop others, his experience spans business development, project management and commercial strategy management.

### Dr Blair Parsons – Director Impact, Greening Australia



Qualifications: Bachelor of Science (Environmental and Biological Science), First Class Honours, PhD (Zoology). Accredited Expert – Accounting for Native (Native Vegetation, Birds)

Relevant Experience: Prior to his current role, Blair has assumed several leadership roles within Greening Australia including Director of Conservation (WA/NT), Science and Programs Manager – Great Southern Landscapes and General Manager Science and Design. Blair currently leads a range of initiatives within Greening Australia related to development of strategy and frameworks, valuing nature, planning and design and ecological restoration research.

Blair has substantial experience in the application of biodiversity valuation frameworks, conduct of biodiversity surveys, threatened species monitoring programmes, environmental impact assessments, biodiversity offsets, conservation planning and ecological modelling. Blair maintains strong links across a range of sectors including academia, government, industry, consultancy and natural resource management.



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## Kerry Brown - Professor, ECU



Kerry Brown is Professor of Employment and Industry in the School of Business and Law at Edith Cowan University. She is a member of the Rylington Committee of the Shire of Boyup Brook and liaison between ECU and Rylington Park Agricultural Research and Training Institute.

She is expert in industry and regional development, policy and management practice. Prof Brown has extensive experience in leading and developing large-scale industry-focused research teams and translating research findings into practical outcomes and policy initiatives. Active in industry-sponsored and industry-engaged applied research, she has been awarded numerous industry research grants particularly in policy and work organisation; engineering asset management, organisational development and strategy; public and social policy, ecosystems assessment, management and evaluation.

DRAFT



# ACTIVITY SCHEDULE

DRAFT



# DELIVERABLES

## **Component 1: Survey and assessment of existing SSF sites**

Consolidated Survey and Assessment report including:

- Review of Best Practice management and evaluation
- Data, mapping and analysis from ecological surveys
- Data and analysis from landholder surveys
- Exploration of management practices undertaken at established sites
- Case studies: industry dissemination, workshops and community forums, industry and professional publications and local media.

## **Component 2: Planning, design and implementation of a SSF system at Rylington Park**

- Restoration Plan, including best practice planning and design and incorporating learnings from Component 1;
- Whole-of-farm scale establishment of an experimental site at Rylington Park Farm.
  - Establishment of planted site – 31 ha including, 10 ha of biodiverse plantings and 21 ha of SSF plantings;
  - Experimental trials

## **Component 3: Ongoing learning, extension and knowledge transfer**

- Final report including cost-benefit analysis
- Formal guideline and Monitoring Protocol - improving degraded areas, promoting biodiversity, improving farm productivity on wool-growing properties, informed by analysis.
- Academic deliverables?? Potential PhD student completions.



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# COSTS

Costs presented in Table 1 below are proposed project contributions and are based on several factors including;

- The Shire of Boyup Brook accepting the presented Carbon Feasibility and Project Delivery Proposal
- Greening Australia's carbon funding partner accepting the proposed project at Rylington Park
- AWI accepting the above outlined research proposal
- There is a strong possibility of attracting an ECU Industry Collaboration PhD scholarship (value \$130,000) for this project if allied industry funding contributed.

**Table 1. Proposed project contributions – Overall budget**

Organisation/Partner	Activity	Total Value (\$)	Timeframe
<b>Greening Australia</b> Contribution through carbon partnership with external funder	Restoration activities (as described in Carbon Feasibility and Project Delivery Proposal)	\$284,333	Over a 4-year period
	Carbon services (as described in Carbon Feasibility and Project Delivery Proposal)	\$29,171	Over a 25yr Permanence Period
<b>ECU</b>	Research activities (staff costs as described in Table 2 below)	\$192,000	Over a 3-year period
	Researcher in-kind contributions (as described in Table 3 below)	\$412,500	Over a 3-year period
	Industry collaborative PhD scholarship	\$60,000	Over a 3-year period
	Other expenses (food, travel and accommodation)	\$21,500	Over a 3-year period
<b>AWI</b>		\$180,000	Over a 3-year period
<b>Total</b>		<b>\$xxx</b>	

**Table 2. ECU Staff costs (indicative)**

Position	Number	FTE	2025/26	2026/27	2027/28	TOTAL
ECU Research Assistant	2	0.2	\$28,000	\$28,000	\$28,000	\$84,000
ECU Research Fellow	3	0.2	\$36,000	\$36,000	\$36,000	\$108,000
<b>Total</b>						<b>\$192,000</b>

**Table 3. Researchers/Institution in-kind and cash contribution (indicative)**

In-kind contributions derived from Government guidelines according to the cooperative Research Centre Program of \$250,000 per Researcher.

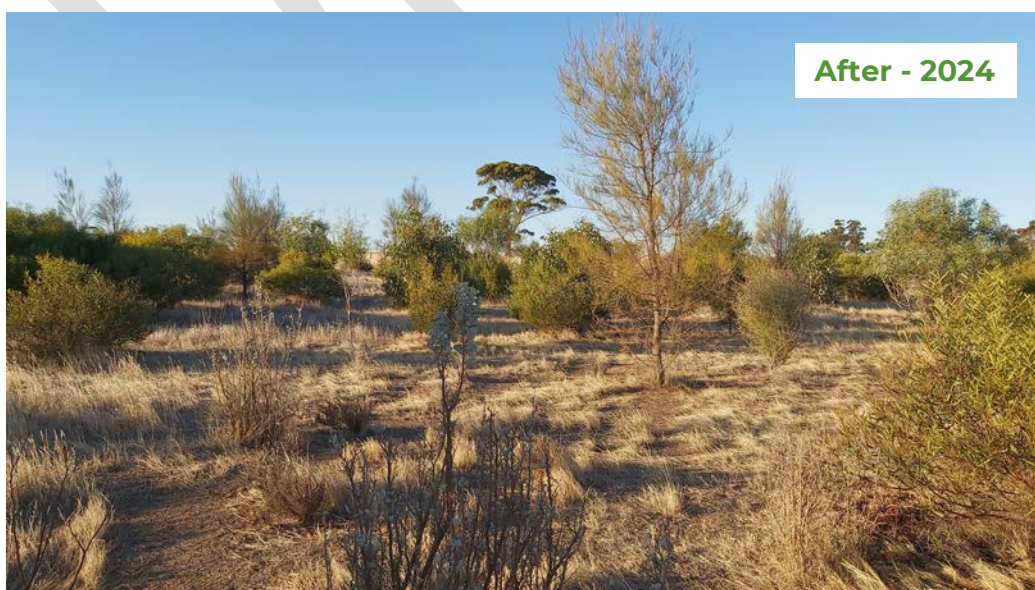
ECU In-kind Contribution	FTE	2025/26	2026/27	2027/28	TOTAL
Kerry Brown	0.1	25,000	25,000	25,000	75,000
Dave Blake	0.05	12,500	12,500	12,500	37,500
David Cook	0.1	25,000	25,000	25,000	75,000
Leisa Armstrong	0.1	25,000	25,000	25,000	75,000
Researcher (Student)	0.1	25,000	25,000	25,000	75,000
Researcher (Student)	0.1	25,000	25,000	25,000	75,000
<b>Total</b>	<b>0.55</b>	<b>137,500</b>	<b>137,500</b>	<b>137,500</b>	<b>412,500</b>



# APPENDIX A

Before and after photos of a SSF planting on Mark Patterson's property in the Shire of Kent. Initial planting occurred in 2018 and infill was undertaken in 2019. The site was a scalding 8ha area offering minimal benefit to the existing farming operation. Plantings have since stabilised the spread of salinity, returned cover to a bare and unsightly area of the paddock, provided protection against wind and water erosion and in 2023 livestock grazing was reintroduced.

"It's just brilliant because it looks good, it's definitely reclaiming the salt area, plus there's not as much wind erosion either. It's been a win-win all round." – Mark Patterson



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