

# BushBank private land restoration and protection

Open call to market to select a delivery partner



**Invitation Title:** Open call to market to select a delivery partner to implement the private land component of the BushBank program

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**Respond to:** DELWP BushBank program manager  
via email [bushbank.program@delwp.vic.gov.au](mailto:bushbank.program@delwp.vic.gov.au)



## Acknowledgements

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## Photo credit

Penny Croucamp, DELWP

### Acknowledgment

We acknowledge and respect Victorian Traditional Owners as the original custodians of Victoria's land and waters, their unique ability to care for Country and deep spiritual connection to it. We honour Elders past and present whose knowledge and wisdom has ensured the continuation of culture and traditional practices.

We are committed to genuinely partner, and meaningfully engage, with Victoria's Traditional Owners and Aboriginal communities to support the protection of Country, the maintenance of spiritual and cultural practices and their broader aspirations in the 21st century and beyond.



The term 'First Peoples' is used in this document to recognise the connections to Country and culture held by the Aboriginal people, respectfully acknowledging the diverse preferences held by Aboriginal people for other terms as outlined in the language statement identified in: "To be heard and for the words to have actions" – Traditional Owners voice: improving government relationships and supporting strong foundations.

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## Definitions

**Applicant** means a potential delivery partner responding to this invitation for expression of interest and includes sole applicants and those that are part of a partnership.

**Delivery partner** means a successful applicant (that may be a partnership) who is appointed to deliver a project in one or more landscape areas.

**Ecological Vegetation Class** (EVC) is the standard unit for classifying vegetation types in Victoria. EVCs are described through a combination of floristics, lifeforms and ecological characteristics, and through an inferred fidelity to particular environmental attributes. Each EVC includes a collection of floristic communities that occur across a biogeographic range, and although differing in species, have similar habitat and ecological processes operating.

**Extent** is the area of land to be restored, measured in hectares.

**Fit and Proper Person** is someone who (or in the case of a corporation has directors who):

- has not broken environmental or occupational health and safety legislation
- has good character references which indicate the delivery partner is honest and acts with integrity
- has the ability to undertake or project manage the work required
- has not been convicted of an offence involving fraud or dishonesty
- has not been an undischarged bankrupt, or for a corporation, has not been the subject of a winding-up order or had a controller or administrator appointed to manage it over the previous three years, and
- has demonstrated their financial capacity to comply with the obligations of the proposed project.

**Force majeure** means any event or combination of events which is beyond the control of the delivery partner, causes failure or delay in performance and which could not have been prevented or overcome by the delivery partner acting in accordance with Good Industry Practice.

**Landscape area** is a spatially explicit, logical geographical region, defined as narrowly as possible, where a project (or a portion of a project) will be implemented by the delivery partner.

**Native vegetation** means plants that are indigenous to Victoria, including trees, shrubs, herbs and grasses. In the BushBank program the aim is to restore native vegetation to the bioregional EVC with consideration of future climate-ready provenances.

**Native vegetation restoration plan** means a plan that steps out the site-specific ecological restoration activities for a site, including site preparation works, planting technique(s) (e.g. direct seeding or tube stock) and timing, species selection, planned planting densities and survival targets, threat management, monitoring and evaluation.

**Patch** means a contiguous area of land within a site proposed for restoration and/or protection.

**Project** means the project that the applicant proposes to deliver for the program. A project will typically involve restoration of multiple sites within one or more landscape areas.

**Restoration** includes all the following activities:

- Revegetation, through planting or direct seeding of land containing no native vegetation
- Supplementary planting in gaps where there is no or limited chance of natural regeneration within areas of degraded native vegetation
- Assisted regeneration where areas are actively managed to facilitate regeneration including through stock exclusion, herbivory control, and pest and weed management, but with no or very limited planned planting.

**Site** means a property proposed for restoration that is owned by one landowner. There may be more than one patch on a site.

**Restoration establishment** means that all survival targets specified in the native vegetation restoration plan are met. This cannot be assessed until two summer seasons after planting have passed (e.g. planting completed in Spring 2027, the earliest establishment can be assessed is following the 2028 summer). For this program it is expected that restoration will be established between 7 and 10 years after on-ground works begin on a site.

## Structure of this document

**Part 1:** Introduction – provides an overview of the BushBank program, details the opportunity to which this invitation applies, summarises how the private land component will be delivered including a description of the roles and responsibilities of all parties. It also sets out the objectives for the private land component of the BushBank program and describes how carbon within the restored vegetation will be accounted for.

**Part 2:** Program specifications – sets the rules for the private land component of the BushBank program.

**Part 3:** Expression of interest – sets out the purpose, eligibility, assessment and conditions of the EOI.

**Part 4:** After the EOI – sets out the process to prepare Project Implementation Plans and enter into a funding agreement to implement a project.

# 1. Introduction

The *Nature restoration for carbon storage – BushBank program* is part of the 2020-21 Victorian State Budget announcement of a 16-year, \$92.3 million initiative - *Growing jobs in land restoration and carbon storage*. The Victorian Government is taking strong and lasting action to reduce Victoria's emissions to net zero by 2050. It is also investing to reverse the decline in Victoria's natural environment.

The BushBank program will contribute to:

- revegetation and permanent protection targets within *Protecting Victoria's Environment - Biodiversity 2037*, Victoria's plan to stop the decline of native plants and animals and improve the natural environment.
- the Victorian Government's goal of net zero emissions by 2050, as an action listed in the *Land Use, Land Use Change and Forestry (LULUCF) sector emissions reduction pledge*.

The BushBank program is managed by the Department of Environment, Land, Water and Planning (DELWP) and includes a component focussed on public land, a component for First Peoples and a component to restore and protect private land (the subject of this invitation). Further information on the broader BushBank program is available at <https://www.environment.vic.gov.au/bushbank>.

## 1.1 The Opportunity

The Victorian Government supports the restoration of native vegetation on private land that improves habitat for biodiversity and increases carbon sequestration and welcomes interest in the Private land component of the BushBank Program (the **Program**).

Up to \$30.9 million has been allocated to the Program and these funds seek to:

- leverage private investment including from carbon markets to deliver 20,000 hectares or more of restored and protected habitat on private land
- create jobs and support a growth in restoration industries including seed and nursery suppliers.

To achieve value for money restoration that delivers maximum benefits for biodiversity and maximum carbon sequestration, the Program preferences:

- proposals that deliver at least 20,000 hectares of restored land or proposals that deliver significant progress towards this target by leveraging significant co-funding
- restoration within moderate to very high category in the *Target areas map* (see Figure 2).

DELWP is seeking to deliver the Program in partnership with other organisations who will be identified and selected via a two-staged process:

- Stage 1: Expression of Interest to shortlist applicant(s) to progress to Stage 2
- Stage 2: Developing a Project Implementation Plan with DELWP and Trust for Nature, followed by the signing of a funding agreement and memorandum of understanding to implement the project.

## 1.2 Program objectives

Six objectives guide the Program. They reflect the Victorian government's desire to deliver real on-ground restoration outcomes that improve biodiversity *and* increase carbon sequestration across Victoria. They also reflect a desire to help build capacity within the Victorian restoration sector to access opportunities for co-funding, including through the carbon market. Objectives 1 and 2 are equally important objectives for the private land component overall, noting that individual landscape areas and sites may bring stronger biodiversity or carbon benefits

1. Successfully restore and permanently protect native vegetation for biodiversity and ecosystem function at scale, within target landscapes.
2. Increase vegetation-based carbon sequestration and storage that is included in Victoria's emissions inventory.

3. Amplify biodiversity, carbon and economic outcomes by encouraging co-investment, including from carbon markets, private and philanthropic sources.
4. Build on existing restoration sector expertise and local landowner networks and encourage collaboration within the restoration and conservation sector.
5. Provide economic benefits through diversified income streams for landowners and new employment opportunities in the restoration and conservation sector.
6. Enable the involvement of First Peoples and local community groups.

#### 1.2.1 Success will

- increase the extent and connectivity of native vegetation that improves habitat for biodiversity, especially threatened species
- increase carbon sequestration
- attract co-funding
- support and create regional natural resource management jobs
- provide private landowners with diversified income in recognition of their commitment to restore and protect their land
- realise benefits for First Peoples and local community groups.

### 1.3 Project implementation

DELWP is implementing a new model of working with partners that can leverage government investment to deliver large, landscape-scale restoration. Landscape scale restoration refers to revegetating and restoring habitat which is diverse in composition and incorporates landscape-level processes that enable the flow of materials, energy and genetics. BushBank seeks to improve connectivity across the landscape, building on and linking existing remnant vegetation by creating corridors or steppingstones for species to move across.

Projects will be designed to efficiently achieve tangible outcomes for biodiversity and carbon. This will be done through applying minimum standards and specifications as detailed in section 2 of this document.

**Table 1: Summary of parties and their roles in the BushBank private land project implementation**

Party	Role
DELWP	Lead organisation that establishes a three-party Memorandum of Understanding between DELWP, Trust for Nature and the delivery partner. Establishes funding agreements with Trust for Nature and the delivery partner. Provides oversight of Program delivery and milestone payments; reporting to the Minister; approve sites for restoration.
Trust for Nature	Hold funding monies in trust and pay parties once authorised by DELWP; provide advice on site covenant suitability; participate in site assessments; prepare and sign conservation covenant and covenant management plan; landowner stewardship; report to DELWP.
Delivery Partner	Ensure co-funding is secured, recruit landowners, organise and undertake site assessments; prepare native vegetation restoration plans; prepare and sign landowner restoration agreements and any carbon agreements; deliver restoration activities with landowners; ensure restoration is successful, including conducting compliance monitoring of landowners, report to DELWP.
Landowner	Attend site visit and inform the native vegetation restoration plan, sign restoration agreement with delivery partner and conservation covenant with Trust for Nature; undertake works as agreed; manage and look after restored land in perpetuity.

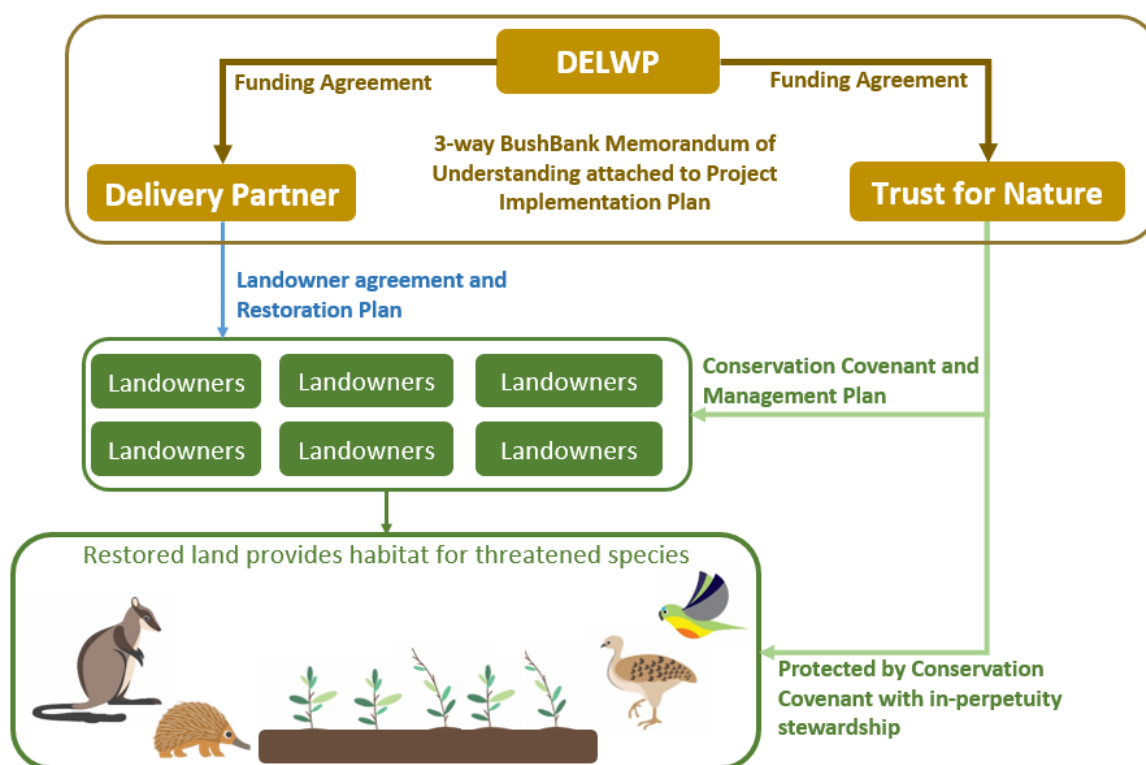


Figure 1: Schematic representation of BushBank private land program implementation

### 1.3.1 DELWP role

DELWP is responsible for the design, delivery, oversight, and reporting on the entire BushBank program. DELWP partnered with Trust for Nature to co-design, in consultation with key stakeholders, the mechanism to deliver, and the specifications for, the private land restoration and protection component of BushBank. DELWP will:

- enter into a Funding Agreement with the delivery partner
- enter into a Funding Agreement with Trust for Nature
- enter into a three-party Memorandum of Understanding with delivery partners and Trust for Nature
- monitor progress of delivery, including compliance audits of the delivery partner
- authorise milestone payments and take any required corrective actions, including any project variations
- report on program outcomes.

### 1.3.2 Trust for Nature role

Trust for Nature (Victoria) is a body corporate established under section 2 of the *Victorian Conservation Trust Act 1972* and has a long track record in private land conservation. DELWP partnered with Trust for Nature due to its experience and established statutory role.

A Probit Plan is in place to address and manage any actual, potential, or perceived conflicts of interest arising from Trust for Nature participating in the program design. This plan allows for Trust for Nature to be a non-lead partner applicant to this program; meaning it may not apply as a sole applicant or as a lead partner applicant. Land owned by the Trust is also ineligible for funding. An internal ethical screen is in place at Trust for Nature to ensure staff involved in the design are separate from staff who may be involved in application(s). Trust for Nature will not participate in the EOI assessment process.

During project delivery Trust for Nature will be responsible for establishing conservation covenants to protect restored sites, and will:

- enter into a Funding Agreement with DELWP and a three-party Memorandum of Understanding with DELWP and the delivery partner(s)

- screen potential sites against conservation covenant criteria
- attend initial site assessments to gather information to prepare the conservation covenant and associated management plan
- as agreed and described in the project implementation plan, make payments to landowners and/or delivery partners during the project implementation phase (15-year period) once reports have been assessed and performance deemed satisfactory
- maintain stewardship relationships with landowners in perpetuity
- report progress to DELWP.

### **1.3.3 Delivery partner role**

Delivery partner will be responsible for delivering projects in accordance with approved Project Implementation Plans and will:

- enter into Funding Agreement with DELWP and a three-party Memorandum of Understanding with DELWP and Trust for Nature
- engage with and recruit landowners to participate in their project in a fair and equitable manner
- complete desk-top screening of sites against site eligibility criteria
- organise and attend initial site assessments, prepare native vegetation restoration plans and collect and provide to Trust for Nature specified information to support the covenant establishment
- if the project involves carbon co-funding, make all relevant arrangements relating to registration, monitoring and verification of any carbon credits
- if the project does not involve carbon co-funding, allow a landowner to register their restoration site for carbon credits
- deliver or oversee the delivery of works to restore native vegetation, and as required pay landowners once confirmed that performance is satisfactory, unless this payment is agreed to be managed by Trust for Nature
- ensure restoration targets are met and that restoration is established within agreed timeframes
- arrange and/or participate in independent audits as specified
- report progress to DELWP.

### **1.3.4 Landowners' role**

Landowners of sites included in projects will receive financial incentives to participate in the program. These will be specified in a schedule to the agreements. It is anticipated that payments will be made by either Trust for Nature or the delivery partner and this will be finalised during the development of the Project Implementation Plan. Landowners are expected to enter into the following agreements:

- Restoration agreement with the delivery partner specifying the landowner's obligations in relation to the restoration works until the plantings are established. If the site is included in a project involving carbon co-funding:
  - Carbon agreement with the delivery partner. This agreement will specify payments associated with any carbon offsets or credits generated on the site and who owns the credits. Where practical, this agreement may be combined with the restoration agreements.
- Conservation covenant with Trust for Nature that will be registered on title.

## 1.4 Carbon co-funding and greenhouse gas reporting

### 1.4.1 Carbon co-funding

While not mandatory, the program design accommodates projects that are eligible to participate in Australia's carbon markets including the Emissions Reduction Fund (ERF) or other carbon market schemes such as the Verified Carbon Standard and Gold Standard. Delivery partners accessing carbon co-funding are strongly encouraged/required to be an active member of the Carbon Market Institute and be a current signatory to the Australian Carbon Industry Code of Conduct.

If the project is registered with the Australian Government's Clean Energy Regulator (CER) the project can generate Australian Carbon Credit Units (ACCUs) and sell them to the CER or private purchasers. This enables delivery partners and landowners to leverage funding from carbon markets and diversify their income stream.

Delivery partners accessing carbon co-funding through the sale of Australian carbon credit units and eligible international emissions units which are financial products under the Corporations Act 2001 will require a suitable Australian financial services licence or a valid exemption (for further information refer: <https://asic.gov.au/carbon>).

Delivery partners and landowners will be responsible for meeting all requirements of their chosen carbon scheme.

Delivery partners proposing projects that *do not involve carbon co-funding* must not prevent individual landowners from registering their restoration site for carbon co-funding, through the ERF or otherwise.

Delivery partners proposing projects that *involve carbon co-funding* can include sites that are part of the carbon project and sites that are not part of the carbon project. This must be explained in the applicant's submission.

### 1.4.2 Greenhouse gas inventory

One of the objectives of the BushBank program is to increase the vegetation-based carbon sequestration and storage that is included in Victoria's emissions inventory. Vegetation cover that achieves a minimum of 20 per cent canopy cover will be reported as new forest cover in the LULUCF sector of the Australian Government's and the Victorian Government's greenhouse gas (GHG) inventory. Vegetation cover changes are calculated using satellite imagery, datasets and modelling (FullCAM) by the Federal government and informs Australia's GHG reporting obligations under the Paris Agreement, which is independent of the Australian Carbon Market.

## 2. Program specifications

### 2.1 Target landscapes and sites for restoration

All private land in Victoria is potentially eligible to be included in project proposals, but private land within landscapes that have higher ranks based on the *Target landscape map* will be given preference. The *Target landscape map* (refer to Figure 2) ranks locations in Victoria according to their potential to *concurrently* deliver biodiversity and carbon benefits. A very high rank means that revegetation will deliver very high benefits for carbon and very high benefits for biodiversity. Revegetation in a very low rank location may deliver moderate or higher benefits for either carbon or biodiversity but very low benefits for the other. An online version of the map and the spatial database that has informed it are available on NatureKit <https://naturekit.biodiversity.vic.gov.au>.

The map is built from the carbon value rank and the biodiversity value rank included in the BushBank spatial database that help rank projects and sites for restoration:

- Carbon value rank – developed from the carbon sequestration and storage potential of different vegetation types. This layer shows how carbon benefits could be delivered across the Victorian landscape.
- Biodiversity value rank – developed from DELWP’s Strategic Management Prospects revegetation benefit model. This layer shows the relative value of revegetation at one location compared to another and is based on the benefits of suitable revegetation to 4,200 species, while preferencing connectivity.

Should multiple delivery partners be selected there will only be one per ‘landscape area’ to minimise landowner confusion from multiple points of contact.

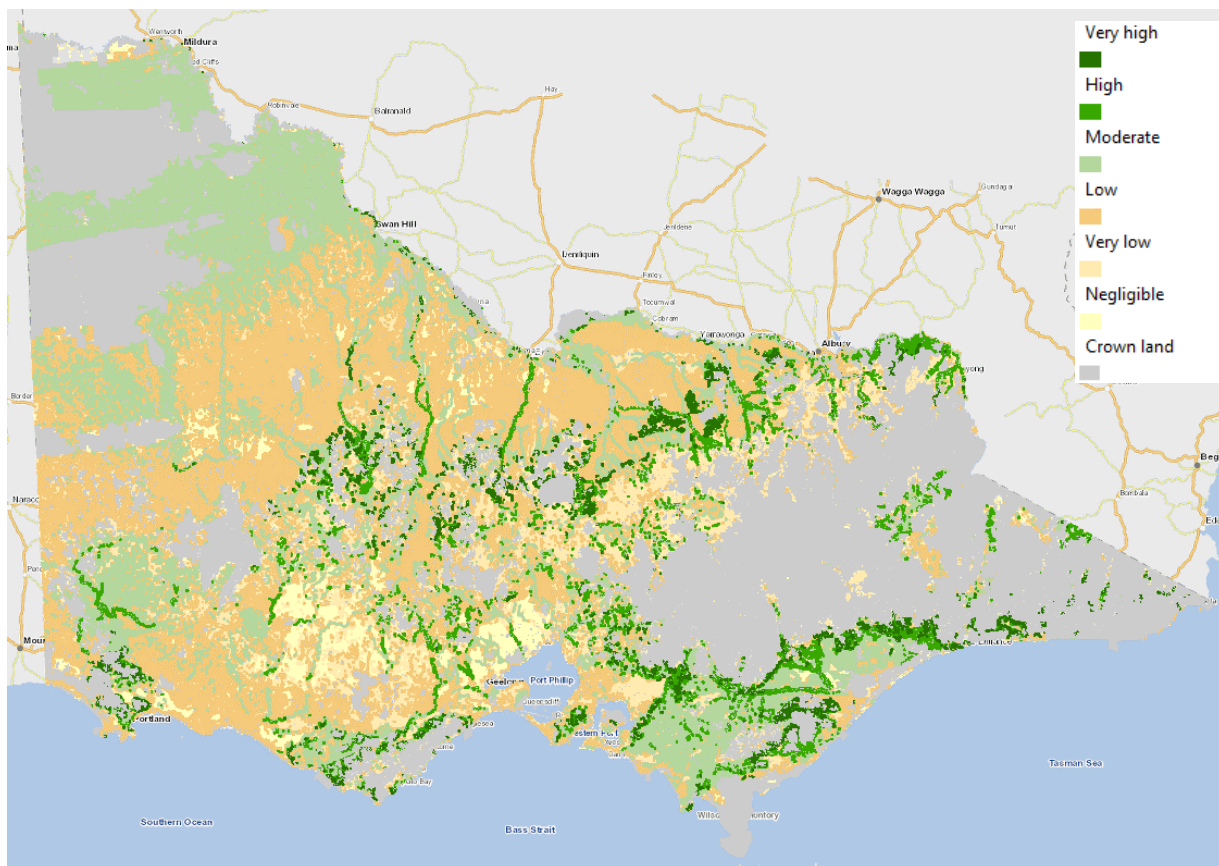


Figure 2 Target landscape map

### 2.1.1 Revegetation and fire

Fuel management is an important action to reduce the risk of bushfire across public and private land. Fuel management activities include planned burning, mulching and slashing to reduce the risk of bushfires causing harm to assets and communities.

Areas to be revegetated and protected with funding from the Program must not be subject to frequent fuel management as this will impact vegetation establishment. In addition, landscape-scale revegetation projects should consider any increased bushfire risks that they may pose to nearby communities.

Existing bushfire risks and Bushfire Risk Engagement Areas (BREA) have been mapped and are viewable on the bushfire planning website (<https://bushfireplanning.ffm.vic.gov.au/>). BREAs cover both public and private land and identify areas with the greatest potential to reduce bushfire risk. These areas may experience increased fuel management in the future. The Safer Together website also contains useful information about bushfire risk management (<https://www.safertogether.vic.gov.au/understanding-risk>). Some local councils have bushfire risk and fuel management plans that will need to be considered when developing a project.

Applicants proposing projects within higher fire risk areas could increase bushfire risks to nearby communities. Projects in these areas should be avoided or planned in consultation with bushfire experts within Forest Fire Management Victoria or the local council to ensure risks are suitably mitigated, by for example the inclusion of fuel breaks.

### 2.1.2 Revegetation and water considerations

To reduce negative impacts and enhance co-benefits, delivery partners must:

- seek to avoid larger revegetation works (i.e. where revegetation exceeds the greater of 20 hectares or 10 per cent of the property) within the Gippsland Plantation Investment Program and within declared irrigation districts
- consider the impact on water availability across different catchment areas when larger revegetation works are proposed (i.e. where revegetation exceeds the greater of 20 hectares or 10 per cent of the property).

## 2.2 Project timing

Following the delivery partner's execution of the funding agreement it is expected that within:

- 3 years of execution, the delivery partner will have identified all landowners
- 4 years of execution, on-ground restoration activities would have commenced on all, sites
- 5 years of execution, initial planting will have been completed on all sites.

All plantings should be well established by year 10 of the commencement of on-ground restoration works, but it is acknowledged that variations to climatic conditions and other unexpected events may delay establishment. The delivery partner's contractual obligations for each site within their project will run until the time of successful establishment (i.e. survival targets specified in the native vegetation restoration plan are met), as confirmed by DELWP within 6 months following delivery partners reporting that this milestone has been achieved.

## 2.3 Land eligibility

**Eligible** land proposed for native vegetation restoration must:

- be privately owned (i.e. non-Crown land) and in Victoria. Note: inclusion of crown land water frontages where adjoining private land is proposed for restoration may be negotiated with DELWP
- not be owned by a governmental entity, including a Victorian or federal government department, water corporation, Catchment Management Authority, alpine resort or local council
- be degraded and missing some or all of the expected woody species' canopy cover such that new woody plants (medium shrubs to canopy trees) can be planted or assisted to regenerate on the land. The inclusion of intact or largely intact remnants within a property is strongly encouraged when included with proposed restoration

- the inclusion of some (up to ten per cent) grassland and non-woody wetland vegetation that can be restored to prevent carbon emissions can be included where this delivers good biodiversity outcomes
- be eligible for permanent protection using a Trust for Nature covenant or similar agreement, or already be permanently protected
- not be subject to a current legal requirement to conduct restoration or other related activities on the proposed patches to be restored. This includes land that is:
  - an environmental offset site under a planning decision or Federal or State Government law, or
  - subject to a requirement to plant vegetation to restore a site (e.g. mining or quarrying remediation) or to offset other activities under any type of permit or license
- not be earmarked for development for local or state government infrastructure, including land with a Public Acquisition Overlay or included within a current planning approval application
- not have been illegally cleared or illegally drained (in the case of a wetland); noting that historically impacted areas can be considered with DELWP approval
- not be subject to threats or conditions that will be extremely difficult to manage and are likely to prevent successful restoration from occurring. This may include contaminated sites (or proximity to contaminated land), sites with altered hydrology, nutrient enrichment or salinity issues, sites that experience unmanageable herbivory, or sites with significant levels of weeds or pest animals.

Projects can include sites with patches (including those that are already permanently protected) that have received funding for land management in the past provided there are no ongoing management obligations under any agreement.

## 2.4 Permanent protection

In recognition of the significant investment provided by the BushBank program for on-ground restoration, all restored land must be permanently protected using a Trust for Nature conservation covenant or similar in-perpetuity agreement. Trust for Nature conservation covenants are the preferred protection mechanism. Where a conservation covenant is not available, other protection mechanisms will be considered (e.g. agreement under s69 of the *Conservation, Forests and Lands Act 1987 (Vic)*).

The cost of establishing the conservation covenant will be funded directly by BushBank but should be reflected in the overall budget. Given the delivery mechanism of the Program this should be included at approximately \$18,000 per covenant and will cover limited liaison with landholders, finalisation of the Covenant and covenant management plan, establishing the covenant and perpetual stewardship.

To facilitate permanent protection, it is expected that the delivery partner will:

- attend conservation covenant training sessions provided by Trust for Nature to explain the requirements of permanent protection, data needs and covenanting considerations. This will ensure appropriate data collection and information sharing with landowners who wish to participate
- coordinate and attend a site visit with the landowner and Trust for Nature staff to:
  - confirm eligibility for covenanting
  - collectively determine covenant design (including identifying the area to be protected)
  - confirm that the landowner understands the requirements and benefits of permanent protection
- collect and provide to Trust for Nature specified information to support the covenant establishment
- coordinate and attend a site visit with Trust for Nature near the end of the delivery partner's involvement in the site (once restoration is established) as the site moves from the restoration phase to the maintenance phase.

### 2.4.1 Incentive payments

Landowners participating in a project will receive incentive payments in recognition of the cost associated with the restoration and permanent protection. These payments will differ across different landscapes and landowners due to the variation in land values, the cost of restoration and the willingness of landowners to

cost share. The method for calculating incentive payments will be set by delivery partners and needs to take account of these variables.

## 2.5 Landowner and restoration site selection

Delivery partners will be provided with background material on the BushBank program, conservation covenants and carbon markets to share with landowners during consultation, alongside any materials delivery partners wish to provide. The delivery partner will need to identify landowners in a fair and equitable manner and select sites to cost effectively deliver on the biodiversity and carbon objectives of the private land component. It is anticipated that this will be staged as follows:

1. Call for interest and desktop assessment
2. Site assessments and landowner engagement
3. Site selection.

### 2.5.1 Call to landowners and desktop assessment

Delivery partners must follow due process, including an open call to landowners to participate. This will help identify prospective sites and patches for restoration. Following prospective site identification, delivery partners will:

- conduct desktop assessments of these sites and restoration patches to confirm eligibility, including:
  - site location and landscape context, proposed restoration extent, the biodiversity value rank and carbon value rank (refer to BushBank data fact sheet)
  - bioregional EVC, existing land use and vegetation cover – ensure the land is cleared or degraded and can be restored to a woody vegetation type
  - legal status of the site and restoration patches within it (title, private ownership, any interests registered on title, existing offsets, property boundaries etc)
  - that it meets conservation covenant criteria (refer to BushBank conservation covenant fact sheet)
  - any planning controls and pending planning or environmental approval application, the presence of any mining licence or any other applications associated with change in use and development
  - cultural heritage values on the property and any actions or approvals required to meet cultural heritage requirements before restoration can occur
  - the potential to increase bushfire risk (refer section 2.1.1)
  - water considerations detailed at section 2.1.2.
- provide eligible, shortlisted prospective sites and patches to Trust for Nature so that they can conduct a desktop review and confirm preliminary eligibility for a conservation covenant prior to on-ground site assessment
- apply site preferencing criteria to rank and shortlist eligible sites for site assessment. This may include being part of or close to other conservation works programs (e.g. herbivore control) and must include as a minimum the following criteria:
  - extent of proposed restoration (preference sites with larger extents)
  - likely success of the proposed restoration (preference sites with greater chance of success)
  - carbon outcome (preference sites with highest carbon value rank)
  - biodiversity outcome (preference sites with highest biodiversity value rank)
  - likely restoration cost and incentive payment (consider this with the benefits that can be achieved when making final ranking)
  - water considerations detailed at section 2.1.2.

### 2.5.2 Site assessments and engagement with the landowner

Conduct site assessments with Trust for Nature staff and the landowner for all preferred sites. Site assessments will confirm eligibility and provide an opportunity to gather information required to develop the native vegetation restoration plan and the conservation covenant and associated management plan.

The site assessment also provides an opportunity to:

- confirm that the landowner understands the on-going requirements relating to permanent protection
- share how incentive payments will be calculated and paid.

The site assessment should:

- confirm that the proposed site and all restoration patches meet eligibility requirements
- include an initial assessment of threats, past management actions (e.g. loss of topsoil, past mining, nutrient enrichment, and the likelihood of successful restoration.
- If restoration success is unlikely or only likely with significant intervention and cost, this should be explained to the landowner and the delivery partner may decide to not proceed to the next stage.
- If restoration success is likely and cost effective, then continue to:
  - identify existing ecological assets
  - map restoration patches and proposed conservation covenant boundaries
  - note ecological management requirements such as site preparation, fencing, introduced herbivore control and weed control
  - engage the landowner about the contents of the native vegetation restoration plan, likely cost of implementation and determine who will undertake the works (landowner, delivery partner or other service provider).

The outcome of the site assessment stage is a costed native vegetation restoration plan and a well informed and engaged landowner.

### 2.5.3 Site selection

The delivery partner will submit periodic reports to DELWP, including the list of recommended sites that demonstrate:

- due process has been followed in recruiting landowners and shortlisting sites
- each site selected meets eligibility and selection criteria.

DELWP will confirm its role in approving the recommended sites during the preparation of the Project Implementation Plan.

## 2.6 Restoration standards/specifications

A project may include one or more landscape areas, and each landscape area is likely to comprise multiple sites, with each site potentially including multiple patches. Each project must include revegetation as a large component of the restoration works, but a single site within the project can include any or all forms of restoration (i.e. revegetation, supplemental planting and/or assisted regeneration).

### 2.6.1 Minimum extent of restoration

Cost effectiveness is improved as the extent of restoration on a property increases. In addition, landowners may derive benefits from participating when larger areas are restored. As a result:

- The minimum extent of restoration on a single site (or across contiguous titles in the same ownership) is 10 hectares, with extents of at least 20 hectares preferred.
- These 10 hectares may comprise multiple restoration patches and a combination of assisted regeneration, supplementary planting and/or revegetation provided:
  - any isolated restoration patch (i.e. not connected to another patch of existing remnant vegetation that is or will be permanently protected) has a minimum extent of 5 hectares
  - any connected restoration patch (i.e. abutting existing remnant vegetation that is or will be permanently protected) has a minimum extent of 1 hectare and the combined extent of the restoration patch plus remnant patch is at least 5 hectares

- any patch to be restored through revegetation has an area to perimeter ratio of at least 20, or when adjacent to a remnant the combined area of revegetation and the adjacent remnant has an area to perimeter ratio of at least 20. The area to perimeter ratio is calculated by dividing the area (metres squared) by the perimeter (metres).

### 2.6.2 Restoration specifications

New woody planting is a requirement to meet the carbon sequestration objective of the BushBank program. Planting must meet the following specifications:

- be in accordance with the minimum standard for revegetation and supplementary planting detailed at Appendix 1 *Native vegetation gain scoring manual v2* (DELWP 2017) and *Management Standards for Native Vegetation Offset Sites* (DELWP 2019), with consideration of future climate provenances as per the *Revegetation plant provenance information sheet*.
- align with the appropriate bioregional EVC benchmarks and follow the species diversity and density requirements as specified in the gain scoring manual and management standards.

These resources are available from the DELWP website:

<https://www.environment.vic.gov.au/native-vegetation/native-vegetation>

<https://www.environment.vic.gov.au/biodiversity/bioregions-and-evc-benchmarks>

[https://www.environment.vic.gov.au/\\_data/assets/pdf\\_file/0036/489159/Revegetation-plant-provenance-information-sheet\\_final.pdf](https://www.environment.vic.gov.au/_data/assets/pdf_file/0036/489159/Revegetation-plant-provenance-information-sheet_final.pdf)

### 2.6.3 Native vegetation restoration plan and restoration activities

Delivery partners must prepare a native vegetation restoration plan in consultation with the landowner for each site that sets out the planting details, site specific native vegetation restoration activities and who will be responsible for implementing the plan. A template native vegetation restoration plan is available for use and the [National standards for the practice of ecological restoration in Australia](#) may be helpful. Restoration activities must accord with the *Management Standards for Native Vegetation Offset Sites* (DELWP 2019) and should include:

- site preparation works required to ensure success
- planting specifications - direct seeding or tube stock; timing; species lists; planting densities and survival targets that accord with the DELWP gain scoring manual
- management actions required during the establishment phase
- monitoring and evaluation.

The delivery partner is responsible for ensuring restored sites are well-managed and restoration is successful. Restoration must be undertaken by, or supervised by, persons with suitable experience in those activities. This could be delivery partners, third-party service providers or the landowner when they have the requisite skills and experience to do the works. Landowner involvement in restoration activities will foster a sense of ownership and is encouraged for those activities the landowner is qualified and willing to undertake. Professionals may provide training and supervision to community or other groups to undertake planting to the required standards. As far as possible service providers should be locally based, and where possible preference should be given to enterprises owned by First Peoples.

#### 2.6.3.1 Restoration agreements with landowners

The delivery partner is expected to enter into a restoration agreement with the landowner of each site included in a project. The restoration agreement will specify the delivery partner's and the landowner's respective obligations and rights with respect to the restoration and will include the native vegetation restoration plan as an attachment. Landowners should be duly paid by the delivery partner for on-ground activities that would otherwise be borne by the delivery partner or their service provider – any such payments must be recorded in the restoration agreement.

### 2.6.4 Measuring restoration success

Established restoration means that all survival targets specified in the native vegetation restoration plan (diversity and density) are met. This should occur within 7 to 10 years of the commencement of on-ground

restoration works but may take longer/shorter depending on the site and climatic conditions. The delivery partner's contractual milestones under its funding agreement remain until required survival rates are met across all sites. The final milestone payment will be 15 per cent of the requested budget and this will be paid following successful delivery of the project.

## 2.7 Risk management and legal compliance

### 2.7.1 Risk management

The delivery partner must manage risk for the duration of the project consistently with the requirements of *ISO 31000:2018 Risk Management* and comply with all relevant laws for the duration of the project.

Restoration sites and patches should only be included in the project when risks that could prevent successful restoration can be managed.

#### 2.7.1.1 Revegetation failure

The risks of failure will be mitigated by preparing and implementing detailed restoration plans. It is, however, recognised that revegetation may fail because of several factors, some of which are beyond the control of the delivery partner.

Any failures deemed a result of delivery partner actions or inaction (e.g. insufficient introduced herbivore control or not undertaking planned watering) must be replanted within two years. Milestone payments will be withheld, and as required contract periods may be extended until restoration has been established.

If a force majeure event occurs the delivery partner must promptly notify DELWP of the event, providing details of the event, any obligations affected, the action being taken to mitigate the situation and the likely duration of the delay. DELWP may agree to vary the project timing or scope. Specific clauses will be included in funding agreements.

### 2.7.2 Legal compliance

The delivery partner must comply with all relevant laws for the duration of the project. They and/or the landowner must obtain all regulatory approvals that are necessary to enable the site to be restored. Regulatory approvals are defined for these purposes as approvals required under a law of the Commonwealth or the State relating to cultural heritage, the environment, water or land use and occupational health and safety.

## 2.8 Project monitoring, evaluation and reporting

Delivery partners will be required to comply with project monitoring and reporting requirements as outlined in the Project Implementation Plan and funding agreement. Reporting may include job creation and employment opportunities, First Peoples and volunteer participation and delivery of on-ground works.

Reporting will demonstrate project progress and restoration success and may include monthly or quarterly basic survey reporting, progress reports associated with project milestones, completion reports and acquittal documentation. Payments to delivery partners will be aligned with and dependant on satisfactory delivery of milestones.

Reporting will include the submission of spatial data that complies with DELWP activity data reporting standards for all restored sites. This enables the evaluation of the BushBank program and can support future DELWP funding bids. The form of reporting will be finalised with the successful delivery partner(s) but at a minimum will include:

- demonstrating that all sites and restoration patches meet the objectives and eligibility requirements
- the extent, location and success of restoration works including the date of planting and replanting effort to reach survival targets
- any restoration works payments made to landowners
- whether any sites or patches are proposed to be or have been registered with the Clean Energy Regulator.

Where projects include carbon revenue, DELWP will seek to minimise monitoring and reporting that is duplicative to that required to meet the carbon funding requirements.

## 3. Expression of Interest

### 3.1 About this invitation

This invitation is to express interest in participating as a delivery partner for the Program in accordance with Program specifications described in Section 2. It is a formal request for applicants to submit a response to develop and deliver priority aligned, native vegetation restoration project(s) that provides biodiversity and carbon sequestration outcomes.

The Program is seeking to achieve 20,000 hectares or more of restored land and is seeking proposals that by themselves deliver 20,000 ha or more of restored land, or in combination with other proposals achieve 20,000 hectares or more of restored land.

#### Application rules

- The applicant can be a single entity or a partnership of entities with a designated lead entity.
- An entity can be included in more than one partnership but can only be included in one application per geographical area (either as a single entity or as a member of a partnership).
- To participate in this Expression of Interest process you must comply with all requirements and conditions contained within this section.
- DELWP reserves the right to change any information or to issue an addendum or addenda to this invitation.
- DELWP retains the right to negotiate amendments to responses following the assessment of all EOIs.

#### 3.1.1 This invitation is not an offer

Nothing in this invitation is to be construed as creating any binding contract for the supply of services (express or implied) between DELWP and any applicant.

The number of funded projects is at the sole discretion of DELWP.

#### 3.1.2 Program contacts

Organisation	Department of Environment, Land, Water and Planning
Program Manager	Penny Croucamp
Position	Manager: Biodiverse Carbon Policy and Programs:
Division and Branch	Biodiversity, Environment and Community Programs
Contact details	penny.croucamp@delwp.vic.gov.au
Request for clarification	<a href="mailto:bushbank.program@delwp.vic.gov.au">bushbank.program@delwp.vic.gov.au</a> ; private land EOI in the subject

#### 3.1.3 Key Dates

Stage	Date and time (all times are Melbourne times)
Applications open for EOI	Monday 04 April 2022
Applications close	9:00am, Monday 30 May 2022
Applicants notified of next steps	~ August/September
Project Implementation Plans due	~ January/February
Funding agreements executed	~ February/March

### 3.1.4 Lodgement details

Consider your response a high-level project proposal for the restoration and protection of private land in Victoria in accordance with the Program Specifications. It is preferable that the landscape area where the project will be delivered is spatially identified as narrowly as practical (i.e. be confined to the area where you will implement the project). Details for each discrete landscape area must be included.

#### Lodgement details

Submissions must be on the form included in Appendix A.

All submissions must be lodged electronically in an acceptable file type, such as Word, Excel, PDF, JPEG, GIS shapefile, via email to [bushbank.program@delwp.vic.gov.au](mailto:bushbank.program@delwp.vic.gov.au) with "Private land invitation" in the title of the email.

Files should be zipped as required to ensure the maximum size of all attachments does not exceed 10MB.

Submissions must include:

- the completed application form
- the completed EXCEL file template
- a suitable scaled image of the proposed project area
- an ESRI shapefile including the following suite of files \*.shp, \*.prj, \*.dbf, and \*.shx and in VICGRID94 projection (Datum: Geocentric Datum of Australia 1994)

## 3.2 What are the funding details and what might be funded?

Total funding available is up to \$30.9 million including GST as applicable. These funds are for:

- project management (limited to ten per cent of any project proposal)
- landholder recruitment and incentive payments
- conservation covenant establishment and stewardship
- site assessment and restoration plan development
- sourcing seeds and plants
- restoration works including:
  - site and soil preparation at areas to be restored and protected
  - purchase and installation of fencing and/or plant guards to protect restoration sites and plants, if required (fencing to be positioned where it has no impact on existing native vegetation and as close to the restoration patches as practical, noting that several patches may be protected by a single fence where this is more cost efficient)
  - planting of seeds and plants in areas to be restored and protected
  - management and control of introduced herbivores and weeds (above legal requirements of the *Catchment and Land Protection Act 1994*) to protect the areas to be restored
  - replacement planting where needed (the project budget should include a contingency for this)
  - habitat enhancement, such as nesting boxes, when complementing and integrated into the project.
- monitoring and reporting.

Subject to approval from DELWP, funding may be used for land acquisition when this is the most efficient way to achieve outcomes and the land is protected and appropriately managed in perpetuity.

### 3.2.1 Funding cannot be used for:

- routine or ongoing maintenance activities including those required by legislation
- recurrent operating costs, for example rent and associated utility costs, and/or activities establishing expectations of ongoing funding
- activities located outside the State of Victoria
- political campaigning or advocacy activities for political parties.

### 3.3 Who can apply?

#### 3.3.1 Eligibility criteria

Delivery partners must meet the following eligibility criteria:

1. be an incorporated or statutory entity (including governmental, not-for-profit or private entity) with financial systems in place for receiving, managing and acquitting government funding
2. have demonstrated experience in delivery of large-scale native vegetation restoration projects in Victoria with a good track record in delivering successful projects to a high standard on time and within budget
3. have existing relationships with landowners within the proposed project landscape area(s)
4. have links and/or previous experience working with other organisations within the proposed project landscape area(s), where those organisations are proposed to be involved in project delivery
5. have appropriate systems, processes and procedures in place to identify and manage risk that complies with all relevant laws and regulations including the *Occupational Health and Safety Act 2004* and *Occupational Health and Safety Regulations 2017*
6. have appropriate systems, processes and procedures to ensure good governance, and a high standard of quality assurance for project delivery
7. have demonstrated experience in delivering projects that access carbon co-funding from the specified market if the proposed project includes carbon co-funding
8. be a fit and proper person.

#### 3.3.2 Partnership application

Applications from a group of entities (partnership) that collectively meet these eligibility criteria may apply provided the lead applicant is an incorporated or statutory entity with robust organisational systems (governance, OH&S, quality and risk management). The lead applicant will be the main signatory to any funding agreement signed with DELWP and hold primary responsibility for the successful delivery of the proposed project, including all administrative and financial requirements.

Partnerships with local community groups or local Traditional Owner Corporations and Aboriginal Community Controlled Organisations (including for training and capacity building) will be favourably considered. Delivery partners can include an estimate of the funding required to facilitate their participation.

Where the applicant is a member of a partnership, the applicant's response must stipulate which parts of the services each entity comprising the partnership would provide and how the parties would relate to each other to ensure full provision of the required services. The response must detail all partnership members' legal structure, skills and capabilities as they relate to this EOI.

#### 3.3.3 Insurance

The funding agreement will specify minimum insurance requirements and coverage values, including but not limited to public liability insurance (\$10 million minimum) and personal accident insurance cover to safeguard volunteers and participants involved in the funded activities.

Prior to signing any funding agreement, a potential delivery partner must have appropriate insurance coverage for its operational and business risks with one or more of the following:

- a. the Victorian Managed Insurance Authority or Liability Mutual Insurance
- b. an insurer authorised under the *Insurance Act 1973* (Cth)
- c. an insurer approved in writing by the Department.

## 3.4 Assessment of the EOI response

### 3.4.1 Assessment process

Applicants' responses will be evaluated in four steps as follows:

**Step 1:** All applications will be screened by DELWP against eligibility criteria (section 3.3.1), those that do not meet the eligibility criteria will not proceed to Step 2.

DELWP may in its absolute discretion:

- a. reject any applicant's response that does not include all the information requested or is not in the format specified
- b. after concluding a preliminary assessment, reject any applicant's response that in its opinion is unacceptable
- c. disregard any content in an applicant's response that is illegible, and will be under no obligation whatsoever to seek clarification from the applicant
- d. disqualify an incomplete applicant's response or evaluate it solely on the information submitted.

**Step 2:** All applications deemed eligible will be assessed by a government assessment panel comprised of representatives from DELWP and the Department of Jobs Precincts and Regions, using the assessment criteria detailed below, such that each:

- proposed delivery partners' expertise, experience and relationships will receive a score
- proposed project benefits will receive a score.

**Step 3:** The assessment panel will make a final assessment including consideration of value for money. The panel report and recommendation will be submitted to the Executive Director Biodiversity Division, DELWP. This recommendation will consider:

- the proposed delivery partners' score and project benefits' score – higher scores will be favoured over lower scores
- proposed project restoration extent – achieving the Program outcome of 20,000 hectares is key in making final decisions, this will also consider the expected number of sites included in a proposal (a smaller number of sites, each with a large restoration extent, may be more cost effective than many sites each with a relatively small restoration extent)
- project cost to BushBank and co-funding amount and source of co-funding – co-funding will be required to achieve the restoration targets
- project timeframe for delivery – proposals that are ready for implementation will be favoured over those with longer lead times
- project risks and governance – proposals with appropriate governance arrangement and low risks or risks that can be easily managed will be favoured.

**Step 4:** After evaluating all applicants' responses, and before making a final recommendation to the Project Control Board (PCB) and the Minister for Energy, Environment and Climate Change, DELWP may without limiting other options available to it, do any of the following:

- a. prepare a short list of applicants and invite clarification or amended offers from them
- b. interview applicants about their proposal
- c. interview referees nominated by applicants
- d. enter into pre-contractual negotiations with one or more applicants, including to negotiate adjustments to their project scope should they be recommended.

**Step 5:** The outcome from Step 4 may be presented to the assessment panel for endorsement prior to submitting the final report to the PCB and the Minister for Energy, Environment and Climate Change for approval.

### 3.4.2 Assessment criteria

Applications will be assessed using the criteria detailed below.

Criteria	% weighting	Description
<b>Part 1: Delivery partner expertise, experience, and relationships</b>		
Expertise and experience	60	<p>The degree to which the application demonstrates experience with long term, managed, native vegetation restoration projects (number of projects, size of projects, number of years in the industry).</p> <p>The degree to which the application demonstrates experience in a) recruiting landowners to participate in ecological restoration or other environmental projects and programs and b) maintaining landowner relationships.</p> <p>If carbon co-funding is proposed, the degree to which the application demonstrates experience delivering projects supported by carbon funding.</p>
Landowner networks & relationships within landscape area(s)	40	<p>The degree to which the application demonstrates existing landowner networks in the landscape area(s).</p> <p>The degree to which the application demonstrates existing relationships with organisations that are required to deliver the project in a time efficient manner.</p>
<b>Part 2: Project benefits – each project landscape area will be assessed and where an application includes several landscape areas these will be averaged where they are not scalable</b>		
Priority landscape alignment	40	<p>The degree to which the project is in a BushBank priority location for restoration as shown on the target landscape map. This is determined from the spatial data provided and the description of the location in the EOI response.</p> <p>The assessment will consider the degree to which the project area lies within a priority location and the proposed extent of restoration within each rank.</p>
Local landscape biodiversity benefit	20	<p>The degree to which the project has identified and will deliver local biodiversity benefits, such as benefits to specific threatened species, building connectivity, improving habitat and landscape function, and alignment with existing conservation plans and strategies.</p>
Carbon outcomes	20	<p>The degree to which the project will deliver increased carbon sequestration. DELWP will determine this from the extent and broad vegetation types or EVC's that are proposed to be restored across the project area and the proportion of revegetation, supplementary planting, and assisted regeneration, with reference to the submitted spatial file and the carbon benefit rank map.</p>
Broader project benefits	20	<p>The degree to which the project generates broader benefits. This includes alignment with other relevant plans and strategies, water and bushfire considerations, opportunities for First Peoples, community involvement including volunteer hours and potential jobs, building partnerships, any in-kind benefits, and other social benefits.</p>

## 3.5 Conditions of participation in the EOI

### 3.5.1 Communication

All communications relating to this invitation and the EOI process must be directed to the DELWP Program Manager, Penny Croucamp via email [bushbank.program@delwp.vic.gov.au](mailto:bushbank.program@delwp.vic.gov.au), with "Private land invitation" in the title of the email.

### 3.5.2 Briefing session

DELWP will hold identical briefing sessions via MS Teams on 7 April 2022 at 3:00pm and 12 April 2022 at 10:30am. These sessions will provide an overview of the BushBank program and the private land component and include a question-and-answer session. Applicants are strongly encouraged to attend one of these sessions.

### 3.5.3 Capacity to comply with the overview of requirements

This document sets out the delivery partner opportunity which is the subject of this Invitation. The assumption is that each applicant will be capable of providing all the services in full. Where an applicant believes it will not be capable of providing all the services in full or will only comply with Section 2 subject to conditions, it should either not apply or set out potential limitations in its EOI response.

### 3.5.4 Requests for clarification

- a. Any questions or requests for clarification or further information regarding this Invitation or the EOI process must be submitted to the Program Manager in writing at least 5 working days prior to the EOI closing time.
- b. DELWP is not obliged to respond to any question or request for clarification or further information.
- c. DELWP may make available to other prospective applicants the details of such a request together with any response, in which event those details shall form part of this Invitation.

### 3.5.5 Unauthorised communication

- a. Communications (including promotional or lobbying activities) with the BushBank design team and related DELWP and Trust for Nature staff are not permitted during the EOI process except as provided in section 3.5.4, or otherwise with the prior written consent of the DELWP contact.
- b. Nothing in this section is intended to prevent communications with DELWP or Trust for Nature staff to the extent that such communications do not relate to this Invitation or the EOI process.
- c. Applicants must not engage in any activities or obtain or provide improper assistance that may be perceived as, or that may have the effect of, influencing the outcome of the EOI process in any way. Such activities or assistance may, in the absolute discretion of DELWP, lead to disqualification of an invitee.

### 3.5.6 Anti-competitive conduct

Applicants and their representatives must not engage in any collusion, anti-competitive or similar conduct with any other applicant or person (who is not part of their partnership) in relation to the preparation, content or lodgement of their EOI. In addition to any other remedies available to it under law, DELWP may, in its absolute discretion, disqualify an applicant that it believes has engaged in such collusive or anti-competitive conduct.

## 3.6 Submission of the applicant's response to the EOI

### 3.6.1 Timing

- a. The closing time may be extended by DELWP in its absolute discretion by providing notice on the DELWP website.
- b. The date and time of all responses will be recorded by DELWP. The determination by DELWP as to the actual time that the applicant's response is lodged is final.

### 3.6.2 Late applicant's response

If an applicant's response is lodged after the EOI closing time, it will be disqualified from the EOI process and will be ineligible for consideration unless:

- a. the applicant can clearly document to the satisfaction of DELWP that an event of exceptional circumstances caused the applicant's response to be lodged after the EOI closing time; and
- b. DELWP is satisfied that accepting a late submission would not compromise the integrity of the EOI process.

DELWP will inform an applicant whose response was lodged after the EOI closing time as to whether the applicant's response is eligible for consideration.

### 3.6.3 Providing a response

It is the applicant's responsibility to:

- a. understand the requirements of this Invitation, the EOI process and any reference documentation
- b. ensure that their response is in the correct format, complies with all requirements of this Invitation and is accurate and complete
- c. make their own enquiries and assess all risks regarding this invitation and the EOI process
- d. ensure that they comply with all applicable laws regarding the EOI process
- e. be responsible for all costs and expenses related to the preparation and lodgement of its response and any subsequent negotiations.

#### **3.6.4 Applicant warranties**

By submitting a response, an applicant warrants that:

- a. in lodging its response, it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of DELWP or its representatives other than any statement, warranty or representation expressly contained in the invitation documents
- b. it has examined this Invitation, and any other documents referenced or referred to herein, and any other information made available in writing by DELWP to invitees for the purposes of submitting a response
- c. it has sought and examined all necessary information which is obtainable by making reasonable enquiries relevant to the risks and other circumstances affecting its response
- d. it otherwise accepts and will comply with the rules set out in this Invitation
- e. it will provide additional information in a timely manner as requested by DELWP to clarify any matters contained in the invitee's response.

#### **3.6.5 Obligation to notify errors**

- a. If an applicant identifies an error in their response (excluding clerical errors which would have no bearing on the assessment), they must promptly notify DELWP.
- b. DELWP may permit an applicant to correct an unintentional error in its response where that error becomes known or apparent after the EOI closing time, but in no event will any correction be permitted if DELWP reasonably considers that the correction would compromise the integrity of the EOI process.

#### **3.6.6 Withdrawal of a response**

An applicant who wishes to withdraw a previously submitted response must immediately notify DELWP of the fact. Upon receipt of such notification, DELWP will cease to consider the response.

#### **3.6.7 Preparation of Expressions of Interest**

DELWP will not be responsible for, nor pay for, any expense or loss that may be incurred by the applicant in the preparation of the EOI response.

#### **3.6.8 Status of applicant's response**

Each applicant's response constitutes a non-binding proposal by the applicant to DELWP to provide the goods and services described.

#### **3.6.9 Use of an applicant's response**

Upon submission, all applicants' responses become the property of DELWP. The applicant will retain all ownership rights in any intellectual property rights contained in their response. However, each applicant, by submission of their response, is deemed to have granted a licence to DELWP to reproduce the whole, or any portion of their response for the sole purposes of enabling DELWP and the assessment panel to evaluate their response.

### 3.7 Privacy

Any personal information about you or a third party in your application will be collected by the department for the purposes of administering your grant application and informing Members of Parliament of successful applications. Personal information may also be disclosed to external experts, such as members of assessment panels, or other Government Departments for assessment, reporting, advice, comment or for discussions regarding alternative or collaborative grant funding opportunities. If you intend to include personal information about third parties in your application, please ensure that they are aware of the contents of this privacy statement.

Any personal information about you or a third party in your correspondence will be collected, held, managed, used, disclosed or transferred in accordance with the provisions of the *Privacy and Data Protection Act 2014* and other applicable laws.

DELWP is committed to protecting the privacy of personal information. You can find the DELWP Privacy Policy online at [www.delwp.vic.gov.au/privacy](http://www.delwp.vic.gov.au/privacy).

Requests for access to information about you held by DELWP should be sent to the Manager Privacy, P.O. Box 500 East Melbourne 8002 or contact by phone on 9637 8697.

#### 3.7.1 Disclosure of Expression of Interest contents and Expression of Interest information

Expressions of Interest will be treated as confidential by DELWP. DELWP will not disclose Expressions of Interest contents and information except:

- a. as required by Law (including, for the avoidance of doubt, as required under the *Freedom of Information Act 1982* (Vic) (FOI Act))
- b. for the purpose of investigations by the Australian Competition and Consumer Commission or other government authorities having relevant jurisdiction
- c. to Representatives (including external consultants and advisers to DELWP) engaged to assist with the Expression of Interest Process, or to other Victorian Government departments or agencies for the purposes of assessing the Expressions of Interest or making decisions or granting approvals in connection with this Expression of Interest or the Expression of Interest Process generally
- d. as required by the office of the Auditor General appointed under section 94A of the *Constitution Act 1975* (Vic) or the ombudsman appointed under the *Ombudsman Act 1973* (Vic)
- e. as required by IBAC as established under the *Independent Broad-based Anti-corruption Commission Act 2011* (Vic) or
- f. where general information from Applicants is required to be disclosed by government policy, including in the circumstances described in clause 3.7.2.

#### 3.7.2 Unreasonable disadvantage

In determining whether disclosure of specific information will expose a Applicant's business unreasonably to disadvantage, the Applicant should consider s34(2) of the FOI Act. Broadly, the Applicant should consider:

- a. whether the information is generally available to competitors; and
- b. whether the information could be disclosed without causing substantial harm to the competitive position of the business.

### 3.8 EOI outcome

An applicant's response will not be deemed unsuccessful until such time as the applicant is formally notified of that fact by DELWP.

Successful and unsuccessful applicants will be notified in writing after the assessment process is completed. No legal relationship will exist between DELWP and a shortlisted applicant unless and until such time as a binding contract is executed by all parties.

All decisions are final and are not subject to further review.

DELWP may without limiting other options available to it, do any of the following:

- a. decide not to proceed further with the EOI process
- b. conduct a subsequent procurement process
- c. commence a new process calling for invitees' responses on a similar or different basis to that outlined in the original invitation.

## 4. After the EOI

When a decision has been made on the shortlisted applicant(s), they will be notified and requested to prepare a Project Implementation Plan (PIP). The PIP should be finalised within two months of this notification.

Funding of up to ~\$30,000 per applicant (or application partnership) is available to assist in developing the PIP so that sufficient planning is conducted, and targets are well founded. Shortlisted applicants may access this funding by submitting an itemised budget of anticipated costs for preparing the PIP as an attachment to their EOI submission. Applicants wishing to receive this funding must enter into a funding agreement with DELWP. The Victorian Common Funding Agreement – Short form will be used and can be reviewed here <https://www.vic.gov.au/victorian-common-funding-agreement-templates>

### 4.1 Co-design the Project Implementation Plan

In the spirit of partnership, the process of developing the PIP is anticipated to be an iterative, co-design process involving any shortlisted applicant, DELWP and Trust for Nature. During this time any matters of concern should be negotiated and the roles and responsibilities of the three parties finalised.

The PIP will provide a more detailed description of the project to be undertaken by the delivery partner, including confirming the minimum number of hectares to be restored and the source and value of co-funding. The PIP will be attached to the delivery partner's funding agreement and form the basis of project milestone payments.

Delivery partners are not expected to identify all sites where restoration will occur while developing the PIP but are expected to build on the desktop research conducted for the EOI. Delivery partners may make preliminary contact with landowners, to obtain a greater level of certainty as to the number of hectares that they can commit to restore with their project.

#### 4.1.1 Research and innovation

Any opportunities to incorporate research and/or innovation into the project should be discussed with DELWP during the preparation of the PIP.

#### 4.1.2 Contents of the PIP

The PIP will build on and refine the information provided in the EOI. Minimum expectations are detailed in Appendix B.

### 4.2 Assessment of Project Implementation Plan

Shortlisted applicants will submit their final PIP to DELWP for final assessment and approval. The PIP will be assessed against the original EOI response and any negotiations with DELWP during Step 4 of the EOI assessment process.

DELWP may terminate the co-design process and decline to enter into a funding agreement with a shortlisted applicant if during the process DELWP determines that the shortlisted applicant is not able to deliver a project broadly within the parameters of the EOI response.

DELWP will assess the PIP and prepare a funding agreement for the project if the PIP is accepted.

#### 4.2.1 Funding agreements

Successful applicants must enter into a funding agreement with DELWP. The Victorian Common Funding Agreement is used for funding agreements with not-for-profit organisations. It is recommended that applicants review the terms and conditions before applying. Information about the Victorian Common Funding Agreement is available from <https://www.vic.gov.au/victorian-common-funding-agreement>. A BushBank specific commercial funding agreement may be prepared, and any successful applicants will also be required to enter into a memorandum of understanding with DELWP and Trust for Nature.

The PIP will be an attachment to the funding agreement which will detail the obligations, roles and responsibilities of all parties during project implementation and specify deliverables, milestones and payments for the duration of the project. The funding agreement will also include provisions that ensure:

- due process for site and landowner selection in line with this document
- a transparent approach for determining incentive payment amounts to landowners or if known, specify the agreed payment amount
- site assessments and suitable preparation, approval and delivery of native vegetation restoration plans
- appropriate appointment, selection and management of any sub-contractors
- appropriate monitoring, evaluation and reporting of planting and success rates.
- milestone payments will be made if:
  - the funding agreement has been signed by all parties
  - the delivery partner provides reports, or otherwise demonstrate that the activity is progressing as expected
  - other terms and conditions of funding continue to be met.

#### **4.2.2 Legislative and regulatory requirements**

The delivery partner is required to comply with all relevant Commonwealth and state/territory legislation and regulations, including but not limited to:

- *The Privacy Act 1988 (Commonwealth)*
- *The Freedom of Information Act 1982 (Vic)*
- *Occupational Health and Safety Act 2004 (Vic)*
- *Cultural Heritage Act 2006 (Vic)*
- *Planning and Environment Act 1987 (Vic), including planning and works requirements.*

#### **4.2.3 Tax implications**

Applicants should consult the Australian Taxation Office or seek professional advice on any taxation implications that may arise from this grant funding and must advise any landowners involved in the project to do the same.

Successful applicants without an ABN will need to provide a completed Australian Taxation Office form 'Statement by a Supplier' so that no withholding tax is required from the grant payment.

#### **4.2.4 Acknowledging the Victorian Government's support**

Successful applicants are expected to acknowledge the Victorian Government's support and promotional guidelines (<https://www2.delwp.vic.gov.au/grants>) will form part of the funding agreement. Successful applicants must liaise with the departmental program area to coordinate any public events or announcements related to the project.

#### **4.2.5 Monitoring**

Grant recipients are required to comply with project monitoring and reporting requirements as outlined in the funding agreement. This may include progress reports, site inspections, completion reports and acquittal documentation.

# Appendix A EOI response form

## Instructions to Invitees for completing this template.

1. All responses must be provided within the specified fields, replace the coloured text with your response
2. Invitees must respond to all sections of this template.
3. Invitees must include any attachments requested in this template (e.g. pdf maps, GIS data)

**Offer submitted by:** [Applicant name – main applicant]  
[list all other organisations included in any partnership application]

**Invitation title:** Delivery partner: BushBank private land restoration and protection

**Project Name:** [Project Name]

**Signed for and on behalf of the** [Applicant name- lead applicant]

I warrant that in submitting this response I have read and accept the conditions of the EOI

**Name of authorised person:**

**Position:**

**Address:**

**Email:**

**Telephone:**

**Signature of authorised person:**

**Date:**

## Contact details for further information (if different to the above)

**Name of contact person:**

**Position:**

**Email:**

**Telephone:**

## A.1 Applicant's information

### A.1.1 Lead applicant

Trading name	
Registered name	
Australian Business Number (or equivalent) and date of issue	
Australian Company Number (or equivalent) and date of issue	
Address of registered office	
Principal office in Victoria (if any)	
Entity Type (as per the Australian Business Registrar)	

### A.1.2 Other project partners (if applicable – add a new section for each partner)

Trading name	
Registered name	
Australian Business Number (or equivalent) and date of issue	
Australian Company Number (or equivalent) and date of issue	

### A.1.3 Roles, responsibilities and governance

Any application involving a partnership must detail the key roles and responsibilities of each partner and describe the proposed governance arrangements (e.g. who is the lead with final responsibility for delivery and who is supporting and with what role).

Organisation Name	Roles and Responsibilities

Governance arrangements	Insert brief description of proposed governance model [Word limit guide 100]
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### A.1.4 Quality assurance

Each application must describe how they will ensure quality restoration and the health and safety of all project participants

Quality assurance	Describe how quality project deliverables and OHS will be assured [Word limit guide 250]
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### A.1.5 Compliance Statement

The applicant must acknowledge their full compliance with Section 2 – Specifications. Where the applicant will not comply or only partially comply with any section(s), cross reference the specific section and state “will not comply” or “partially comply” and provide your reasoning the table below.

Section	Category (“will not comply/partially comply”)	Comment and reasoning

### A.1.6 Financial viability

Confirm that you have the financial capacity to meet the requirements of the EOI. Disclose any significant event, matter or circumstance that has occurred in the past three years which may affect your operations, or any significant matter of which you are aware that may affect your operations.

Financial viability	
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### A.1.7 For carbon co-funding

If your application includes carbon co-funding, confirm

Membership with the Carbon Market Institute	Including joining and expiry dates as applicable
Signatory to the Australian Carbon Industry Code of Conduct	Including joining and expiry dates as applicable
Australian financial services licence or valid exemption	Include details

## A.2 Applicants' expertise, experience and relationships

If the applicant is a partnership, detail which member(s) provides the expertise, experience and relationships.

### Expertise and experience

Expertise and experience in biodiverse native vegetation restoration projects in Victoria, including recruitment of landowners to participate in ecological restoration or other environmental projects

Describe your expertise and experience, include project planning and management, stakeholder engagement, site selection, site preparation, restoration activities, and monitoring and evaluation.

Include details of how landowners were recruited, and relationships maintained.

If carbon co-funding proposed – previous experience delivering carbon projects is considered essential and this must be detailed here

[Word limit guide 600]

Project examples that demonstrate this experience

Provide details of at least two past projects, include project name, location, area, budget and date of delivery of at least two projects delivered.

If carbon co-funding is proposed – at least one past project should involve carbon funding.

[Word limit guide 300]

Brief curriculum vitae for each member involved in the project

Including details of qualifications, expertise and experience of key delivery staff

[Word limit guide 200 per member]

### Relationships within project area(s)

**Any application that includes multiple project areas must include a separate response for each area**

Existing landowner networks within your project area(s).

Describe your existing networks and include examples of recent engagement activities. Provide an estimated number of landowners you have good networks or relationships with.

[Word limit guide 250]

Existing and planned partnerships with other **organisations** in your project area(s).

Detail organisations that are part of your application or are likely to be used during implementation (e.g. as a contractor).

Include any examples of previous projects delivered with these organisations.

[Word limit guide 250]

## A.3 Project information

**An application that includes multiple landscape areas must include a separate response for each landscape area, and detail if the project is dependent on all landscape areas being approved or is negotiable.**

Project name	
Project summary	Provide a summary of the project [Word limit guide 100]
Project description	Provide a more detailed project description – what is it about, what it hopes to achieve etc [Word limit guide 300]
Number of landscape areas	If more than one landscape area detail if your application is dependent on all landscape areas being approved as proposed or is negotiable

### Add a new section for each landscape area

Landscape area location	List the relevant DELWP region(s) and local government area(s)
Landscape area Bioregion	List the relevant bioregion(s)
General description of the landscape area	Briefly summarise the topography, main land uses (e.g. dairy, sheep, cropping as it relates to potential for viable seedbanks etc), climatic statistics, future climate predictions and how these relate to restoration success. Climate statistics are available from the BOM and future climate predictions can be viewed using Victoria's future climate tool available from the climate change website <a href="http://www.bom.gov.au/climate/averages/tables/ca_vic_names.shtml">http://www.bom.gov.au/climate/averages/tables/ca_vic_names.shtml</a> <a href="https://www.climatechange.vic.gov.au/victorias-changing-climate">https://www.climatechange.vic.gov.au/victorias-changing-climate</a> [Word limit guide 300]
Bushfire risks	Describe the current bushfire risk in your project area and any potential increase in this. Refer to these websites for assistance. <a href="https://bushfireplanning.ffm.vic.gov.au/">https://bushfireplanning.ffm.vic.gov.au/</a> <a href="https://www.safertogether.vic.gov.au/understanding-risk">https://www.safertogether.vic.gov.au/understanding-risk</a> [Word limit guide 300]
Extent of land to be restored	Provide an estimated extent of land (or a range) to be restored by the project. If your own land is proposed to be restored detail this extent separately to third parties' land.
Number of landowners expected to participate	Provide an estimated number of landowners expected to participate in the project.

### A.3.1 Carbon co-funding

An application that includes co-funding from carbon markets acknowledges and takes full responsibility for any additional monitoring or reporting requirements that arise from participation in the carbon market. These costs will not be funded by BushBank. These applications must also provide the following information.

Carbon market	List the applicable carbon market or standard and the anticipated source of the carbon funding [Word limit guide 100]
Carbon benefit	If known, provide the estimated carbon to be sequestered in CO <sub>2</sub> equivalent over the next 25 years. [Word limit guide 100]
Carbon revenue allocation	Detail over the life of the project the proportion of carbon revenue retained for project management, reporting and auditing and the proportion passed on to landowners. [Word limit guide 100]
Project timeline implications or considerations	Detail any critical timing considerations that the BushBank program needs to accommodate. For example, funding agreement signing and project registration with the Clean Energy Regulator [Word limit guide 100]

## A.4 Proposed project timing and implementation methods

**An application that includes multiple landscape areas must include a separate response for each**

Project timeline	Provide an estimate of the project delivery timeline, including when on-ground works are expected to begin, when planting or seeding will begin and when the restoration is expected to be established. [Word limit guide 100]
Landowner recruitment and relationship maintenance	Briefly describe the proposed method for recruiting landowners and managing relationships, with consideration of Trust for Nature's role in conservation covenant establishment and stewardship. Also describe how landowners who withdraw will be replaced. [Word limit guide 100]
Landowner incentives	Briefly describe how you envisage calculating incentive payments to landowners and how you will address issues of variation in benefit and variation in cost to optimise participation rates and maximise value for money. If an anticipated incentive amount is known, provide the \$/ha amount. [Word limit guide 200]
Seed and/seedling sourcing	Briefly describe where you intend to source seeds and seedlings and how available the mix of species with the correct provenances are likely to be. [Word limit guide 200]
On-ground works	Briefly describe the expected restoration methods (e.g. direct seeding or tube stock plantings or proportion mix of these) and who is likely to undertake the works (service provider, volunteers, delivery partner staff, landowners or a combination), noting that the delivery partner is responsible for restoration success, and that all works are expected to be conducted by or under the supervision of persons with restoration expertise. [Word limit guide 200]

## A.5 Expected project benefits

**An application must include a separate response for each landscape area that is included**

Landscape area location, methods and participation	
Landscape area location	Describe the project location in relation to the target landscape map, and where more than one priority value exists within the project area, estimate the hectares of restoration within each rank that the project will deliver. [Word limit guide 250] Attach a suitable pdf map that clearly shows the project area and a GIS shapefile.
Local biodiversity benefits	Describe the local biodiversity benefits that the project will deliver, include any specific objectives for the project e.g. threatened species benefits, increased connectivity, improvements to habitat or landscape function and any alignment with existing conservation plans and strategies (including Biodiversity Response Planning and Species Recovery Plans) [Word limit guide 250]
Expected carbon outcomes, derived from EVC and restoration type	The carbon benefit of the project will depend on the vegetation type to be restored considering current vegetation at the site. Describe the vegetation types or EVC's that are expected to be restored across the project area and estimate the extent of each type and the proportion of revegetation, supplementary planting and assisted regeneration. A reasonable range of extent can be provided. [Word limit guide 250]
Broader benefits	Describe any broader benefits that the project may achieve including: <ul style="list-style-type: none"> <li>• First Peoples' opportunities (including capacity building, knowledge sharing, on-ground works)</li> <li>• Community involvement including estimated volunteer hours and potential jobs</li> <li>• Building partnerships</li> <li>• Any in-kind benefits</li> <li>• Other social benefits</li> </ul> [Word limit guide 250]

## A.6 Project budget and co-funding

Include informed estimates of the required project budget against all of the categories described in the table below. Include more detail if available (e.g. an estimation of each sub-component) and potential budget phasing over the course of the project if known at this time.

Project costs	Total Cost	BushBank	Co-Funding
Planning, administration and co-ordination and monitoring, evaluation and reporting			
Landowner engagement, site assessment and native vegetation restoration plan development			
On-ground works (site prep, seeds, seedlings, planting, fencing etc)			
Incentive payments for landowners			
Other – specify details if applicable			
<b>TOTAL</b>			

Total budget	Describe your level of confidence in the proposed budget and any potential margin for variation. Provide details of any pricing principles adopted in determining the pricing for this procurement and how you propose to ensure value for money is continually offered. [Word limit guide 250]
Co-funding	Describe the potential or known co-funding source (carbon, philanthropic etc). Include information on the degree of certainty of obtaining that co-funding (acknowledging that at the EOI stage this may not have been secured), and what entity or business is providing the funding. Include any additional requirements that will need to be met to secure that co-funding, and any consequences this may have on the timing or otherwise implementing the project. [Word limit guide 250]
Additionality	If co-funding is proposed, describe how the outcomes of combining the funding will be additional to those than could be expected by investing these funding pools individually (e.g., the project would not be viable without the BushBank funding; the co-funding would be unlikely to be accessed in the absence of the BushBank funding; greater efficiencies will enable more hectares to be restored than would be available individually) [Word limit guide 250]

### A.6.1 Project Implementation Plan preparation

If you will require funding to prepare the implementation plan specify the tasks and required budget in the table below

Item	Cost
TOTAL budget	
In-kind or co-funding	
<b>TOTAL requested from BushBank</b>	

## A.7 Project Risk Management

Risk management system.	Do you have a risk management system to manage risk in accordance with Australian/New Zealand ISO 31000:2018 Risk management — Guidelines <input type="checkbox"/> Yes <input type="checkbox"/> No If no, describe how will you manage risk for the project to fulfil the requirements of ISO 31000:2018 Risk management — Guidelines. <a href="#">[Word limit guide 250]</a>
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### A.7.1 Preliminary risk assessment

Risk assessment involves identifying specific risks and documenting the likelihood and consequence of a risk occurring. The likelihood of a risk occurring, and the consequence of the risk determines the level of action required by the delivery partner. Complete a preliminary risk assessment by completing the below tables below, using the risk matrices provided in Appendix C. Applicants must respond to risks 1-4 plus identify any additional risks which will require management for successful project delivery

### A.7.2 Project risk register

List the **project risks** that could have an impact on the delivery of the intended outcomes.

ID	Risk	Consequence rating (1-5)	Likelihood rating (1-5)	Risk rating (low, moderate, significant, high)
1	Project fails to achieve the spatial extent of restoration originally proposed			
2	Project is unable to recruit sufficient landowners to participate			
3	Restoration fails within first 5 years of planting			
4	Delivery partner partnership fails (where the delivery partner is proposed as partnership)			
5				

### A.7.3 Project risk mitigation

Outline any **existing controls** or **proposed risk mitigation strategies** and the subsequent revised risk ratings for each risk identified.

ID	Risk action (retain, reduce, transfer, share, avoid)	Existing control or proposed mitigation action	Revised consequence rating (1-5)	Revised likelihood rating (1-5)	Revised risk rating (low, moderate, significant, high)
1					
2					
3					
4					
5					

## A.8 Referees

Provide two referees that DELWP could contact regarding your ability to deliver your proposed project.

Name and contact details:

Name of past project/work undertaken:

Nature of relationship:

Period:

Name and contact details:

Name of past project/work undertaken:

Nature of relationship:

Period:

## Appendix B Project Implementation Plan

This Appendix specifies the minimum information anticipated to be included in the Project Implementation Plan, should an applicant be selected as a shortlisted applicant. It is expected that information from the EOI be verified or updated:

Project name	
Project owner	
Project partners (if applicable)	Specify all parties involved including their role and responsibility
Project governance	Detail governance arrangements where project partners are involved
Project assurance	Detail policies, processes and procedures to manage quality project deliverables and demonstrate how OHS will be managed and assured Attach an OHS plan, including a COVID-safe plan
Project location	Include a map and update the shapefile(s) of the proposed project location
Project summary	Update to account for any change to the project location and extent
Project description	Update to account for any change to the project location and extent
Detailed project budget, including any in-kind support and committed co-funding and sources of that funding	Update from the broad EOI budget and provide more details, including confirmation on previously unconfirmed co-funding. The budget should generally align with the EOI budget unless the original scope of the project has changed following negotiations with DELWP. The budget should detail tasks and funding required per financial year. This must align with milestones and deliverables detailed in the project timeline.
Project risk management systems and risk assessment	Describe risk management systems and update the risk assessment – noting this should be reviewed annually for the duration of the project.
Extent of land to be restored across the project	Minimum restoration extent detailing hectares of EVC types and restoration type (revegetation, supplementary planting and assisted regeneration)
Number of landowners expected to participate across the project	Anticipated number of landowners expected to participate in the project.
Project timeline – specify milestones and deliverables for each stage of delivery	Detail the estimated timeline of project delivery from date of funding agreement including: <ul style="list-style-type: none"> <li>• any further project planning</li> <li>• landowner recruitment</li> <li>• site selection</li> <li>• site preparation</li> <li>• planting</li> <li>• monitoring and evaluation</li> <li>• project completion (restoration established at all sites).</li> </ul>
Landowner recruitment, incentive payments and relationship maintenance	Detail the method for recruiting landowners in a landowner outreach plan and describe how incentive payments to landowners will be calculated. Describe the method for addressing issues of variation in benefit, variation in cost to optimise participation rates and maximise value for money. Describe whether landowners will be paid a fixed amount within a target landscape (which may vary according to set criteria, such as land size land capability/value etc.), or whether landowners are expected to nominate their desired payment (tender-style project). If a fixed amount is planned, specify the estimated price/ha.
Site selection method	With consideration of the specifications, describe the prioritising and restoration sites selection process.
Seed and/seedling sourcing	Describe where you intend to source seeds and seedlings and how available the mix of species with the correct provenances are likely to be.

## On-ground works

Detail the planned restoration methods (e.g. direct seeding or tube stock plantings or proportion mix of these) and supporting on-ground works (e.g. soil preparations, fencing, weed control, pest control) that are required within the project area.

Attach a template native vegetation restoration plan.

Describe who will do the on-ground works (service provider, volunteers, delivery partner staff, landowners or a combination) and how you will ensure quality of native vegetation restoration works undertaken.

## For each landscape area included in the project

Landscape area name

Landscape area Bioregion

List the relevant bioregion(s)

Extent of land to be restored in the landscape area

Detail the extent of land to be restored by the project. If your own land is proposed to be restored detail this extent separately to third parties' land. Include a breakdown by EVC type and by restoration type

Description of landscape area

Summary of the topography, main land uses (e.g. dairy, sheep, cropping as it relates to potential for viable seedbanks etc), climatic statistics, future climate predictions and how these relate to restoration success.

Description of bushfire risk

Describe the current bushfire risk in your project area and any potential increase in this. Refer to these websites for assistance.

Local biodiversity benefits

Describe the local biodiversity benefits that the project will deliver, include any specific objectives for the project

Expected carbon outcomes, derived from EVC and restoration type

Describe the vegetation types or EVC's that are expected to be restored across the project area and estimate the extent of each type and the proportion of revegetation, supplementary planting and assisted regeneration.

Broader project benefits

Describe any broader benefits that the project may achieve

Any timeframe nuances for the landscape area

Describe any landscape area timeframes that are different to those specified for the project

Any specific incentive payment information for the landscape area

Describe any landscape area incentives that are different to those specified for the project

A project that includes co-funding from carbon markets acknowledges and takes full responsibility for any additional monitoring or reporting requirements that arise from participation in the carbon market. These costs will not be funded by BushBank. The PIP should include an update of the information provided in the EOI as required and include a description of:

Carbon market and estimated sequestration benefit	List the applicable carbon market or standard and the estimated carbon to be sequestered in CO <sub>2</sub> equivalent over the next 25 years.
Carbon revenue allocation	Detail over the life of the project the proportion of carbon revenue retained for project management, reporting and auditing and the proportion passed on to landowners
Project timeline implications or considerations	Detail any critical timing considerations that the BushBank program needs to accommodate. For example, whether agreement signing must be delayed to after project registration with the Clean Energy Regulator

## Appendix C Risk assessment matrices

### C.1.1 Ascertain the Likelihood Rating

Rating	%	Description
1. Rare	0-4	<ul style="list-style-type: none"> <li>Event may occur only in exceptional circumstances.</li> </ul>
2. Unlikely	5-19	<ul style="list-style-type: none"> <li>The event could occur at some time, there is little opportunity, reason or means to occur.</li> </ul>
3. Possible	20-49	<ul style="list-style-type: none"> <li>The event might occur, there is some opportunity, reason or means to occur.</li> </ul>
4. Likely	50-79	<ul style="list-style-type: none"> <li>The event is likely to occur in most circumstances, there is considerable opportunity, reason or means for the event to occur.</li> </ul>
5. Almost certain	80-100	<ul style="list-style-type: none"> <li>The event is expected to occur in most circumstances, there is a great opportunity, reason or means to occur.</li> </ul>

### C.1.2 Ascertain the Consequence Rating

Consequence	Score	Consequence Definition
Negligible Harm	1	<ul style="list-style-type: none"> <li>The consequences are dealt with by routine procedures.</li> </ul>
Minor Harm	2	<ul style="list-style-type: none"> <li>Would threaten the efficiency or effectiveness of some aspect of the project but can be dealt with internally.</li> <li>It has low community sensitivity.</li> </ul>
Moderate Harm	3	<ul style="list-style-type: none"> <li>Would not threaten the project but would mean that the project may be subject to significant review and a change to contract.</li> <li>It has moderate community sensitivity.</li> </ul>
Major Harm	4	<ul style="list-style-type: none"> <li>Would threaten the effective delivery of the project and cause reputational harm.</li> <li>It has significant community sensitivity.</li> </ul>
Extreme Harm	5	<ul style="list-style-type: none"> <li>Would threaten the survival of the project and cause significant reputational harm.</li> </ul>

### C.1.3 Determine the Level of Risk

Once the consequence and likelihood ratings have been determined for each risk, it can then be assessed against this risk matrix to establish the overall level of risk.

		Consequence				
Likelihood		Negligible (-1)	Minor (-2)	Moderate (-3)	Major (-4)	Extreme (-5)
	Almost Certain (5)	Medium	Significant	High	High	High
	Likely (4)	Medium	Medium	Significant	High	High
	Possible (3)	Low	Medium	Medium	Significant	High
	Unlikely (2)	Low	Low	Medium	Medium	Significant
	Rare (1)	Low	Low	Low	Medium	Significant