



Australian Government
Director of National Parks

BUSH BLITZ FIELDWORK AGREEMENT

Between

XXX

Comment [A1]: Insert name of Land Management Organisation / Land Owner

And

DIRECTOR OF NATIONAL PARKS

in relation to

Bush Blitz Species Discovery Programme – Species Discovery Survey at XXX

Comment [A2]: Insert property name

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Comment [A3]: Insert Land Manager

PARTIES

XXX [ABN XXX] of [insert business address] (XXX)

and

DIRECTOR OF NATIONAL PARKS [ABN 13 051 694 963] GPO Box 787
Canberra ACT 2601 (DNP)

Comment [A4]: Insert name of land management organisation

Comment [A5]: Insert abbreviation for land management organisation

BACKGROUND

A. DNP is undertaking a Research Project as set out in Item A of the Schedule.

B. XXX.

Comment [A6]: Insert Abbreviation of Indigenous Land Manager and details of its main purpose.

C. XXX (as landowner) grants permission to DNP under the terms and conditions of this Agreement to access XXX to carry out the Research Project.

Comment [A7]: Insert Abbreviation of Indigenous Land Manager

Comment [A8]: Insert name of property.

OPERATIVE PART

1. Interpretation

1.1 In this Agreement, unless the contrary intention appears:

Aboriginal means people of Aboriginal descent who identify as Aboriginal and are accepted as such in the community where he or she lives or comes from.

Aboriginal Cultural and Intellectual Property means the intangible and tangible aspects of cultural practices, resources and knowledge systems developed, nurtured and refined by a particular group of Aboriginal people and passed on by them as part of expressing their cultural identity, including: literary, performing and artistic works (such as music, dance, song, ceremonies, symbols and designs, narratives and poetry); languages; scientific, agricultural, technical and ecological knowledge; spiritual knowledge, all items of moveable cultural property; Aboriginal ancestral remains; Aboriginal human genetic material; immovable cultural property (including Indigenous sites of significance, sacred sites and burials); and documentation of Aboriginal peoples' heritage in all forms of media (including scientific, ethnographic research reports, papers and books, films, sound recordings).

Confidential Information means:

- (a) the Information described in Item I [*Confidential Information*];
- (b) the Information that is agreed between the Parties after the commencement of this Agreement as constituting Confidential Information for the purposes of this Agreement; and
- (c) Information that is obtained by DNP in the course of conducting the Research Project, from or about

Aboriginal people, including Traditional Owners, which DNP is made aware by XXX or the Traditional Owners is reasonably regarded as confidential or is of a commercially or culturally sensitive nature to XXX or Traditional Owners,

Comment [A9]: Insert Abbreviation of Indigenous Land Manager

Comment [A10]: Insert Abbreviation of Indigenous Land Manager

Fieldwork Sites	means the sites in which the species discovery surveys will be undertaken on the Property as part of the Research Project.
Free, Prior and Informed Consent	means consent given when all relevant information has been provided to Aboriginal People to allow them to make decisions freely, without coercion. This means having the right to say “no” to a project, including the right to withdraw consent given to a project.
Intellectual Property	includes all copyright (including rights in relation to phonograms and broadcasts), all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), designs, and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields but does not include Moral Rights, the rights of performers or rights in relation to Confidential Information;
Material	includes information and the subject matter of any category of Intellectual Property rights or Aboriginal Cultural and Intellectual Property;
Moral Rights	includes the following rights of an author of copyright Material: (a) the right of attribution of authorship; (b) the right of integrity of authorship; and the right not to have authorship falsely attributed;
Personnel	means a party's officers, employees, agents, contractors, contractor staff or professional advisers engaged in the performance or management of this Agreement or the Research Project;
Property	means the property described in Item A of the Schedule [<i>Property</i>]
Research Material	means all Material: (a) brought into existence as part of, or for the purpose of conducting the Research Project; (b) derived at any time from the Material referred to in paragraph (a), but does not include material or recordings containing Aboriginal Cultural or Intellectual Property.
Research Project	means the project described in Item B of the Schedule [<i>Research Project</i>];
Traditional Owners	means those Aboriginal people who have in accordance with Aboriginal tradition, a social, economic and spiritual affiliation with, and responsibilities for, all or any part of the land and waters and related Aboriginal Cultural and Intellectual Property, which is involved in the Research Project.

1.2 In this Agreement:

- (a) a reference to XXX includes XXX's Personnel and a reference to DNP includes DNP's Personnel unless the context requires otherwise;
- (b) words importing persons include a partnership and a body whether corporate or otherwise;
- (c) word in the singular include the plural and words in the plural include the singular;
- (d) if a part of the Agreement is read down or severed the other provisions of the Agreement are not affected;
- (e) reference to an Item is to an Item in the Schedule, and the Schedule and any attachments form part of this Agreement; and

Comment [A11]: Insert Abbreviation for Indigenous Land Manager

Comment [A12]: Insert institution's name

(f) where any conflict arises between the terms and conditions contained in the clauses of this Agreement and any part of the Schedule (and attachments if any), the terms and conditions of the clauses prevail.

1.3 This Agreement records the entire agreement between the parties in relation to the subject matter.

1.4 No variation of this Agreement is binding unless it is agreed in writing between the parties.

1.5 This Agreement will be construed in accordance with the laws of the Australian Capital Territory.

2. Commencement and Duration

2.1 This Agreement will start on the date the last party signs this Agreement and, unless terminated earlier in accordance with this Agreement, will finish at the end of the period set out in Item E [*Agreement Duration*].

3. Permission to access the Property and Selection of Fieldwork Sites

3.1 XXX gives DNP permission to access the Property during the fieldwork period set out in Item E of the Schedule [*Fieldwork Period*] for the purposes of carrying out the Research Project.

Comment [A13]: Insert Abbreviation for Indigenous Land Manager

3.2 XXX acknowledges that Fieldwork Sites will only be identified by DNP once DNP personnel are on site and conditions of the Property can be assessed.

Comment [A14]: Insert Abbreviation for Indigenous Land Manager

3.3 DNP agrees that Fieldwork Sites will be established in consultation with XXX Personnel and Traditional Owners and consideration will be given to sites that are of interest for land management or cultural purposes.

Comment [A15]: Insert Abbreviation for Indigenous Land Manager

3.4 DNP agrees that Fieldwork Sites will not be established in restricted areas notified by XXX in accordance with clause 3.4 or culturally sensitive sites notified by Central Desert Personnel or Traditional Owners during the consultation process set out in clause 3.2 even where those sites were not previously notified by Central Desert.

Comment [A16]: Insert Abbreviation for Indigenous Land Manager

3.5 XXX will notify DNP prior to the commencement of the fieldwork period of any restricted areas within the Property where fieldwork can not be conducted.

Comment [A17]: Insert Abbreviation for Indigenous Land Manager

3.6 DNP will notify XXX of the Fieldwork Sites once they have been selected.

Comment [A18]: Insert Abbreviation for Indigenous Land Manager

4. Carrying out the Research Project

4.1 DNP will undertake the Research Project detailed in Item B [*Research Project*] of the Schedule on the Property.

4.2 DNP will ensure that DNP Personnel meet, as applicable, all the requirements of relevant:

- (a) collection permits;
 - (b) animal ethics approvals, codes and guidelines; and
 - (c) academic guidelines,
- in relation to carrying out the Research Project.

Comment [A19]: Insert Abbreviation for Indigenous Land Manager

4.3 XXX acknowledges that all fauna specimens from this Research Project, where possible and appropriate, will be deposited with XXX, and all flora specimens will be deposited in the XXX.

Comment [A20]: Insert name of institution

Comment [A21]: Insert name of institution

4.4 DNP will consult regularly with XXX about the progress of the Research Project.

Comment [A22]: Insert Abbreviation for Indigenous Land Manager

4.5 DNP and their Personnel will comply with all cultural protocols set out in Item J of the Schedule as well as all other cultural protocols notified by XXX Personnel or Traditional Owners while DNP is carrying out Research Project.

Comment [A23]: Insert Abbreviation for Indigenous Land Manager

4.6 DNP acknowledges that some survey sites may only be accessed in the company of Traditional Owners.

4.7 DNP Personnel will not disturb or remove material identified as cultural material by XXX Personnel or Traditional Owners without permission from Traditional Owners.

Comment [A24]: Insert Abbreviation for Indigenous Land Manager

5. XXX Assistance

Comment [A25]: Insert Abbreviation for Indigenous Land Manager

5.1 XXX agrees to assist with the Research Project as set out in Item C of the Schedule [XXX Assistance].

Comment [A26]: Insert Abbreviation for Indigenous Land Manager

5.2 Fees and Expenses

5.2.1 DNP will pay XXX a financial contribution towards expenses incurred by XXX as a result of providing the assistance under clause 5.1 as set out in Item C of the Schedule [XXX Assistance].

Comment [A27]: Insert Abbreviation for Indigenous Land Manager

Comment [A28]: Insert Abbreviation for Indigenous Land Manager

5.2.2 Payment by DNP will be made after receipt of a correctly rendered tax invoice made out to DNP that sets out:

- (a) XXX's name and ABN;
- (b) a reference to this Agreement;
- (c) description of the expense incurred;
- (d) amount of GST included in the invoiced value (if any); and
- (e) name of the DNP Representative in clause 16.

6. Media and Promotions

6.1 DNP agrees to work in partnership with XXX and Traditional Owners to develop shared key messages and to identify media opportunities in accordance with Item H of the Schedule.

Comment [A29]: Insert Abbreviation for Indigenous Land Manager

6.2 Each Party agrees that it will acknowledge the other Party and the Bush Blitz funding partners in accordance with Item H [Media and Promotions] of the Schedule in any public comment or publication made in respect of the Research Project.

6.3 DNP and DNP Personnel agree not to photograph, or make video, film or sound recordings of Aboriginal person(s) or XXX personnel except in accordance with a consent given by that person (**Attachment B**). Images, recordings or transcripts of such recordings will only be used by DNP for media and promotion of the Research Project, including public reports, in accordance with that consent.

Comment [A30]: Insert Abbreviation for Indigenous Land Manager

6.4 DNP agrees to provide XXX with selected images taken during the Research Project under the licence set out in clause 7.5.

Comment [A31]: Insert Abbreviation for Indigenous Land Manager

6.5 DNP further agrees that:

- (a) XXX may provide Traditional Owners with copies of the images provided under clause 6.4 above; and
- (b) XXX may use the images provided under clause 6.4 above in material created by or for XXX, including brochures and newsletters.

Comment [A32]: Insert Abbreviation for Indigenous Land Manager

Comment [A33]: Insert Abbreviation for Indigenous Land Manager

Comment [A34]: Insert Abbreviation for Indigenous Land Manager

7A. Aboriginal Cultural and Intellectual Property

7A.1 DNP agrees that the collection and/or recording of Aboriginal Cultural and Intellectual Property will only be undertaken following the Free, Prior and Informed Consent of Traditional Owners (Attachment B).

7A.2 DNP agrees that all Aboriginal Cultural and Intellectual Property either collected or recorded by DNP remains the property of Traditional Owners.

7A.3 DNP agrees that Traditional Owners may designate certain Aboriginal Cultural and Intellectual Property as Confidential, in which case DNP agrees that if that information or material has been recorded it will be returned to XXX and will not be included in the Research Material.

Comment [A35]: Insert Abbreviation for Indigenous Land Manager

7A.4 DNP agrees to only use Aboriginal Cultural and Intellectual Property for the purposes of the Survey Report, Bush Blitz Final Report and the Film Footage and then only in accordance with the consent obtained under clause 7A.1.

7A.5 DNP agrees to provide XXX with a draft copy of the Survey Report and the Bush Blitz Final Report (the Proposed Publication) prior to publication. XXX may, within 30 days of receiving the Proposed Publication, object, or provide other comment on the Proposed Publication if:

Comment [A36]: Insert Abbreviation for Indigenous Land Manager

Comment [A37]: Insert Abbreviation for Indigenous Land Manager

(a) the Proposed Publication contains Confidential Information belonging to XXX or the Traditional Owners;

Comment [A38]: Insert Abbreviation for Indigenous Land Manager

(b) the Proposed Publication contains material that is inconsistent with any limitations or restrictions imposed on DNP in accordance with this Agreement; or

(c) XXX reasonably believes that the Publication would harm, prejudice or in any other way injure any Traditional Owner's interest in Aboriginal Cultural and Intellectual Property.

Comment [A39]: Insert Abbreviation for Indigenous Land Manager

7. Intellectual Property

7.1 Clause 7 does not affect the ownership of Intellectual Property in any Material which came into existence prior to the commencement of this Agreement.

7.2 Intellectual Property in all Research Material shall, upon creation, vest in DNP.

7.3 DNP agrees to make the Research Material, including point data, location of species, species lists and images, available to XXX in accordance with this Agreement under a Creative Commons Attribution Licence (CC-BY 3.0) as detailed at <http://creativecommons.org/licenses/by/3.0/au/legalcode>

Comment [A40]: Insert Abbreviation for Indigenous Land Manager

7.4 When using Research Material or images provided by DNP under this Agreement, XXX agrees to attribute DNP as follows:

Comment [A41]: Insert Abbreviation for Indigenous Land Manager

Information/Data/Image provided courtesy of Bush Blitz, a partnership between the Australian Government, BHP Billiton Sustain Communities and Earthwatch Australia.

7.7 DNP will provide XXX with a copy of the final report arising from the Research Project as well as a Plain English summary.

Comment [A42]: Insert Abbreviation for Indigenous Land Manager

7.8 Survey data will be uploaded onto the Online Zoological Collections of Australian Museums (<http://ozcam.org.au>) and Australia's Virtual Herbarium (<http://avh.chah.org.au>), which are publicly accessible databases.

7.9 DNP will make Bush Blitz reports publicly available online at <<http://bushblitz.org.au>>.

7.10 This clause will survive the expiration or termination of this Agreement.

8. Indemnity

8.1 XXX indemnifies DNP from and against liability in respect of all actions, claims, demands, costs and expenses incurred by DNP, and for all loss or damage to DNP property, arising from:

- (a) an act or omission of XXX; or
- (b) a breach by XXX of this Agreement

except to the extent that an act or omission of DNP contributed to the relevant liability, loss or damage.

Comment [A43]: Insert Abbreviation for Indigenous Land Manager

Comment [A44]: Insert Abbreviation for Indigenous Land Manager

Comment [A45]: Insert Abbreviation for Indigenous Land Manager

8.2 DNP indemnifies XXX from and against liability in respect of all actions, claims, demands, costs and expenses incurred by XXX, and for all loss or damage to XXX property caused by a negligent act or omission of DNP while on the Property, except to the extent that an act or omission of XXX contributed to the relevant liability, loss or damage.

Comment [A46]: Insert Abbreviation for Indigenous Land Manager

Comment [A47]: Insert Abbreviation for Indigenous Land Manager

Comment [A48]: Insert Abbreviation for Indigenous Land Manager

Comment [A49]: Insert Abbreviation for Indigenous Land Manager

9. Insurance

9.1 Each Party agrees to obtain and maintain the following insurance for the duration of this Agreement:

- (a) public liability and professional indemnity insurance cover appropriate and sufficient to cover the activities of that Party anticipated under the terms of this Agreement; and
- (b) workers' compensation insurance covering any liability, loss, claim or proceedings whatsoever, whether arising by virtue of any law relating to workers' compensation insurance, employers' liability or accident compensation legislation, or at law, by any person employed by the Party for the purpose of performing obligations of that Party under this Agreement.

10. Confidential Information

10.1 Subject to clause 10.5, a Party must not, without the prior written approval of the other Party, disclose, any Confidential Information of that other Party to a third party.

10.2 A Party may impose any conditions or restrictions it considers appropriate when giving its approval under clause 10.1 and the disclosing Party must comply with any such conditions.

10.3 The obligations on the Parties under this clause 10 will not be taken to have been breached to the extent that the Confidential Information is authorised or required by law to be disclosed. In particular, but without limitation, the obligations in this clause 10 will not be taken to have been breached to the extent that Confidential Information:

- (a) is disclosed by DNP to the responsible Minister;
- (b) is disclosed by a Party in response to a request by a House or Committee of the Parliament of the Commonwealth of Australia;
- (c) is in the public domain other than due to a breach of this clause 10.

10.4 Where a Party discloses Confidential Information to another person pursuant to clause 10.3, the disclosing Party must notify the receiving person that the information is confidential.

11. Dispute Resolution

11.1 The Parties agree to use their best endeavours to resolve any dispute arising from this Agreement via direct negotiation, and if no resolution results from direct negotiation, the Parties agree to engage in mediation or another form of alternative dispute resolution before initiating any legal proceedings.

11.2 This clause does not preclude either party from commencing legal proceedings for urgent interlocutory relief.

12. Termination

12.1 Each Party may terminate this Agreement at any time for any reason by giving the other Parties one month's prior notice.

12.2 DNP may terminate this Agreement:

- (a) if the DNP's key Personnel are unable to perform the Research Project;
- (b) if the funding for the Research Project is withdrawn;
- (c) if the scope of the Research Project is amended so it no longer relates to the Properties; or
- (d) if DNP is unable to conduct the Research Project at all within the Properties.

12.3 XXX may terminate this Agreement immediately if XXX reasonably considers that DNP Personnel have put, or are likely to intentionally put:

- (a) XXX Personnel;
 - (b) Traditional Owners;
 - (c) Sites or areas of cultural significance or
 - (d) the environment,
- at risk of substantial harm while on the Property.

Comment [A50]: Insert Abbreviation for Indigenous Land Manager

Comment [A51]: Insert Abbreviation for Indigenous Land Manager

Comment [A52]: Insert Abbreviation for Indigenous Land Manager

12.4 Termination of this Agreement for whatever cause shall be without prejudice to any rights or obligations that have accrued and are owing prior to such termination, including but not limited to payments of money.

12.5 Clauses 7A, 7, 8 and 10 survive the expiration or termination of this Agreement along with any other provision which by its nature survives termination or expiry of this Agreement.

13. Negation of Employment, Partnership and Agency

13.1 Parties are not by virtue of this Agreement an officer, employee, partner or agent of the other Party, nor does one Party have any power or authority to bind or represent the other Party.

14. Waiver

14.1 If a Party does not exercise (or delays in exercising) any of its rights, that failure or delay does not operate as a waiver of those rights.

14.2 A single or partial exercise by a Party of any of its rights does not prevent the further exercise of any right by that Party.

14.2 In this clause, 'rights' means rights or remedies provided by this Agreement or at law.

15. Assignment

15.1 Both Parties agree not to assign its rights and obligations under this Agreement without prior approval in writing from the other Party.

16. Notices

16.1 A notice under this Agreement must be in writing, and:

- (a) if given by [XXX] to DNP – signed by a senior staff member of [XXX] and addressed to the DNP's Representative set out below or as otherwise notified by DNP:

Jo Harding
Bush Blitz Manager
Department of the Environment
GPO Box 787
Canberra ACT 2601
Telephone: 02 6250 9443
Email: jo.harding@environment.gov.au

Comment [A53]: Insert Abbreviation for Indigenous Land Manager

Comment [A54]: Insert Abbreviation for Indigenous Land Manager

- (b) if given by DNP to [XXX] – signed by the DNP's Representative and addressed to [XXX]'s Representative set out below or as otherwise notified by [XXX]:

[Name]
[Position]
[Organisation]
[Address]
[Phone]
[Email]

Comment [A55]: Insert Abbreviation for Indigenous Land Manager

Comment [A56]: Insert Abbreviation for Indigenous Land Manager

Comment [A57]: Insert Abbreviation for Indigenous Land Manager

EXECUTED AS AN AGREEMENT

THE DIRECTOR OF NATIONAL PARKS

Executed by its duly authorised officer
in the presence of:

Witness signature

Signature of authorised officer

Name of Witness

Name and position

Date

XXX

Comment [A58]: Insert name of Land Management Organisation

Executed by its duly authorised officer
in the presence of:

Witness signature

Signature of authorised officer

Name of Witness

Name and position

Date

THE SCHEDULE

A. Property

XXX

Comment [A59]: Insert name of property and state.

B. Research Project

Title of Research Project

“Bush Blitz”

Description of Research Project

DNP wishes to undertake biodiversity surveys at sites within the Property as part of Bush Blitz. This will include the fieldwork survey that will take place between XXX and will involve Key Personnel (as outlined at D of this Schedule), Traditional Owners and XXX personnel.

Comment [A60]: Insert dates

Comment [A61]: Insert Abbreviation for Indigenous Land Manager

Bush Blitz is a continent-wide, biodiversity discovery partnership between the Australian Government (through the Australian Biological Resources Study), BHP Billiton and Earthwatch Australia. Bush Blitz collects and identifies plants, invertebrates and a limited number of vertebrates. The main focus of collecting is on the Bush Blitz target taxa (dragonflies, moths, true bugs, snails, spiders, reptiles, amphibians, flowering plants, lichens); however, institutional and land manager priorities are also included each survey where possible.

The main goal of Bush Blitz is to search for new species of plants and animals, document the biodiversity in an area including pest species, and provide data to land managers. Voucher specimens are taken of plants and animals to enable identification, clarify their taxonomy and provide reference material for further research. Vouchering involves euthanizing of animals. Bush Blitz are also working in collaboration with CSIRO to collect soils samples for the BASE project, which is documenting the microbes in soils across Australia.

CHOOSE ONE OF THE FOLLOWING PARAGRAPHS AS APPROPRIATE

BHP Billiton employees will be a part of the XXX Bush Blitz. Each year Bush Blitz takes eight BHP Billiton employees on a survey to work alongside scientists. The BHP Billiton employees receive a unique professional development experience that stimulates their understanding of biodiversity survey, allows them to develop networks with other like-minded colleagues and scientists, and develop new skills.

Comment [A62]: Choose either this paragraph or the one below if needed

Comment [A63]: Insert name of expedition

OR

Bush Blitz TeachLive will be a part of the XXX Bush Blitz. Each year Bush Blitz takes five teachers on a survey to work alongside scientists. While out there they teach live back to their students in the classroom via Skype, email and daily blogs. The teachers receive a unique professional development experience that stimulates their understanding of taxonomy, allows them to develop networks with other like-minded teachers and scientists, and develop new skills and ideas to bring back into the classroom. Students are able to take a virtual expedition with their teachers helping them to engage in science, and see their teachers as science role models and connect with scientists as real people.

Comment [A64]: Insert name of expedition

Methods

DNP will establish a base and field laboratory at XXX. The team will be equipped with 4WD vehicles. Survey techniques will be varied to cover a number of different flora and fauna groups. Voucher specimens will be collected of both flora and fauna specimens in accordance with the Bush Blitz Vouchering policy at Attachment A.

Comment [A65]: Insert location

The following table summarises the various techniques that could be used.

Trapping/ Collecting techniques	Used for trapping/collecting	Short Description
Vertebrates	Reptiles, amphibians and small mammals	Harp traps, Elliot traps, funnel traps, Pitfall traps, hand collecting and spotlighting at night
Hand searching/ netting	Most insect groups, as well as other arthropods and associated plants	Picked by hand, caught in a hand net or respirator. Collecting insects falling onto a sheet after spraying the bark of dead branches, logs and live tree trunks
Malaise trapping	Mostly flying insects	Flight intercept trap made of netting, hung across insect flight paths. Specimens collected into Ethanol
Light trapping	Primarily moths and true bugs	A white sheet with a UV lamp nearby attracts specimens which can then be collected by hand
Sweeping netting	Flies, Butterflies, Dragonflies, True Bugs	Sweeping bushes and grass with a hand net
Beating	True Bugs, Thrips	Collecting insects falling onto a sheet after beating host plants
Berlese trapping	Primary wingless hexapods and myriapods, as well as larvae of other groups	Soil/leaf litter collected into funnels, with a light applied to the top, forcing any specimens to fall down into preserving fluid at the bottom.
Pitfall and hand searching	Spiders	Some spiders are ground dwelling hunters and best caught with small pitfall traps (cup sized) topped up with propylene glycol. Hand collecting and collecting litter is used to catch the smaller less mobile species.
Hand searching in leaf litter	Land Snails	Land snails are collected by hand from under logs and bark (on the ground and on standing trees), under other ground debris and among accumulated litter. In each discrete area a collection of leaf litter is made for sieving and sorting for snails. Freshwater gastropods are collected by hand and using hand nets.
Vascular Plant vouchering	Vascular Flora	Broad-scale floristic survey techniques (e.g. transects, quadrates and general 'walk throughs' of an area) will be employed, in order to survey

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Support Staff

Name	Position	Contact

E. Agreement Duration

Completion by XXX

F. Fieldwork Period

Fieldwork to take place on the Property from XXX.

G. Fieldwork Sites

Fieldwork surveys are proposed to take place across the Property.

Fieldwork sites will be identified once DNP is on the Property and the condition of areas is assessed.

XXX will identify areas of the Property prior to commencement to which access for the purposes of fieldwork by Key Personnel is restricted.

Comment [A69]: Insert Abbreviation for Indigenous Land Manager

H. Media and Promotions

DNP will work closely with XXX, Traditional Owners, BHP Billiton Sustainable Communities and Earthwatch Australia as well as other participating organisations to develop a media plan prior to the survey with agreed key messages, and to generate media opportunities. The media plan will promote Bush Blitz, the participating institutions, and XXX's management of the property.

Comment [A70]: Insert Abbreviation for Indigenous Land Manager

Comment [A71]: Insert Abbreviation for Indigenous Land Manager

XXX agrees to work in partnership with DNP on all media opportunities and to ensure correct acknowledgement of all Bush Blitz partners as detailed at clause 6.3(a) is provided in any media responses or dealings.

Comment [A72]: Insert Abbreviation for Indigenous Land Manager

I. Confidential Information

None.

J. Bush Blitz Indigenous Engagement Protocols

As set out in **Attachment C**.

ATTACHMENT A - BUSH BLITZ VOUCHERING POLICY

Bush Blitz is Australia's largest species discovery project to document the plants and animals across the continent. To meet our objectives, accurate and verifiable identifications are essential. In many cases, this will require the retention of voucher specimens and their deposition in permanent museum and herbarium collections.

- A voucher specimen is a stored dead plant or animal (including fish, birds and invertebrates such as insects and spiders) that is used to identify each species known to science.
- Vouchering is important to conservation. If vouchering is not done, species cannot be properly identified and appropriate steps taken to conserve them. Vouchering is important to our scientific understanding of all plants and animals.
- A very small number of plants and some animals may need to be killed on a Bush Blitz survey for vouchering to be carried out. The number will always be minimised by the survey team and methods are as humane as possible, using methods consistent with animal care and ethics legislation in the relevant State or Territory. Where possible, other methods of identification such as taking small samples of skin or blood will be used. It is rare that voucher specimens of large animals will be needed.

Reasons for vouchering

Australia is home to around 570,000 species, most of which are yet to be described formally. Approximately 92% of Australian plants, 87% of mammals, 93% of reptiles and 45% of birds are endemic, making Australia one of only seventeen biologically mega diverse countries on the planet. Australia has three globally significant biodiversity hotspots, areas where there is a concentration of species that are found nowhere else and are under threat from human activities. Within Australia, fifteen nationally significant biodiversity hotspots have been identified.

Australia's biodiversity is in serious jeopardy from the threats of climate change, habitat fragmentation and invasive species. However, only about 150,000 of an estimated 570,000 Australian species have been named. Australia's biodiversity needs to be comprehensively identified, described and catalogued. This inventory of our natural wealth is basic information needed to enable any response to climate change.

Taxonomy is a necessary and major component of assessing Australia's biodiversity. Taxonomy is the science of discovering, identifying, describing, naming and classifying species. It is fundamental to decision-making for the conservation, management and sustainable use of our biodiversity. It provides crucial data for ecological and evolutionary studies and enhances accuracy in biodiversity survey work. It also provides answers in times of crisis or biological threat, by correctly identifying agents of indigenous or exotic disease. Taxonomy relies on biological collections for biodiversity documentation and research.

Biological collections provide a genetic bank and storehouse of information that underpin taxonomic research and knowledge. Biological collections held by herbaria, museums and government departments include DNA banks and preserved specimens. Biological collections are essential to compare specimens (including extinct species) for the study of evolutionary changes and species distribution. Many universities also hold and maintain significant biological collections, especially botanical, microbiological and entomological collections.

DNA Barcoding is a method of rapid and accurate species identification that utilises DNA technology. It requires an active and vibrant research and collections community to underpin it. Taxonomists are increasingly engaged in, and dependent on, cutting edge molecular techniques such as barcoding. A barcode reference library linked to specimen vouchers allows the development of an efficient DNA-based system for the identification of organisms and will assist in the discovery of new species.

Groups likely to be vouchered

Voucher specimens are only taken in particular circumstances – where a new species is suspected, where uncertainty about a species exists, or to provide a new record in a previously under-sampled region. Groups in which vouchering is likely to occur include plants, invertebrates, freshwater fish, many reptiles and frogs, and some small to medium sized mammals.

Plant taxonomy is in a state of flux in many parts of Australia. Many widespread species may in fact be several species, and conversely, several closely related (and often rare) species may actually be local variants of a single species. Vouchering of plant specimens requires taking representative material to allow comparison and identification of key characters (e.g. leaf, stem, flower and seed). This is not problematic for trees and shrubs but for some small plants such as orchids, this may constitute the entire plant.

Invertebrate surveys can require a range of destructive (lethal) survey methods (pitfall traps, light traps, malaise traps, bark spraying, beating, fogging, sweep nets and dip nets). There is some risk that small vertebrates (most likely small lizards and frogs) may inadvertently fall into pitfall traps and be killed.

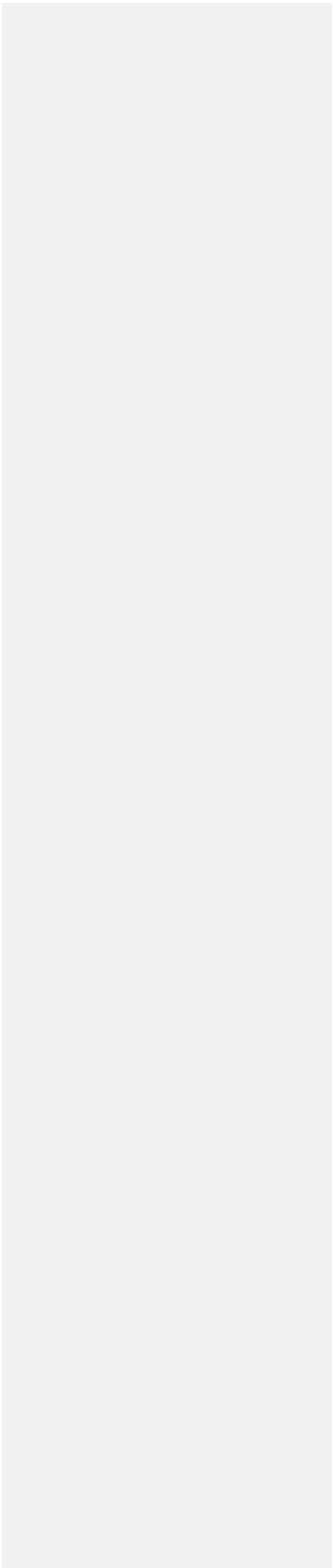
In many parts of Australia, the freshwater **fish** fauna is poorly surveyed and increased survey effort is likely to reveal undescribed species. The standard survey technique for fish (electrofishing) results in a small number of fish deaths.

The taxonomy of many **reptile and frog** groups is poorly resolved. It is likely that many taxa currently classified as a single widespread species are actually a complex of several closely related species or subspecies. Molecular analysis is required to confirm taxonomy. Where possible, tissue samples are taken from animals that are photographed and released. Vouchers may also be required to confirm species.

The taxonomy of some **mammal** groups, such as rodents, native mice and cats (e.g. quolls, antechinuses and dunnarts) and bats, remains poorly resolved. Molecular analysis is required to clarify taxonomic relationships within these groups. Blood or tissue samples can be taken to confirm identification but voucher specimens may sometimes be required.

It is most unlikely that voucher specimens of **birds** would be required under any circumstances, but if so, non-lethal methods will be used to collect tissue samples for molecular analysis (e.g. feather samples, blood from toe pricks) to resolve the taxonomy. Similar non-lethal methods are used **for rare or endangered animals**.

**ATTACHMENT B – ABORIGINAL AND TORRES STRAIT ISLANDER
RECORDING RELEASE**



ATTACHMENT C – BUSH BLITZ INDIGENOUS ENGAGEMENT PROTOCOLS

