



Australian Government

Department of Agriculture, Water and the Environment

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

**Part 10 Strategic Assessment**

**Section 146 Agreement**

Strategic Assessment of the impacts of actions in relation to the  
Geelong Growth Areas  
on matters protected by Part 3 of the EPBC Act.

between

**THE COMMONWEALTH MINISTER FOR THE ENVIRONMENT**

and

**CITY OF GREATER GEELONG**

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## 1. Parties

1.1 The Parties to this Agreement are:

the Commonwealth Minister for the Environment

and

City of Greater Geelong (trading as Greater Geelong City Council).

## 2. Definitions

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

2.2 In this Agreement:

**Agreement** means this strategic assessment agreement entered into between the Parties on the date the last party executes this Agreement and includes any attachments and any variations.

**Attachment** means an attachment to this Agreement.

**Business day** means a day that is not a Saturday, Sunday or public holiday in the State of Victoria.

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

- a) that if disclosed or published by the City of Greater Geelong, would constitute a prohibited or unauthorised disclosure or publication under any Victorian written law;
- b) that if disclosed or published by the Commonwealth, would constitute a prohibited or unauthorised disclosure or publication under any Commonwealth written law;
- c) that if disclosed or published would:
  - i. be reasonably anticipated to give rise to any legal or equitable claim or liability; or
  - ii. constitute a waiver of privilege in the absence of consent of the Party possessing that privilege;
- d) that is confidential in nature, personal Information or likely to be considered sensitive by an Aboriginal group in circumstances where authorisation or consent to disclose or publish such Information has not been obtained; or

- e) is environmentally sensitive Information which, if published or published in a particular manner, may increase a risk of damage to the protected matters to which the Information relates.

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

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

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

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

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

- a) the development of the Plan and other documents; and
- b) the assessment of the Impacts of the Plan.

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

**Parties** means the Parties to this Agreement as set out in clause 1.1.

**Plan** means the 'policy, plan or program' to be prepared by the City of Greater Geelong in respect of which the Strategic Assessment Report and Supplementary Report will relate.

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

**Relevant protected matter** means the protected matters that may be impacted directly, indirectly and/or cumulatively by actions proposed to be taken under the Plan.

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

**Strategic Assessment Area** means all land within the boundary, as shown in the map at **Attachment 1**.

**Strategic Assessment Report** means the report describing and assessing the Impacts of actions under the Plan on protected matters, as contemplated by section 146(2)(a) of the EPBC Act, and prepared under clause 4 and 5 of this Agreement.

**Supplementary Report** means a report, provided for in clause 5.10, which includes:

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

**Terms of Reference** means the Terms of Reference for the Strategic Assessment Report prepared under clause 4 of this Agreement.

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

### **3. Background**

- 3.1 Section 146(1) of the EPBC Act allows the Minister to agree in writing with a person responsible for the adoption or implementation of a policy, plan or program that an assessment be made of the Impacts of actions under the policy, plan or program on relevant protected matters.
- 3.2 The Parties acknowledge that the Strategic Assessment Area has significant environmental values that must be considered alongside the economic and social benefits of development in the regions.
- 3.3 The Strategic Assessment is a step toward endorsement of the Plan and approval of actions under the Plan which, if endorsed and approved, will enable economic development and environmental protection for approximately the next 30 years or as long as is required to complete delivery and ensure environmental outcomes are met. It will support the consideration of future land uses and opportunities in an open and transparent manner and provide greater certainty to stakeholders.
- 3.4 The Environment Department will prepare draft and final Terms of Reference for the preparation of a Strategic Assessment Report.
- 3.5 The City of Greater Geelong will prepare a draft and final Strategic Assessment Report with respect to the Impacts of actions taken under the Plan on Protected matters.
- 3.6 After considering the final Strategic Assessment Report, the Minister may decide to endorse the final Plan if the Minister is satisfied that the report adequately addresses the Impacts to which this Agreement relates and that any recommended modifications to the draft Plan, or modifications having the same effect, have been made by the City of Greater Geelong.
- 3.7 The Parties acknowledge that endorsement of the Plan itself does not constitute any approval under the EPBC Act for the taking of actions for which approval is required under the EPBC Act.

- 3.8 If the Minister decides to endorse the final Plan, the Minister may then, under section 146B(1) of the EPBC Act, decide to approve the taking of an action, or class of actions, in accordance with the endorsed Plan.
- 3.9 The Plan will aim to provide opportunities for the sustainable development of the Strategic Assessment Area including supporting infrastructure outside the growth areas by the City of Greater Geelong or by other persons in accordance with any approval by the Minister. Development may include, but is not limited to, residential, commercial and industrial land use areas, community and open space areas and associated infrastructure including roads and drainage.
- 3.10 The parties will at all times use their best endeavours to progress the assessment of the Strategic Assessment Report and Plan in a timely manner.
- 3.11 For the removal of doubt, the statements in this clause are intended to be statements of information only and do not form part of the operative terms of this Agreement.
- 3.12 The role of the Environment Department in the Strategic Assessment is to:
- a) Administer Part 10 of the EPBC Act and provide advice to the Minister.
  - b) Provide clear and consistent regulatory advice and guidance to the City of Greater Geelong.
- 3.13 The role of the City of Greater Geelong in the Strategic Assessment is to:
- a) Design and prepare a Plan that meets: the needs of the local community and stakeholders; relevant State regulatory requirements; the requirements of this agreement; and the requirements of Part 10 of the EPBC Act.
  - b) Prepare a Strategic Assessment Report that meets the requirements of the EPBC Act, including this agreement and the Terms of Reference.
- 3.14 In working together on the Strategic Assessment, the Parties agree to use best endeavours to:
- a) Communicate early, openly and effectively with each other.
  - b) Be responsive to requests for information.
  - c) Meet agreed timeline for the Strategic Assessment.
  - d) Provide sufficient resources to support the assessment according to agreed timelines.
  - e) Keep a record of decisions made throughout the Strategic Assessment to assist in maintaining an efficient process.

- f) In the case there is staff turnover, ensure there is appropriate handover of information (including previous decisions that have been made) to ensure continuity of the project.

#### **4. Terms of Reference for the Strategic Assessment Report**

- 4.1 Pursuant to section 146(1B)(b) of the EPBC Act, the Parties agree that a draft Terms of Reference for a Strategic Assessment Report on the Impacts to which this Agreement relates will be prepared and made available for public comment.
- 4.2 The Environment Department must prepare the draft Terms of Reference and provide to the City of Greater Geelong for consideration.
- 4.3 The Environment Department must publish the draft Terms of Reference for public comment. The Environment Department must ensure that a notice of the draft Terms of Reference:
  - a) is posted on the Environment Department website;
  - b) is published in a national newspaper and a state daily newspaper circulating in Victoria;
  - c) mentions:
    - i. that the draft Terms of Reference are available for public comment;
    - ii. the provision of the EPBC Act that requires the draft Terms of Reference for the Strategic Assessment Report to be published (i.e. section 146(1B)(b)(ii));
    - iii. where and how copies may be obtained in an electronic and hard copy form without charge or at a reasonable cost;
    - iv. contact details for obtaining further information, including reasonable access for persons with special needs; and
  - d) invites public comment on the draft Terms of Reference for a period specified by the Minister. The specified period must be at least 28 days and must be included in the notice.
- 4.4 The City of Greater Geelong must publish the notice referred to in clause 4.3 and draft Terms of Reference on the City of Greater Geelong website. The City of Greater Geelong must also ensure hardcopies are available at a suitable location within the City of Greater Geelong without charge or at a reasonable cost.
- 4.5 The Parties may separately notify any person of the notice in clause 4.3 and of the availability of the draft Terms of Reference.
- 4.6 Following consideration by the Minister of the public comments (if any) on the draft Terms of Reference and consultation with the City of Greater

Geelong in relation to any changes arising from the public comments, the Environment Department will finalise the Terms of Reference to the satisfaction of the Minister.

4.7 The Environment Department will notify the City of Greater Geelong once the Terms of Reference have been finalised.

4.8 The finalised Terms of Reference will be published on the City of Greater Geelong website and the Environment Department website until such time as the Plan is endorsed by the Minister, or the agreement is terminated.

## **5. Preparation of the Strategic Assessment Report and Plan**

5.1 The Parties agree that the City of Greater Geelong will develop a Plan that will seek to conserve relevant Protected matters.

5.2 In accordance with this Agreement and the finalised Terms of Reference, the City of Greater Geelong must prepare a draft Strategic Assessment Report that provides an assessment of the Impacts of the actions of the Plan to which this Agreement relates.

5.3 The City of Greater Geelong will provide the draft Strategic Assessment Report and draft Plan to the Environment Department for comment.

5.4 The Environment Department will provide comments on the draft Plan and draft Strategic Assessment Report, including comments on whether the Environment Department considers the draft Strategic Assessment Report adequately addresses the Impacts to which this Agreement relates on Protected matters, including the suitability of proposed avoidance, mitigation and offset measures.

5.5 The City of Greater Geelong will amend the draft Plan and draft Strategic Assessment Report to incorporate the Environment Department's comments. The updated draft Plan and draft Strategic Assessment Report will be provided to the Environment Department accompanied by a document that demonstrates how any comments from the Environment Department have been addressed.

5.6 Following completion of the process set out in clauses 5.2-5.5 of this Agreement, notice must be given by the City of Greater Geelong to invite public comment on the draft Strategic Assessment Report and draft Plan. This must include, at a minimum, that the notice:

- a) is posted on the City of Greater Geelong website.
- b) is published in a national newspaper and a state daily newspaper circulating in Victoria;
- c) mentions:

- i. that the draft Strategic Assessment Report and draft Plan are available for public comment;
    - ii. where and how copies may be obtained in an electronic and hard copy form without charge or at a reasonable cost;
    - iii. contact details for obtaining further information, including reasonable access for persons with special needs;
    - iv. the address to which public comments should be provided; and
  - d) invites public comment for a period specified by the Minister. The specified period must be at least 28 days and included in the notice.
- 5.7 The Parties may separately notify any person, of the notice under clause 5.6 and of the availability of the draft Strategic Assessment Report and draft Plan.
- 5.8 The Parties will make the draft Strategic Assessment Report and draft Plan available electronically on the Environment Department and the City of Greater Geelong websites.
- 5.9 If, following consideration of any public comments received, either of the Parties is of the view that significant amendments (i.e. material and substantial amendments)) to the draft Plan or draft Strategic Assessment Report are required, either of the Parties may elect to re-advertise the draft Plan and draft Strategic Assessment Report. Clauses 5.6, 5.7 and 5.8 will apply to the re-advertised documents.
- 5.10 Following consideration of any public comments received (if any), the City of Greater Geelong will prepare, and then submit to the Environment Department for further comment:
- a) a copy of all public comments;
  - b) a revised draft Strategic Assessment Report that takes into account the public comments received (if any);
  - c) a revised draft Plan that takes into account the public comments received (if any); and
  - d) a Supplementary Report which demonstrates how all public comments have been addressed through revisions to the draft Strategic Assessment Report or Plan (if required).
- 5.11 Further comments may be provided by the Environment Department and may include recommended modifications to the drafts.
- e) The City of Greater Geelong will address any comments from the Environment Department and amend accordingly the Plan, Strategic Assessment Report, and the Supplementary Report. The finalised documents will be submitted to the Environment Department

accompanied by a document that demonstrates how any comments from the Environment Department have been addressed.

## **6. Consideration of the Strategic Assessment Report and the Plan**

6.1 Following receipt of the proposed final Strategic Assessment Report, the proposed final Plan and Supplementary Report in accordance with clause 5.12 of this Agreement, the Minister may make recommendations to the City of Greater Geelong about the proposed final Plan (including recommendations for the modification of the Plan).

6.2 The Minister may request any additional Information they consider necessary in order to consider whether the Strategic Assessment Report adequately addresses the Impacts to which this Agreement relates.

6.3 If the Minister makes recommendations about the Plan, the City of Greater Geelong may:

- a) seek clarification from the Minister on the recommendations;
- b) modify the Plan to give effect to the Minister's recommendations; or
- c) modify the Plan in a manner that has the same effect as the Minister's recommendations.

6.4 If the City of Greater Geelong modifies the Plan in response to the Minister's recommendations, the City of Greater Geelong must submit to the Minister for consideration:

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

6.5 Following receipt of the modified Plan, the Minister may request any additional Information they consider necessary in order to consider whether the Impacts of actions under the Plan on protected matters have been adequately addressed.

## **7. Endorsement of the Plan**

7.1 The Minister may endorse the Plan if satisfied that:

- a) the Strategic Assessment Report adequately addresses the Impacts to which this Agreement relates; and
- b) either the recommended modifications to the Plan, or modifications having the same effect, have been made.

7.2 In considering whether to endorse the Plan, the Minister will have regard to the criteria for endorsement of the Plan at Attachment 2.

7.3 If the Plan is endorsed by the Minister, the City of Greater Geelong and the Environment Department must make the Strategic Assessment Report, Plan and (if relevant) Supplementary Report, publicly available electronically through the Environment Department's website and the City of Greater Geelong's website for the life of the Plan.

## **8. Approval of actions**

8.1 The Parties acknowledge that, under section 146B of the EPBC Act, the Minister may approve the taking of an action, or class of actions, in accordance with the endorsed Plan. The effect of this approval decision is that any actions or class of actions approved under section 146B would not need further approval by the Minister under the EPBC Act if taken in accordance with the endorsed Plan and any conditions attached to the Part 10 approval.

8.2 The Parties agree that the person responsible for implementing the Plan will be named the approval holder (or holders) for any approval of actions, or classes of actions, granted under section 146B of the EPBC Act, noting that any approval may, by reference to the Plan, permit persons other than the approval holder to undertake actions in accordance with the Plan.

8.3 If the Minister decides to approve the taking of an action, or class of actions, in accordance with the Plan, the Minister will:

- a) provide a copy of draft conditions of approval to the City of Greater Geelong for comment prior to finalising the conditions;
- b) where appropriate, seek to ensure that conditions are outcomes based; and
- c) where appropriate, identify in the condition an appropriate entity with responsibility for the condition.

8.4 The Parties will make any approval and conditions publicly available through their websites for the life of the Plan.

## **9. Environmental information management**

9.1 The Parties agree to work cooperatively and share Information, to the fullest extent practical, to avoid duplication of work in undertaking the Strategic Assessment pursuant to this Agreement.

9.2 The Parties commit to the following open access objectives with respect to Disclosable Information:

- a) Information is accessible and reusable by the community, business, government and other stakeholders.

- b) Information is published under an open licence (preferably Creative Commons licence), and available in the public domain.
  - c) Information is published and described in a way that maximises discovery and reuse, preferably online, and in open formats.
  - d) Information is published at the highest resolution and accuracy available.
  - e) Information is released electronically at no cost to users or, if other formats are required, at minimal cost.
- 9.3 Nothing in this Agreement derogates from any legal obligation on the part of the Parties or their respective officers in respect of disclosure of Information generally or the exercise of any legal right or privilege of the Parties in respect of disclosure of Information as between the Parties, but otherwise the Parties will not disclose information other than Disclosable Information.
- 9.4 The exchange of or submission to the other Party of Information will be subject to appropriate agreed Information management practices and protocols.
- 9.5 The Parties agree to develop and maintain a data management plan to record the key pieces of data and Information generated for the Strategic Assessment.

## **10. Governance arrangements and dispute resolution**

- 10.1 The Parties will establish an agreed timeline for the Strategic Assessment in a cooperative, timely and efficient manner. This will include agreement in relation to the key steps in the process, responsibility for each step, and the timing of each step. The timeline will be monitored and managed in an ongoing way throughout the Strategic Assessment by both Parties. Where changes to the timeline are deemed necessary by one of the Parties, the timeline will be revised in a cooperative, timely and efficient manner with the agreement of both Parties.
- 10.2 The Parties agree to use reasonable efforts to resolve by negotiation any problem that arises between them while carrying out this Agreement (Dispute).
- 10.3 A Party will not terminate this Agreement as a result of a Dispute until the following process has been exhausted:
- a) If there is a Dispute between the Parties concerning this Agreement, either Party may give written notice of the Dispute to the other party which will state that it is a notice under this clause and will specify the details of the Dispute concerned.

- b) Management representatives being Executive Level 2 or equivalent, of each of the Parties will endeavour in good faith to agree upon a resolution of the Dispute.
- c) Should management representatives fail to reach a resolution within 10 business days of receipt of a notice of Dispute (or another timeframe agreed in writing between the Parties), the Dispute will be taken to Senior Executive Service (SES) or equivalent representatives of each of the Parties.
- d) SES representatives will endeavour in good faith to agree upon a resolution of the Dispute.
- e) Should the SES representatives fail to resolve the dispute within 10 business days (or other time frame agreed in writing between the Parties), the Dispute will be taken to the:
  - i. relevant Deputy Secretary of the Environment Department, and
  - ii. relevant Chief Executive Officer.who will endeavour to reach agreement regarding the Dispute.

## **11. Variation**

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

11.2 Any variation to this Agreement shall be published on the City of Greater Geelong and Environment Department websites.

## **12. Termination**

12.1 This Agreement may be terminated at any time by written notice from either Party, except where the termination relates to a dispute and the procedure at clause 10.2 has not been followed.

12.2 Termination:

- a) will take effect 45 business days from the date of service of notice unless the Parties agree to waive this period in writing; and
- b) may be withdrawn during the 45 business day period with the agreement of the Parties.

## **13. General**

13.1 Any notice given by a party under this Agreement must be in writing and hand delivered or sent by pre-paid post or email to the appropriate representative at the specified address.

13.2 The appropriate representative for each Party is:

- a) Director Planning, Design & Development, City of Greater Geelong (PO Box 104, Geelong, Victoria, 3220), GarethSmith@geelongcity.vic.gov.au
- b) Assistant Secretary of the Branch managing the Strategic Assessment within the Department of Agriculture, Water and the Environment (currently Assistant Secretary, Environment Assessments (Vic Tas) and Post Approvals Branch, Environment Approval Division, GPO Box 858 Canberra ACT 2601), kim.farrant@awe.gov.au

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

**SIGNED** for the **Environment Minister** by  
her delegate.

MICHAEL SMITH

Delegate for the Environment Minister

Alexander Curtis

Name of Witness



Signature

acurtis

Signature of Witness

27/01/2022

Date

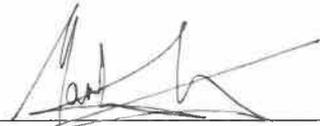
**SIGNED** by the **City of Greater Geelong**,  
represented by:

Martin Cutter

Chief Executive Officer

Adelle Giles

Name of Witness



Signature



Signature of Witness

**ATTACHMENT 1: INDICATIVE MAP OF STRATEGIC ASSESSMENT AREA**



## **Attachment 2 – Endorsement criteria (Clause 7.2)**

### **General**

- 1) The Plan must:
  - a) describe how the Plan is to operate;
  - b) use plain English and be written in a way that assists readers who do not have background in or detailed knowledge of the requirements of Part 10 of the EPBC Act;
  - c) provide clarity about legal responsibilities affected by the Plan following endorsement and approval;
  - d) incorporate an agreed outcomes framework that uses a consistent hierarchy and language to clearly specify what the Plan (and any supporting documents) will deliver for protected matters. For the purposes of this Agreement and the Terms of Reference (noting that a different framework may be used for the Plan) these include:
    - i) ‘outcomes’ which represent the highest level of what the Plan will deliver for protected matters, commitments, and measures’
    - ii) ‘commitments’ which represent what the approval holder (or holders) will do over the life of the Plan to deliver the outcomes
    - iii) ‘measures’ which represent the specific activities that the approval holder (or holders) will undertake to meet the commitments
  - e) should allow for flexibility and adaptive management with respect to matters of development and conservation to deal with changes over the timeframe of the approval. This flexibility may be in relation to:
    - i) spatial matters and where approved actions may be undertaken;
    - ii) conservation measures, including which areas of land may be used to meet the approval holder’s conservation commitments and how developments in scientific information will be incorporated by the approval holder into the conservation measures; and
    - iii) how the City of Greater Geelong will administer and implement the Plan in the future in conjunction with existing Local Government mechanisms which may change over time; and
  - f) be clear about what aspects of the Plan cannot be altered.

## Scope

### 2) The Plan must:

- a) Provide an approval holder (or holders);
- b) Describe the role and responsibilities of the approval holder (or holders) and the Commonwealth;
- c) Define the action or class of actions that are included in the Plan;
- d) Define persons who can take an action under the Plan;
- e) Define the timeframe of the Plan;
- f) Define the spatial area of the strategic assessment;
- g) Define the class of action boundaries;
- h) Describe the funding arrangements for implementation; and
- i) Define matters excluded from the scope of the Plan, including but not limited to:
  - i) actions that have already been found not to be controlled actions under section 75(1) of the EPBC Act;
  - ii) actions that have already been approved under section 133(1) of the EPBC Act; and
  - iii) actions not assessed or specifically excluded from the Plan.

## Environmental management

### 3) The Plan must:

- a) Identify the Protected matters that are relevant to the Plan (**relevant protected matters**);
- b) Summarise the expected duration, extent and likely severity of the Impacts to which this Agreement relates;
- c) Describe how the Impacts to which this Agreement relates will be avoided or mitigated and may refer to enhancement or management activities relating to these Protected Matters;
- d) provide for appropriate offsets in accordance with the principles of the *EPBC Act Environment Offsets Policy*<sup>1</sup>, in the event that impacts to protected matters cannot be fully avoided or mitigated;

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<sup>1</sup> As amended from time to time, or any other Commonwealth policy that relates to offsets that replaces this policy

- e) define clear and measurable outcomes and commitments for the achievement of administrative and regulatory efficiencies, including specific, measurable, achievable, relevant and timely performance indicators to demonstrate progress towards achieving these outcomes and commitments;
- f) define clear and measurable outcomes and commitments for the management and conservation of protected matters that are relevant to the Plan, including specific, measurable, achievable, relevant and timely performance indicators to demonstrate progress towards achieving these outcomes and commitments.

### **Implementation**

- 4) The Plan must include at a minimum, a commitment to develop and outline:
  - a) an assurance and implementation plan that includes the best practice monitoring programs, regular review, public reporting and independent auditing processes proposed to:
    - i) ensure outcomes, commitments and measures for protected matters contained in the Plan are, documented, delivered and adequately resourced throughout the life of the Plan.
    - ii) ensure the results of monitoring will be used to understand the effectiveness of outcomes, commitments and measures for protected matters and improve implementation, in particular, to adapt where monitoring demonstrates delivery of the commitments and measures are not leading to the predicted outcomes or where there are risks to protected matters.
    - iii) ensure new information relating to protected matters, including legislative changes, may be assessed and accounted for in implementation of the Plan.
    - iv) provide mechanisms that track persons who are relying on a strategic assessment approval to take an action and ensure persons undertaking actions are informed of their obligations under the endorsed Plan and approval.
    - v) detail all governance arrangements including the roles and responsibilities of the Parties and the named approval holder (or holders), including in the post approval phase, for the implementation of the Plan and Part 10 approval.
    - vi) describe how the named approval holder (or holders) will demonstrate and adaptively manage the effectiveness of proposed regulatory, administrative and protected matter outcomes.
    - vii) ensure compliance with the Plan will be monitored and non-compliance will be reported.
    - viii) provide for a 5-yearly assurance review and report.
  - b) governance processes to ensure that all activities are undertaken in accordance with the Plan;

- c) outcomes and commitments for regulatory and administrative efficiencies including for governments and third-party developers
  - d) a conservation plan which implements the 'avoidance, mitigation, offset' hierarchy approach;
  - e) a process for data management and sharing of data; and
  - f) a process for stakeholder engagement (including with the Commonwealth).
- 5) The information provided for these commitments should be of sufficient detail to enable an assessment of the suitability and effectiveness of the proposed approach.