

From: Sch 2.2(a)(ii)
Sent: 24/11/2023 6:56 AM
To: Sch 1 1.14 @act.gov.au>
Cc: Sch 1 1.14 @act.gov.au>
Subject: Re: Wombat strategy for the ACT

You don't often get email from Sch 2.2(a)(ii) . [Learn why this is important](#)

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Hi Sch 1 1.14,
and Sch 1 1.14,
Sorry for
the slow
response.

I'm out in the field this week and next week as well.
December the 8th is going to work best for me.
Looking forward to learning more details about this project.
Cheers

Sch 2.2(a)(ii)

Get [Outlook for Android](#)

From: Sch 1 1.14 @act.gov.au>
Sent: Tuesday, November 21, 2023 3:40:43 PM
To: Sch 2.2(a)(ii)
Cc: Sch 1 1.14 @act.gov.au>
Subject: RE: Wombat strategy for the ACT

Dear Sch 2.2(a)(ii)

We were hoping we could arrange a meeting to discuss in more detail what we were thinking with regard to work on Wombats. We could then draw up the grant.

Do any of the following times suit?

Thursday 23rd November– 11am to 1

Friday 24th November 10am to 1:30

Thursday 30th November – 11am, 3:30pm

Friday 8th December – anytime 10am -2:30

Thanks

Sch 1 1.14

From: Sch 2.2(a)(ii)
Sent: Monday, November 6, 2023 7:43 PM
To: Sch 1 1.14 @act.gov.au>
Subject: Re: Wombat strategy for the ACT

Caution: This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe. [Learn why this is important](#)

Hi Sch 1 1.14,

Thats great news.
I look forward to seeing a more detailed project proposal.

Cheers

Sch 2.2(a)(ii)

From: Sch 1 1.14 "
Sent: 30/11/2023 11:54 AM
To: Sch 1 1.14 @act.gov.au; "Cooney, Rosie" <Rosie.Cooney@act.gov.au>; Sch 1 1.14 @act.gov.au
Cc: Sch 1 1.14 @act.gov.au; Sch 1 1.14 @act.gov.au
Subject: RE: Wombat review

OFFICIAL

Thanks Sch 1 1.14

It is my understanding that its not just fencing, but building infrastructure that farmers and other stakeholders are concerned about, so this should be addressed under a review.

Does a NCSP also allow for population management of a species?

Sch 1 1.14

From: Sch 1 1.14 @act.gov.au
Sent: Thursday, November 30, 2023 11:30 AM
To: Cooney, Rosie <Rosie.Cooney@act.gov.au>; Sch 1 1.14 @act.gov.au; Sch 1 1.14, Sch 1 1.14 @act.gov.au
Cc: Sch 1 1.14 @act.gov.au; Sch 1 1.14 @act.gov.au; Sch 1 1.14 @act.gov.au
Subject: FW: Wombat review

OFFICIAL

Hi Sch 1 1.14

The Biodiversity Policy team recommends that a Native Species Conservation Plan (NSCP) be used to guide management of Wombats instead of a Strategy. A NSCP has legislative weight under the *Nature Conservation Act 2014* than a Strategy so will give EHW and our community partners more authority to undertake management actions. Also, a NSCP will support better protection of Wombats through the integration and relationship that a NSCO has with a Conservator Guideline.

Regarding topics for the review, we recommend:

- Investigating ACT farmer attitudes towards wombats
- Potential of working with farmers to install wombat walkways (through fences)

Kind Regards

Sch 1 1.14 on behalf of the BP team

Biodiversity Policy | Environment, Heritage and Water Division
Environment, Planning and Sustainable Development Directorate | ACT Government
@act.gov.au

From: Sch 1 1.14 @act.gov.au
Sent: Friday, November 24, 2023 11:54 AM
Sch 2.2(a)(ii) Sch 1 1.14
Sch 1 1.14 @act.gov.au; Sch 1 1.14 @act.gov.au; Sch 1 1.14
Sch 1 1.14 @act.gov.au; Sch 1 1.14 @act.gov.au; Sch 1 1.14
Sch 1 1.14 @act.gov.au; Sch 1 1.14 @act.gov.au; Sch 1 1.14

From: Sch 1 1.14
Sent: 21/02/2024 7:50 AM
To: Sch 1 1.14 @act.gov.au>; 'Sch 1 1.14' <Sch 1 1.14 @act.gov.au>
Subject: Can i ask whether this grant has been signed?
Attachments: 20240112 Deed-of-grant - ACT Wombat Review.obr

Hi Sch 1 1.14

I noticed that this grant hadn't been finished and would like to ask where it is up to? I have completed to stakeholders list and tidied everything up so it should be ready to go – can you please work out who is progressing this to get signed off as it needs to be done.

Thanks

Sch 1 1.

Djan Yimaba Yara (*Thank you and Bye in Ngunnawal language*),

Sch 1 1.14

Office of Nature Conservation, Environment and Heritage Division
Environment, Planning & Sustainable Development Directorate (EPSDD), ACT Government
480 Northbourne Avenue, Dickson ACT 2602 | GPO Box 158 Canberra ACT 2601

Sch 1 1.14 @act.gov.au

Adjunct Ass. Prof., Institute for Applied Ecology, University of Canberra

I acknowledge the Ngunnawal people as traditional custodians of the ACT and recognise any other people or families with connection to the lands of the ACT and region. I acknowledge and respect their continuing culture and the contribution they make to the life of this city and this region..

[Conservation Research Website](#) | [EPSDD Environment Science Platform](#) |



ACT
Government

Environment, Planning and
Sustainable Development

From: Sch 1 1.14 @act.gov.au>
Sent: 09/02/2024 3:29 PM
To: Sch 1 1.14 @act.gov.au>
Subject: RE: Wombat review grant

OFFICIAL

Hi Yes I can.

I have a few things in front of me at the moment.
When were you thinking it would need to be ready?

I could aim for no later than 23rd Feb if that suits?

From: Sch 1 1.14 @act.gov.au>
Sent: Friday, February 9, 2024 3:25 PM
To: Sch 1 1.14 @act.gov.au>
Subject: Wombat review grant

Hi Sch 1 1.14

I was hoping you could help me work on a grant for a wombat review

The details are as follows:

Organisation for the grant to go to: Fauna Research Alliance <https://faunaresearchalliance.com/> . We are planning for Sch 2.2(a)(ii) to do the work.

Output:

- A review on wombats in the ACT. The review is to cover issues such as conservation status, monitoring, human wombat conflict and interactions (farming, development, damage to buildings, erosion), farmer attitudes, legislation/ regulation status, options for resolutions of conflicts , mange and mange management. I have attached a doc with what stakeholders want included.

Timeline: Draft by 30th June 2024

Budget: 20K

The grant is coming from NRM so his instructions were: "What I would need draft the deed would be contact persons and their contact details, ABN and then a bit of detail on what you want them to do. This would need to include a simple project plan and a budget break down as well as a few paragraphs describing the work. From that I can draft the deed. I have attached some templates for the project plan and budget that you could use but feel free if you have something better.

Cheers

Sch 1 1.14

Office of Nature Conservation

Sch 1 1.14 @act.gov.au

From: Sch 1 1.14
Sent: 14/02/2024 12:55 PM
To: Sch 1 1.14 @act.gov.au>
Subject: RE: 20240112 Deed-of-grant - ACT Wombat Review (A45561003)

OFFICIAL

Ok done - schedule 2 is in, but you will need to add the list of stakeholders that Sch 1 1.14 gave you (sorry don't have it). Can you please make sure it includes internals and Ngunnawal as well as externals.

Thanks Sch 1 1.14
Sch 1 1.

-----Original Message-----

From: Sch 1 1.14 @act.gov.au>
Sent: Tuesday, February 13, 2024 3:30 PM
To: Sch 1 1.14 @act.gov.au>
Subject: 20240112 Deed-of-grant - ACT Wombat Review (A45561003)

OFFICIAL

Sch 1 1.14 has sent you a link to "20240112 Deed-of-grant - ACT Wombat Review" (A45561003) from Objective.

Open in Objective ECM Navigator
Double click on the attachment

Open in ECM for Browser
<https://objective.act.gov.au/#!/documents/A45561003/details>

From: Sch 1 1.14
Sent: 21/02/2024 7:48 AM
To: Sch 1 1.14 @act.gov.au>
Cc: Sch 1 1.14 @act.gov.au>; Sch 1 1.14 "
Sch 1 1.14 @act.gov.au>
Subject: RE: Follow up - Wombat Mange and Wombat Management Groups
Attachments: 24_13772 ACT Wombat Review.obr

OFFICIAL

Hi Sch 1 1.14

The scope of wombats in ONC sits with the SPOC fauna position, I have cc'ed in Sch 1 1.14 I am not aware of any briefs going up.

I would advise that we had contracted an external expert to undertake a review (Grant attached for proposed scope) as we need to way up the time staff spend on a single non-listed species against delivering against our strategic priorities e.g. threatened species.

ONC will continue engagement with WR and community groups around annual monitoring of manage and populations.

Sch 1 1.

From: Sch 1 1.14 @act.gov.au>
Sent: Wednesday, February 21, 2024 7:31 AM
To: Sch 1 1.14 @act.gov.au>
Cc: Sch 1 1.14 @act.gov.au>
Subject: RE: Follow up - Wombat Mange and Wombat Management Groups

OFFICIAL

Hi Sch 1 1.14

Thanks for the update.

What message would you suggest providing back to the Minister's Office? Are you providing a brief in the near future that may include this?

Regards,

Sch 1 1.14

From: Sch 1 1.14 @act.gov.au>
Sent: Wednesday, February 21, 2024 7:28 AM
To: Sch 1 1.14 @act.gov.au>
Cc: Sch 1 1.14 @act.gov.au>
Subject: RE: Follow up - Wombat Mange and Wombat Management Groups

OFFICIAL

Hi Sch 1 1.14

As you know I had a quick chat to Bren last week. In summary he wants to move away from single species groups, but we didn't really land on what moving forward looks like except for that the monitoring/evidence based science

aspect can stay with ONC, so this would be wombat population monitoring and any associated research, while he suggested that the working with rural landholders concerns/outreach best sat with Sch 1 1.14 teams, but what form that takes we are not sure. In terms of engaging landholders, perhaps there an existing mechanism that we can tap into.

As I mentioned we are getting a review done of current policy and practice around wombats in the ACT, but Sch 1 1.14 organising so I am not sure of the time frame. An external expert has been contracted to undertake the review. So it would be safe to say our way forward with wombats is undergoing a review as we need to way up the time spent on this issue against delivering against our strategic priorities e.g. threatened species.

At this stage we will continue our annual monitoring, which includes working with wombat rescue to monitor manage prevalence, distribution and population densities. Im meeting with [redacted] next week to work out the way forward for monitoring / ONC work, which would cover the mange focused sub-group, which might meet once or twice a year to discuss monitoring and any other issues.

Ren

From: Sch 1 1.14 <[redacted]@act.gov.au>
Sent: Tuesday, February 20, 2024 5:24 PM
To: Sch 1 1.14 <[redacted]@act.gov.au>
Cc: Sch 1 1.14 <[redacted]@act.gov.au>
Subject: Follow up - Wombat Mange and Wombat Management Groups

OFFICIAL

Hi [redacted]

Just following up on the status of the Wombat Mange and Wombat Management Groups. Did anything come to fruition following your discussions with Bren last Friday?

As mentioned last week, I undertook to get back to the Minister (Alia) with an update.

Regards,

Sch 1 1.14

From: Sch 1 1.14 @act.gov.au>
Sent: 26/02/2024 10:59 AM
To: Sch 1 1.14 @act.gov.au>; Sch 1 1.14 @act.gov.au>
Subject: FW: 20240112 Deed-of-grant - ACT Wombat Review
Attachments: 20240112 Deed-of-grant - ACT Wombat Review (A45561003).docx

No problem, Sch 1 1.14

– can you please reflect this in your tracking when we get to processing invoices for this coming grant round.

Sch 1 1.14

From: Sch 1 1.14
Sent: Friday, February 23, 2024 12:52 PM
To: Sch 1 1.14
Cc: Sch 1 1.14
Subject: FW: 20240112 Deed-of-grant - ACT Wombat Review

OFFICIAL

Heads up and apologies, don't think we have talked to you about this yet.

As part of the last budget initiative that raised how much the enviro grants were getting there was an arrangement made between ONC/Ministers Office and Ourselves to fund some Wombat work with some of the money. They attached is the last bit of it which is a review into wombat policy in the act which is being done by a NFP. I am handling it but just a heads up that the 30k will come from the enviro grants initiative money. Let me know if any issues or concerns.

Cheers

From: Sch 1 1.14 act.gov.au>
Sent: Friday, February 23, 2024 9:48 AM
To: Sch 2.2(a)(ii)
Cc: Sch 1 1.14 @act.gov.au>; Sch 1 1.14 @act.gov.au>; Sch 1 1.14 @act.gov.au>
Subject: 20240112 Deed-of-grant - ACT Wombat Review

OFFICIAL

Hi Sch 2.2(a)(ii)

Please find attached the grant paperwork for signature and witness with regards to the Wombat Review.

Can you please return to me once signed and I will organise for a fully executed copy for you.

If you could please forward your invoice to Natural Resource Management - Sch 1 1.14 cc'd above. It needs to say Att: Sch 1 1.14 .

Any questions, please let me know.

Thanks

Sch 1 1.14



AUSTRALIAN CAPITAL TERRITORY

DEED OF GRANT

Dated	21st February, 2024
Parties	AUSTRALIAN CAPITAL TERRITORY FAUNA RESEARCH ALLIANCE ABN: 22 168 659 792 WOMBAT REVIEW
Prepared by	Sch 1 1.14 Office of Nature Conservation EPSDD Dickson ACT 2902 Ph: 6207 2490 Ref: A455561003
Version	V1

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PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cwlth) (**Territory**) represented by the **Environment, Planning and Sustainable Development Directorate, Office of Nature Conservation**.

FAUNA RESEARCH ALLIANCE, ABN: 22 168 659 792, PO Box 5092, Kahibah, NSW, 2290, (**Recipient**).

BACKGROUND

The Territory has agreed to make and the Recipient has agreed to accept the Grant for the purpose of the Funded Activity on the terms and conditions of this Agreement.

IT IS AGREED by the parties as follows.

1. Interpretation

1.1 Definitions

The following definitions apply in this Agreement unless the context otherwise requires.

Contact Officer means, in relation to each party, the representatives whose names and contact details are specified in **Item 5 Schedule 1**, or as notified in writing from time to time by one party to the other.

Funded Activity means the activity described in **Schedule 2**.

Grant means the amount specified in **Item 2 Schedule 1** and any interest accruing on that amount after it has been paid to the Recipient.

Grant Material means all material created, written or otherwise brought into existence as part of, or for the purpose of carrying out the Funded Activity including all reports (whether in draft or final form), documents, equipment, information and data stored by any means.

Grant Period means the period specified in **Item 1 Schedule 1**, and if extended, the initial period and the extended period.

GST	has the same meaning as it has in the GST Act.
GST Act	means the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cwlth).
Invoice	means an invoice that: (1) if GST is payable in respect of any taxable supply made under this Agreement, is a valid tax invoice for the purposes of the GST Act; (2) clearly sets out the details of the Funded Activity undertaken or to be undertaken and the amount that is due for payment, is correctly calculated and is in respect of the Funded Activity; (3) sets out or is accompanied by any other details or reports required under this Agreement; and (4) is rendered at the times specified in Item 2 Schedule 1 (if any) and addressed to the Territory's Contract Officer.
Special Condition Territory	means any provision set out in Schedule 3 . means: (1) when used in a geographical sense, the Australian Capital Territory; and (2) when used in any other sense, the body politic established by section 7 of the <i>Australian Capital Territory (Self-Government) Act 1988</i> (Cwlth).

1.2 General

In this Agreement, unless a contrary intention is expressed:

- (1) references to "Recipient" includes any employees, agents or subcontractors of the Recipient;
- (2) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation;
- (3) words importing a gender include the others; words in the singular number include the plural and vice versa; and where a

word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

- (4) "include" is not to be construed as a word of limitation;
- (5) headings have no effect on the interpretation of the provisions; and
- (6) an obligation imposed by this Agreement on more than one person binds them jointly and severally.

2. Payment and Use of Grant

2.1 Payment of Grant

The Territory must pay the Recipient the Grant following its receipt of an Invoice and otherwise in accordance with **Item 2 Schedule 1**.

2.2 Use of Grant

The Recipient must:

- (1) use the Grant only for the Funded Activity;
- (2) undertake the Funded Activity diligently and otherwise in accordance with this Agreement; and
- (3) complete the Funded Activity by the end of the Grant Period.

3. Grant Period

This Agreement is for the Grant Period unless extended or terminated under the provisions of this Agreement.

4. Separate accounting for Grant

4.1 Separately account for Grant

The Recipient must, within its accounting system, account for the Grant separately from any other funds of the Recipient.

4.2 Bank account

If required by the Territory, the Recipient will deposit and hold in a separate bank account the Grant, and must:

- (1) promptly notify the Territory of:
 - (a) the details of that account, and

- (b) any change to that account.
- (2) not cause or allow any funds other than the Grant to be deposited into that account.

5. GST

If the Recipient is registered under the GST Act, the Territory will, on receipt of an Invoice, pay to the Recipient an amount equal to the GST under the GST Act lawfully payable by the Recipient in respect of supplies to the Territory that are taxable supplies under the GST Act.

6. Records

6.1 Obligation to keep records

The Recipient must:

- (1) keep all records necessary to substantiate expenditure of the Grant in compliance with applicable laws;
- (2) provide a complete and detailed record and explanation of:
 - (a) expenditure of the Grant,
 - (b) other money received and spent on the Funded Activity,
 - (c) the progress of the Funded Activity, and
 - (d) any other records in respect of the Funded Activity,that the Territory may reasonably require from time to time; and
- (3) retain the records referred to in this clause for at least 7 years following the completion of the Funded Activity or the expiration or termination of this Agreement, whichever occurs first.

6.2 Access

- (1) To audit the Recipient's compliance with this Agreement, the Territory may, at reasonable times and on reasonable notice, enter the Recipient's premises and inspect the records kept by the Recipient and the progress of the Funded Activity.
- (2) The Recipient must:

- (a) give the Territory access to those facilities and such assistance as may reasonably be necessary to enable the Territory to conduct an audit under **clause 6.2(1)**, and
- (b) permit the Territory, at its own cost, to take copies of any records that specifically relate to the Funded Activity which it reasonably considers relevant to its audit.

6.3 Territory's Auditor-General

Any of the Territory's rights under this **clause 6** may be exercised by the Territory's Auditor-General, her delegate or any relevantly qualified person engaged to perform any functions of the Auditor-General.

7. Reporting of progress and expenditure

7.1 Progress reports

The Recipient must provide written reports to the Territory relating to the progress of the Funded Activity and expenditure of the Grant in the manner and at the times required in **Item 3 Schedule 1**.

7.2 Other notifications

The Recipient must keep the Territory reasonably informed about all matters which are likely to materially and adversely affect the timing, scope or cost of the Funded Activity or the Recipient's ability to carry on or complete the Funded Activity in accordance with this Agreement.

8. Acknowledgement of Funding

8.1 Acknowledgement of Territory support

The Recipient must in relation to the Funded Activity:

- (1) acknowledge the support of the Territory in any public event, media release or media coverage; and
- (2) include an acknowledgement in the form set out in **Item 6 Schedule 1** in all documents, brochures, books, articles, newsletters, other artistic works or literary works or advertising.

8.2 Other obligations

The Recipient must:

- (1) in relation to the material referred to in **clause 8.1(2)**, promptly provide to the Territory:

- (a) if requested by the Territory, a draft of that material at least 10 days prior to publishing or printing, and
 - (b) a copy of that material; and
- (2) on reasonable notice, invite the Territory to participate in any public event, media release or media coverage related to the Funded Activity.

9. Intellectual Property Rights

9.1 Ownership of Grant Material

Ownership of all Grant Material, including any intellectual property rights, vests on its creation in the Recipient. Prior to creation of the Grant Material, the Recipient will obtain a licence or other written agreement from the student for the purposes and uses of this Agreement.

9.2 Licence to Territory

The Recipient grants to the Territory an irrevocable, non-exclusive, royalty-free licence to use the intellectual property in the Grant Material.

9.3 Meaning of “use”

For the purpose of **clause 9**, “use” includes supply, reproduce, publish, perform, communicate, broadcast, adapt, report and copy.

10. Insurance and Indemnity

10.1 Recipient’s insurance

The Recipient must effect and maintain for the Grant Period:

- (1) all insurance coverage required by it by law;
- (2) public liability insurance with coverage in the amount of not less than the amount specified in **Item 4(1) Schedule 1** in respect of each claim, including voluntary workers insurance cover if volunteers are engaged by the Recipient; and
- (3) any other insurance specified in **Item 4(2) Schedule 1**,
- (3) any other insurance specified in **Item 4(2) Schedule 1**,

with an insurer having a Standard and Poor’s or Best’s Rating A- or better and must produce evidence of that insurance as required by the Territory.

10.2 Indemnity

The Recipient indemnifies the Territory, its employees and agents against liability in respect of all claims, costs and expenses in relation to all loss, damage, injury or death to persons or property caused by the Recipient, its employees or agents in connection with the use of the Grant or the conduct of the Funded Activity except to the extent that the Territory caused the relevant loss, damage, injury or death.

11. Termination of Grant

11.1 Breach

The Territory may terminate this Agreement at any time by written notice to the Recipient, if the Recipient:

- (1) is or becomes bankrupt or insolvent, enters into voluntary administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors;
- (2) fails to:
 - (a) commence the Funded Activity in a timely manner,
 - (b) undertake the Funded Activity diligently, or
 - (c) meet any timeframes specified in this Agreement; or
- (3) commits any other breach of a provision of this Agreement, where that breach:
 - (a) if capable of being remedied, is not remedied within the period specified in a written notice by the Territory, or
 - (b) is not capable of being remedied.

11.2 Termination or reduction of funding for any reason

The Territory may, at any time by written notice to the Recipient, terminate this Agreement or reduce the funding for the Funded Activity for any reason, and in that event the Recipient must:

- (1) in the event of termination, comply with the notice and **clause 12**;
or
- (2) in the event of a reduction in funding, continue to undertake the Funded Activity in accordance with the notice.

11.3 No prejudice

Nothing in this **clause 11** prejudices any other rights or remedies of the Territory in respect of any breach of this Agreement.

12. Refund of Grant

12.1 Repayment of unacquitted funds

At the end of the Grant Period, or earlier termination of this Agreement, the Recipient must:

- (1) unless otherwise required under this Agreement, within 30 days, provide the Territory with a statement of expenditure of the whole of the Grant; and
- (2) promptly repay any or all of the Grant that remains unacquitted.

12.2 Meaning of unacquitted funds

For the purposes of **clause 12.1**, the Grant remains unacquitted if it:

- (1) is not spent and is not contractually committed to be spent; or
- (2) has been spent in breach of this Agreement.

13. Dispute Resolution

13.1 Negotiation and Mediation of Dispute

- (1) If a difference or dispute (**Dispute**) arises in relation to this Agreement, then either party may give written notice to the other that a Dispute exists, which specifies details of the Dispute, and the parties agree that they will endeavour to resolve the Dispute by negotiations, or, if the Dispute has not been resolved within 28 days of the issue of the notice, undertake a mediation process.
- (2) If a mediation process is undertaken in accordance with **clause 13.1(1)** the mediator will be an independent mediator agreed by the parties or, failing agreement, nominated by the chairperson of The Institute of Arbitrators and Mediators Australia, ACT Chapter. Unless otherwise agreed, the parties will equally share the costs of the engagement of the mediator.

13.2 No prejudice

Nothing in this **clause 13** will prejudice the rights of either party to institute proceedings to enforce the Agreement or to seek injunctive or urgent declaratory relief in respect of any Dispute.

14. Variation

14.1 Variation to Funded Activity

The Recipient must obtain the Territory's prior written approval for any variation to the Funded Activity, including:

- (1) the Funded Activity or work programs;
- (2) the Funded Activity's objectives or outcomes;
- (3) variation of more than 10% in expenditure for a specified item of the approved budget that forms part of the Recipient's application for a grant for the Funded Activity; and
- (4) the Grant Period.

14.2 Variation to Agreement

This Agreement may only be varied by the written agreement of the parties prior to the expiration of the Grant Period.

15. General

15.1 No assignment

The Recipient must not assign the whole or any part of this Agreement without the prior written consent of the Territory. If the Territory gives its consent, the Territory may impose any conditions.

15.2 Conflict of interest

The Recipient warrants that at the start of the Grant Period no conflict of interest exists or is likely to arise in the performance of the Funded Activity and of its other obligations under this Agreement and must, if a conflict or risk of conflict of interest arises during the Grant Period, notify the Territory immediately in writing and comply with any requirement of the Territory to eliminate or otherwise deal with that conflict or risk.

15.3 No employment, partnership or agency relationship

Nothing in this Agreement constitutes the Recipient, or its employees, agents or subcontractors as employees, partners or agents of the Territory or creates any employment, partnership or agency for any purpose and the Recipient must not represent itself, and must ensure its employees, agents and subcontractors do not represent themselves, as being employees, partners or agents of the Territory.

15.4 Entire Agreement

This Agreement comprises the entire agreement between the parties in relation to the Grant and the Funded Activity and supersedes any prior representations, negotiations, writings, memoranda and agreements.

15.5 Severability

Any provision of this Agreement that is illegal, void or unenforceable will not form part of this Agreement to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Agreement will not be invalidated by an illegal, void or unenforceable provision.

15.6 No waiver

Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Agreement will not affect or impair that provision in any way or the rights and remedies that the Territory may have in respect of that provision.

15.7 Compliance with laws and governing law

- (1) The Recipient must comply with the laws from time to time in force in the Territory in performing the Funded Activity.
- (2) This Agreement is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory.

15.8 Notices

Any notice, including any other communication, required to be given or sent to either party under this Agreement must be in writing and given to the relevant Contact Officer. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of two days after the date on which it was sent;
- (3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
- (4) if sent by electronic mail, on the other party's acknowledgment of receipt by any means.

15.9 Forms and statements

The Territory may reasonably require any form, record or statement

required under this Agreement to be in a particular form.

15.10 Special Conditions

In the event of any inconsistency between any Special Condition and any other provision of this Agreement then, to the extent of any inconsistency, the Special Condition will prevail.

15.11 Survival of clauses

Clauses 6, 7.1, 9.2, 10.2 and 12 will survive the expiration or earlier termination of this Agreement.

SCHEDULE 1

GRANT DETAILS

- Item 1. Grant Period**
See clauses 1.1 and 3 From the date of this Agreement until 31st July 2024.
- Item 2. Grant**
See clauses 1.1 and 2.1
- (1) Grant: \$22,000 (incl GST)
 - (2) The Grant is payable as a lump sum. An invoice may be rendered on or after the date of this Deed.
 - (3) Except if otherwise stated in this Agreement, the Grant is:
 - (a) payable within 30 days of receipt by the Territory of an Invoice; and
 - (b) inclusive of GST and all other taxes, duties and charges.
- Item 3. Reporting and Acquittal**
See clause 7.1
- (1) A completed evaluation and financial report is required within 30 days of the end of the Grant period or earlier termination of this Deed.
 - (2) The evaluation and financial report shall include as a minimum:
 - (a) A summary of all actions taken in relation to the funded activity;
 - (b) A description of how the funded activity was carried out;
 - (c) The results of the funded activity against the funded activity outcomes;
 - (d) What difficulties in performing the funded Activity (if any) have been encountered by the Recipient and the action taken to remedy these difficulties.
- Item 4. Other insurance requirements**
See clause 10.1
- (1) Public Liability Insurance: \$10 million
 - (2) Professional indemnity: \$10 million

Item 5. Contact Officers
See clauses 1.1 and 15.8

For the Territory:

Sch 1 1.14

Office of Nature Conservation
EPSDD
480 Northbourne Ave
Dickson ACT 2902

For the Recipient:

Sch 2.2(a)(ii)

PO Box 5092,
Kahibah, NSW, 2290

Commented [GF1]: Sch 2.2(a)(ii) I've changed the contact officer to you as requested today. This was the original address I was given for Sch 2.2(i). Does this need updating now that the contact if you?
Thanks

Item 6. Form of Acknowledgement
See clause 8.1

"with assistance from the ACT Government,
Environment Planning and Sustainable
Development Directorate"

SCHEDULE 2

THE FUNDED ACTIVITY

This grant is to undertake a review of bare-nosed wombat (*Vombatus ursinus*) policy, legislation, status, processes for decision-making (governance), issues and current activities and programs within the ACT.

Issues include, but are not limited to, human-wombat conflict, damage impacts to the environment (e.g., erosion), disease and population management, resourcing of programs, quality or relevance of monitoring data, stakeholder attitudes, compliance and regulation and the impacts of urban development on bare-nosed wombat populations.

The review should include some comparison to policies and activities undertaken by other jurisdictions, and a literature review into guidelines for best practice management. The review must also include recommendations to address identified issues, such as knowledge gaps, policy gaps, resources needed, governance reforms / approaches or stakeholder consultation.

The outcomes of the review would be captured in a succinct word document, and as part of a path forward, clearly articulate what needs to be considered if a strategy for wombat management in the ACT were to be developed.

Stakeholders who need to be consulted include (but is not limited to):

Stakeholder Group	Name / Organisation
Rural Lessee	Sch 2.2(a)(ii)
ACT Government	Conservator Liaison
ACT Government	Biodiversity Policy ONC
	Parks and Conservation Service (depots)
	TCCS
	ONC
Academic	Prof. Scott Carver – University of Georgia
Ngunnawal	Sch 2.2(a)(ii)
Community Group	ACT Wildlife
	Wombat Rescue
Commonwealth	Department of Defence
Industry	Icon Water

SCHEDULE 3

SPECIAL CONDITIONS

See clauses 1.1 and 15.10

Not used.

SIGNED AS AN AGREEMENT ON XX of February, 2024.

SIGNED for and on behalf of the)
AUSTRALIAN CAPITAL TERRITORY)
(ABN: 31 432 729 493) in the presence) Signature of Territory delegate
of:

.....
Signature of witness Print name

.....
Print name

SIGNED for and on behalf of)
FAUNA RESEARCH ALLIANCE)
(ABN: 22 168 659 792) in the presence) Signature of Recipient or
of: authorised officer

.....
Signature of witness Print name and position

.....
Print name of witness

From: Sch 1 1.14
Sent: 27/02/2024 9:19 AM
To: Sch 1 1.14 @act.gov.au>
Cc: Sch 1 1.14 @act.gov.au>
Subject: FW: 20240112 Deed-of-grant - ACT Wombat Review
Attachments: FRA CofC ASL.PDF, FRA CofC PL.PDF

OFFICIAL

The requested changes are all good.

From: Sch 2.2(a)(ii)
Sent: Tuesday, February 27, 2024 9:12 AM
To: Sch 1 1.14 @act.gov.au>
Cc: Sch 1 1.14 @act.gov.au>; Sch 1 1.14 @act.gov.au>; Sch 1 1.14 @act.gov.au>
Subject: RE: 20240112 Deed-of-grant - ACT Wombat Review

You don't often get email from Sch 2.2(a)(ii) [Learn why this is important](#)

Caution: This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe. [Learn why this is important](#)

Dear

Sch 1 1.14

Hi. Sorry

for the delay in my response...I was getting Sch 2.2(a)(ii) check it over too (she is happy with funded activities).

I have a couple of comments/changes before I sign the document, as follows:

1. Insurance: I have attached FAUNA RA certificates of insurance for Public and Product Liability (20 million) and our Association Liability (1-2 million). Grant conditions outline 10million for public liability and 10mil for professional liability. Are you ok with our insurance? if so, please edit document accordingly.
2. Contact officers: FAUNA RA address is correct, preferred method of communication is my email address (as shown in the grant)
3. Schedule 2 Funded Activity: I would prefer that Sch 2.2(a)(ii) name appears in this section if possible please?

Could you please confirm that I have the correct address and ABN that will appear on our invoice:

ACT Government
Office of Nature Conservation
Natural Resource Management
480 Northbourne Ave
Dickson ACT 2902
Att: Sch 1 1.14
ABN: 31 432 729 493

Thanks. Think that is it from me. I am currently in Canada, so a day behind.

Sincerely

Sch 2.2(a)(ii)

Sch 2.2(a)(ii)



FAUNA
Research Alliance

From: Sch 1 1.14 <@act.gov.au>
Sent: Friday, February 23, 2024 9:48 AM
To: Sch 2.2(a)(ii)
Cc: Sch 1 1.14 <@act.gov.au>; Sch 1 1.14 <@act.gov.au>;
Sch 1 1.14 <@act.gov.au>
Subject: 20240112 Deed-of-grant - ACT Wombat Review

OFFICIAL

Hi Sch 2.2(a)(ii)

Please find attached the grant paperwork for signature and witness with regards to the Wombat Review.

Can you please return to me once signed and I will organise for a fully executed copy for you.

If you could please forward your invoice to Natural Resource Management Sch 1 1.14 cc'd above. It needs to say Att: Sch 1 1.14.

Any questions, please let me know.

Thanks

Sch 1 1.14

This email, and any attachments, may be confidential and also privileged. If you are not the intended recipient, please notify the sender and delete all copies of this transmission along with any attachments immediately. You should not copy or use it for any purpose, nor disclose its contents to any other person.



BMS Risk Solutions Pty Ltd

Level 16
58 Mounts Bay Road
Perth WA 6000
Phone: 1300 551 969
AFSL: 461594 ABN: 45 161 187 980

Confirmation of Insurance

30 August 2023
Ref: 0228357S

Re: Fauna Research Alliance

We act as insurance brokers for the above client and at their request confirm the existence and currency of the following insurance:

Class : Association Liability

Policy No. : 201509-0106BIA

Period : 31/08/23 to 31/08/24

Insurer : Berkley Insurance Company

Covering:

INSURED : Fauna Research Alliance
and/or subsidiary and/or related Corporations as

BUSINESS DESCRIPTION : Principally a research organisation and any
other activity incidental thereto.

INDEMNITY LIMIT : Sch 2.2(a)(xi) any one claim
in the aggregate
Defence costs paid in addition to the Limit of
Indemnity

DEDUCTIBLES :
Office Bearers Liability
Association Reimbursement
Professional Indemnity
Associations Liability
Investigations and Inquiries
Each and Every Claim (Cost Inclusive)

INSURING CLAUSES :
Office Bearers Liability
Association Reimbursement
Professional Indemnity
Associations Liability
Defence Costs

AUTOMATIC EXTENSIONS :
Competition and Consumer Act & other Legislation
Loss of or Damage to Documents (sublimit)
Dishonesty of Insured Persons
Fiduciary Duty
Defamation, Libel and Slander
Infringement of Copyright or Patents
Newly Created or Acquired Subsidiaries
Fines and Penalties (sublimit)

Sch 2.2(a)(xi)



BMS Risk Solutions Pty Ltd

Level 16
58 Mounts Bay Road
Perth WA 6000
Phone: 1300 551 969
AFSL: 461594 ABN: 45 161 187 980

Appointed Sub-Consultants	Included
Contractual Liability	Included
Joint Venture / Consortium	Included
Claim Preparation Costs	Sch 2.2(a)(xi)
Costs of Court Attendance (per day)	
- any Principal, Partner or Director of the Insured	
- any Employee of the Insured	
Public Relations Expenses	
Mitigation Costs	
Emergency Defence Costs (sublimit)	
Inquiry Costs	Included
Legal Panel	Included
Continuous Coverage	Included
Run-Off Cover	Included
Severability	Included
Estates and Legal Representatives	Included
Reinstatement of the Indemnity Limit	Included
Outside Directorships (including run off cover)	Included
Spousal Liability Cover	Included

OPTIONAL EXTENSIONS :	
Fidelity (\$250,000 sublimit)	Included
Extended Continuity Cover	Not Included
Multi Year Run-Off	Not Included
Employment Practices Liability	Included

EXCLUSIONS : As per the policy wording

TERRITORIAL LIMITS : Worldwide, excluding the USA & Canada

JURISDICTIONAL LIMIT : Australia Wide

RETROACTIVE DATE : 31/08/2016 Excluding any known claims or circumstances

POLICY WORDING : Subject to BIA Insurewest Tailored NFP Association Liability policy wording

ENDORSEMENTS :
- Definition of Insured includes Volunteers
- Medical Malpractice Endorsement
- Contractor Endorsement
- Tax Audit Costs Endorsement

DEFINITION OF INSURED INCLUDES VOLUNTEERS

MEDICAL MALPRACTICE ENDORSEMENT

CONTRACTOR ENDORSEMENT

TAX AUDIT COSTS ENDORSEMENT

6.25 Software or Data Developed by the INSURED

POLICY EXCLUSIONS : This is a summary only. Full Terms, Conditions, and Exclusions are as per the policy wording.

Note: This confirmation is issued as a matter of information only and does not confer any rights upon the confirmation holder. The confirmation does not amend, extend or alter the coverage afforded by the policy/policies detailed herein.

Yours faithfully,

Mark Fredericks
for the Company.



BMS Risk Solutions Pty Ltd

Level 16
58 Mounts Bay Road
Perth WA 6000
Phone: 1300 551 969
AFSL: 461594 ABN: 45 161 187 980

Confirmation of Insurance

30 August 2023
Ref: 0238038S

Re: Fauna Research Alliance

We act as insurance brokers for the above client and at their request confirm the existence and currency of the following insurance:

Class : Public & Products Liability

Policy No. : 201708-0166BIA

Period : 31/08/23 to 31/08/24

Insurer : Berkley Insurance Company

Covering:

INSURED : Fauna Research Alliance
and/or subsidiary and/or related Corporations as

**THE SITUATION
AND/OR PREMISES** : Principally
PO BOX 5092
Kahibah NSW Post Code 2290

BUSINESS DESCRIPTION : Principally a research organisation and any
other activity incidental thereto

INTEREST INSURED : The Insured's legal liability to third parties
Public Liability
Products Liability
Property in Physical or Legal
Control of Insured (sublimit)

DEDUCTIBLES : Third Party Personal Injury
Third Party Property Damage
each and every occurrence, costs inclusive

AUTOMATIC EXTENSIONS : Defence Costs and Expenses
Costs of Court Attendance
Indemnity to Other Persons
Cross Liabilities

GEOGRAPHICAL LIMITS : Worldwide, excluding USA & Canada
(except Products exported to USA & Canada)

JURISDICTIONAL LIMIT : Australia

INSURER : Berkley Insurance Australia

Sch 2.2(a)(xi)



BMS Risk Solutions Pty Ltd

Level 16
58 Mounts Bay Road
Perth WA 6000
Phone: 1300 551 969
AFSL: 461594 ABN: 45 161 187 980

POLICY WORDING : BIA InsureWest Tailored NFP General Liability
Wording

POLICY EXCLUSIONS : This is a summary only. Full Terms, Conditions,
and Exclusions are as per the policy wording.

Note: This confirmation is issued as a matter of information only and does not confer any rights upon the confirmation holder. The confirmation does not amend, extend or alter the coverage afforded by the policy/policies detailed herein.

Yours faithfully,

Mark Fredericks
for the Company.

From: Sch 1 1.14 "
Sent: 27/02/2024 9:16 AM
To: 'Sch 1 1.14' <@act.gov.au>
Cc: Sch 1 1.14 <@act.gov.au>; Sch 1 1.14
Sch 1 1.14
Subject: FW: 20240112 Deed-of-grant - ACT Wombat Review
Attachments: FRA CofC ASL.PDF, FRA CofC PL.PDF

OFFICIAL

Looks good from my end re insurances, only other thing to make sure of is if they are a registered supplier to ACT Gov. Simple online form if their not.

From: Sch 2.2(a)(ii)
Sent: Tuesday, February 27, 2024 9:12 AM
To: Sch 1 1.14
Cc: Sch 1 1.14
Subject: RE: 20240112 Deed-of-grant - ACT Wombat Review

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Dear

Sch 1 1.14

Hi. Sorry for the delay in

my response...I was getting Sch 2.2(a)(ii) check it over too (she is happy with funded activities).

I have a couple of comments/changes before I sign the document, as follows:

1. Insurance: I have attached FAUNA RA certificates of insurance for Public and Product Liability (20 million) and our Association Liability (1-2 million). Grant conditions outline 10million for public liability and 10mil for professional liability. Are you ok with our insurance? if so, please edit document accordingly.
2. Contact officers: FAUNA RA address is correct, preferred method of communication is my email address (as shown in the grant)
3. Schedule 2 Funded Activity: I would prefer that Sch 2.2(a)(ii) name appears in this section if possible please?

Could you please confirm that I have the correct address and ABN that will appear on our invoice:

ACT Government
Office of Nature Conservation
Natural Resource Management
480 Northbourne Ave
Dickson ACT 2902
Att: Sch 1 1.14
ABN: 31 432 729 493

Thanks. Think that is it from me. I am currently in Canada, so a day behind.

Sincerely

Sch 2.2(a)(ii)

From: Sch 1.1.14
Sent: 05/03/2024 3:51 PM
To: Sch 1.1.14 @act.gov.au>
Subject: RE: Emailing: 20240112 Deed-of-grant - ACT Wombat Review Final FAUNA RA Signed March 5th 2024.pdf
Attachments: 20240112 Deed-of-grant - ACT Wombat Review Final FAUNA RA Signed March 5th 2024 epsdd signed.pdf

Done.

-----Original Message-----

From: Sch 1.1.14 @act.gov.au>
Sent: Tuesday, March 5, 2024 3:47 PM
To: Sch 1.1.14 @act.gov.au>
Subject: FW: Emailing: 20240112 Deed-of-grant - ACT Wombat Review Final FAUNA RA Signed March 5th 2024.pdf

OFFICIAL

Hi: Sch 1.1.14

Can you please sign this and return it to me.

Thanks

-----Original Message-----

From: Sch 1.1.14
Sent: Tuesday, March 5, 2024 12:31 PM
To: Sch 1.1.14 @act.gov.au>
Subject: Emailing: 20240112 Deed-of-grant - ACT Wombat Review Final FAUNA RA Signed March 5th 2024.pdf

OFFICIAL

Hi - are you happy to sign this - or do you want me to ask Sch 1.1.14 to do it?

If you are happy can you please flick it back to me - and then I will send the executed version back to Sch 2.2(a)(ii)

Thank you

Your message is ready to be sent with the following file or link attachments:

20240112 Deed-of-grant - ACT Wombat Review Final FAUNA RA Signed March 5th 2024.pdf

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.



AUSTRALIAN CAPITAL TERRITORY

DEED OF GRANT

Dated	21st February, 2024
Parties	AUSTRALIAN CAPITAL TERRITORY FAUNA RESEARCH ALLIANCE ABN: 22 168 659 792 WOMBAT REVIEW
Prepared by	Sch 1 1.14 Office of Nature Conservation EPSDD Dickson ACT 2902 Ph: 6207 2490 Ref: A455561003
Version	V1

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PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cwlth) (**Territory**) represented by the **Environment, Planning and Sustainable Development Directorate, Office of Nature Conservation**.

FAUNA RESEARCH ALLIANCE, ABN: 22 168 659 792, PO Box 5092, Kahibah, NSW, 2290, (**Recipient**).

BACKGROUND

The Territory has agreed to make and the Recipient has agreed to accept the Grant for the purpose of the Funded Activity on the terms and conditions of this Agreement.

IT IS AGREED by the parties as follows.

1. Interpretation

1.1 Definitions

The following definitions apply in this Agreement unless the context otherwise requires.

Contact Officer	means, in relation to each party, the representatives whose names and contact details are specified in Item 5 Schedule 1 , or as notified in writing from time to time by one party to the other.
Funded Activity	means the activity described in Schedule 2 .
Grant	means the amount specified in Item 2 Schedule 1 and any interest accruing on that amount after it has been paid to the Recipient.
Grant Material	means all material created, written or otherwise brought into existence as part of, or for the purpose of carrying out the Funded Activity including all reports (whether in draft or final form), documents, equipment, information and data stored by any means.
Grant Period	means the period specified in Item 1 Schedule 1 , and if extended, the initial period and the extended period.

GST	has the same meaning as it has in the GST Act.
GST Act	means the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cwlth).
Invoice	means an invoice that: (1) if GST is payable in respect of any taxable supply made under this Agreement, is a valid tax invoice for the purposes of the GST Act; (2) clearly sets out the details of the Funded Activity undertaken or to be undertaken and the amount that is due for payment, is correctly calculated and is in respect of the Funded Activity; (3) sets out or is accompanied by any other details or reports required under this Agreement; and (4) is rendered at the times specified in Item 2 Schedule 1 (if any) and addressed to the Territory's Contract Officer.
Special Condition Territory	means any provision set out in Schedule 3 . means: (1) when used in a geographical sense, the Australian Capital Territory; and (2) when used in any other sense, the body politic established by section 7 of the <i>Australian Capital Territory (Self-Government) Act 1988</i> (Cwlth).

1.2 General

In this Agreement, unless a contrary intention is expressed:

- (1) references to "Recipient" includes any employees, agents or subcontractors of the Recipient;
- (2) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation;
- (3) words importing a gender include the others; words in the singular number include the plural and vice versa; and where a word or

phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

- (4) "include" is not to be construed as a word of limitation;
- (5) headings have no effect on the interpretation of the provisions; and
- (6) an obligation imposed by this Agreement on more than one person binds them jointly and severally.

2. Payment and Use of Grant

2.1 Payment of Grant

The Territory must pay the Recipient the Grant following its receipt of an Invoice and otherwise in accordance with **Item 2 Schedule 1**.

2.2 Use of Grant

The Recipient must:

- (1) use the Grant only for the Funded Activity;
- (2) undertake the Funded Activity diligently and otherwise in accordance with this Agreement; and
- (3) complete the Funded Activity by the end of the Grant Period.

3. Grant Period

This Agreement is for the Grant Period unless extended or terminated under the provisions of this Agreement.

4. Separate accounting for Grant

4.1 Separately account for Grant

The Recipient must, within its accounting system, account for the Grant separately from any other funds of the Recipient.

4.2 Bank account

If required by the Territory, the Recipient will deposit and hold in a separate bank account the Grant, and must:

- (1) promptly notify the Territory of:
 - (a) the details of that account, and

- (b) any change to that account.
- (2) not cause or allow any funds other than the Grant to be deposited into that account.

5. GST

If the Recipient is registered under the GST Act, the Territory will, on receipt of an Invoice, pay to the Recipient an amount equal to the GST under the GST Act lawfully payable by the Recipient in respect of supplies to the Territory that are taxable supplies under the GST Act.

6. Records

6.1 Obligation to keep records

The Recipient must:

- (1) keep all records necessary to substantiate expenditure of the Grant in compliance with applicable laws;
- (2) provide a complete and detailed record and explanation of:
 - (a) expenditure of the Grant,
 - (b) other money received and spent on the Funded Activity,
 - (c) the progress of the Funded Activity, and
 - (d) any other records in respect of the Funded Activity,that the Territory may reasonably require from time to time; and
- (3) retain the records referred to in this clause for at least 7 years following the completion of the Funded Activity or the expiration or termination of this Agreement, whichever occurs first.

6.2 Access

- (1) To audit the Recipient's compliance with this Agreement, the Territory may, at reasonable times and on reasonable notice, enter the Recipient's premises and inspect the records kept by the Recipient and the progress of the Funded Activity.
- (2) The Recipient must:

- (a) give the Territory access to those facilities and such assistance as may reasonably be necessary to enable the Territory to conduct an audit under **clause 6.2(1)**, and
- (b) permit the Territory, at its own cost, to take copies of any records that specifically relate to the Funded Activity which it reasonably considers relevant to its audit.

6.3 Territory's Auditor-General

Any of the Territory's rights under this **clause 6** may be exercised by the Territory's Auditor-General, her delegate or any relevantly qualified person engaged to perform any functions of the Auditor-General.

7. Reporting of progress and expenditure

7.1 Progress reports

The Recipient must provide written reports to the Territory relating to the progress of the Funded Activity and expenditure of the Grant in the manner and at the times required in **Item 3 Schedule 1**.

7.2 Other notifications

The Recipient must keep the Territory reasonably informed about all matters which are likely to materially and adversely affect the timing, scope or cost of the Funded Activity or the Recipient's ability to carry on or complete the Funded Activity in accordance with this Agreement.

8. Acknowledgement of Funding

8.1 Acknowledgement of Territory support

The Recipient must in relation to the Funded Activity:

- (1) acknowledge the support of the Territory in any public event, media release or media coverage; and
- (2) include an acknowledgement in the form set out in **Item 6 Schedule 1** in all documents, brochures, books, articles, newsletters, other artistic works or literary works or advertising.

8.2 Other obligations

The Recipient must:

- (1) in relation to the material referred to in **clause 8.1(2)**, promptly provide to the Territory:

- (a) if requested by the Territory, a draft of that material at least 10 days prior to publishing or printing, and
 - (b) a copy of that material; and
- (2) on reasonable notice, invite the Territory to participate in any public event, media release or media coverage related to the Funded Activity.

9. Intellectual Property Rights

9.1 Ownership of Grant Material

Ownership of all Grant Material, including any intellectual property rights, vests on its creation in the Recipient. Prior to creation of the Grant Material, the Recipient will obtain a licence or other written agreement from the student for the purposes and uses of this Agreement.

9.2 Licence to Territory

The Recipient grants to the Territory an irrevocable, non-exclusive, royalty-free licence to use the intellectual property in the Grant Material.

9.3 Meaning of “use”

For the purpose of **clause 9**, “use” includes supply, reproduce, publish, perform, communicate, broadcast, adapt, report and copy.

10. Insurance and Indemnity

10.1 Recipient’s insurance

The Recipient must effect and maintain for the Grant Period:

- (1) all insurance coverage required by it by law;
- (2) public liability insurance with coverage in the amount of not less than the amount specified in **Item 4(1) Schedule 1** in respect of each claim, including voluntary workers insurance cover if volunteers are engaged by the Recipient; and
- (3) any other insurance specified in **Item 4(2) Schedule 1**,
- (3) any other insurance specified in **Item 4(2) Schedule 1**,

with an insurer having a Standard and Poor’s or Best’s Rating A- or better and must produce evidence of that insurance as required by the Territory.

10.2 Indemnity

The Recipient indemnifies the Territory, its employees and agents against liability in respect of all claims, costs and expenses in relation to all loss, damage, injury or death to persons or property caused by the Recipient, its employees or agents in connection with the use of the Grant or the conduct of the Funded Activity except to the extent that the Territory caused the relevant loss, damage, injury or death.

11. Termination of Grant

11.1 Breach

The Territory may terminate this Agreement at any time by written notice to the Recipient, if the Recipient:

- (1) is or becomes bankrupt or insolvent, enters into voluntary administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors;
- (2) fails to:
 - (a) commence the Funded Activity in a timely manner,
 - (b) undertake the Funded Activity diligently, or
 - (c) meet any timeframes specified in this Agreement; or
- (3) commits any other breach of a provision of this Agreement, where that breach:
 - (a) if capable of being remedied, is not remedied within the period specified in a written notice by the Territory, or
 - (b) is not capable of being remedied.

11.2 Termination or reduction of funding for any reason

The Territory may, at any time by written notice to the Recipient, terminate this Agreement or reduce the funding for the Funded Activity for any reason, and in that event the Recipient must:

- (1) in the event of termination, comply with the notice and **clause 12**; or
- (2) in the event of a reduction in funding, continue to undertake the Funded Activity in accordance with the notice.

11.3 No prejudice

Nothing in this **clause 11** prejudices any other rights or remedies of the Territory in respect of any breach of this Agreement.

12. Refund of Grant

12.1 Repayment of unacquitted funds

At the end of the Grant Period, or earlier termination of this Agreement, the Recipient must:

- (1) unless otherwise required under this Agreement, within 30 days, provide the Territory with a statement of expenditure of the whole of the Grant; and
- (2) promptly repay any or all of the Grant that remains unacquitted.

12.2 Meaning of unacquitted funds

For the purposes of **clause 12.1**, the Grant remains unacquitted if it:

- (1) is not spent and is not contractually committed to be spent; or
- (2) has been spent in breach of this Agreement.

13. Dispute Resolution

13.1 Negotiation and Mediation of Dispute

- (1) If a difference or dispute (**Dispute**) arises in relation to this Agreement, then either party may give written notice to the other that a Dispute exists, which specifies details of the Dispute, and the parties agree that they will endeavour to resolve the Dispute by negotiations, or, if the Dispute has not been resolved within 28 days of the issue of the notice, undertake a mediation process.
- (2) If a mediation process is undertaken in accordance with **clause 13.1(1)** the mediator will be an independent mediator agreed by the parties or, failing agreement, nominated by the chairperson of The Institute of Arbitrators and Mediators Australia, ACT Chapter. Unless otherwise agreed, the parties will equally share the costs of the engagement of the mediator.

13.2 No prejudice

Nothing in this **clause 13** will prejudice the rights of either party to institute proceedings to enforce the Agreement or to seek injunctive or urgent declaratory relief in respect of any Dispute.

14. Variation

14.1 Variation to Funded Activity

The Recipient must obtain the Territory's prior written approval for any variation to the Funded Activity, including:

- (1) the Funded Activity or work programs;
- (2) the Funded Activity's objectives or outcomes;
- (3) variation of more than 10% in expenditure for a specified item of the approved budget that forms part of the Recipient's application for a grant for the Funded Activity; and
- (4) the Grant Period.

14.2 Variation to Agreement

This Agreement may only be varied by the written agreement of the parties prior to the expiration of the Grant Period.

15. General

15.1 No assignment

The Recipient must not assign the whole or any part of this Agreement without the prior written consent of the Territory. If the Territory gives its consent, the Territory may impose any conditions.

15.2 Conflict of interest

The Recipient warrants that at the start of the Grant Period no conflict of interest exists or is likely to arise in the performance of the Funded Activity and of its other obligations under this Agreement and must, if a conflict or risk of conflict of interest arises during the Grant Period, notify the Territory immediately in writing and comply with any requirement of the Territory to eliminate or otherwise deal with that conflict or risk.

15.3 No employment, partnership or agency relationship

Nothing in this Agreement constitutes the Recipient, or its employees, agents or subcontractors as employees, partners or agents of the Territory or creates any employment, partnership or agency for any purpose and the Recipient must not represent itself, and must ensure its employees, agents and subcontractors do not represent themselves, as being employees, partners or agents of the Territory.

15.4 Entire Agreement

This Agreement comprises the entire agreement between the parties in

relation to the Grant and the Funded Activity and supersedes any prior representations, negotiations, writings, memoranda and agreements.

15.5 Severability

Any provision of this Agreement that is illegal, void or unenforceable will not form part of this Agreement to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Agreement will not be invalidated by an illegal, void or unenforceable provision.

15.6 No waiver

Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Agreement will not affect or impair that provision in any way or the rights and remedies that the Territory may have in respect of that provision.

15.7 Compliance with laws and governing law

- (1) The Recipient must comply with the laws from time to time in force in the Territory in performing the Funded Activity.
- (2) This Agreement is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory.

15.8 Notices

Any notice, including any other communication, required to be given or sent to either party under this Agreement must be in writing and given to the relevant Contact Officer. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of two days after the date on which it was sent;
- (3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
- (4) if sent by electronic mail, on the other party's acknowledgment of receipt by any means.

15.9 Forms and statements

The Territory may reasonably require any form, record or statement required under this Agreement to be in a particular form.

15.10 Special Conditions

In the event of any inconsistency between any Special Condition and any other provision of this Agreement then, to the extent of any inconsistency, the Special Condition will prevail.

15.11 Survival of clauses

Clauses 6, 7.1, 9.2, 10.2 and 12 will survive the expiration or earlier termination of this Agreement.

SCHEDULE 1

GRANT DETAILS

- | | |
|---|--|
| <p>Item 1. Grant Period
<i>See clauses 1.1 and 3</i></p> | <p>From the date of this Agreement until 31st July 2024.</p> |
| <p>Item 2. Grant
<i>See clauses 1.1 and 2.1</i></p> | <ul style="list-style-type: none"> (1) Grant: \$22,000 (incl GST) (2) The Grant is payable as a lump sum. An invoice may be rendered on or after the date of this Deed. (3) Except if otherwise stated in this Agreement, the Grant is: <ul style="list-style-type: none"> (a) payable within 30 days of receipt by the Territory of an Invoice; and (b) inclusive of GST and all other taxes, duties and charges. |
| <p>Item 3. Reporting and Acquittal
<i>See clause 7.1</i></p> | <ul style="list-style-type: none"> (1) A completed evaluation and financial report is required within 30 days of the end of the Grant period or earlier termination of this Deed. (2) The evaluation and financial report shall include as a minimum: <ul style="list-style-type: none"> (a) A summary of all actions taken in relation to the funded activity; (b) A description of how the funded activity was carried out; (c) The results of the funded activity against the funded activity outcomes; (d) What difficulties in performing the funded Activity (if any) have been encountered by the Recipient and the action taken to remedy these difficulties. |
| <p>Item 4. Other insurance requirements
<i>See clause 10.1</i></p> | <ul style="list-style-type: none"> (1) Public Liability Insurance: \$10 million (2) Association Liability: \$1-2 million |
| <p>Item 5. Contact Officers</p> | <p>For the Territory:</p> |

See clauses 1.1 and 15.8

Sch 1 1.14

Office of Nature Conservation
EPSDD
480 Northbourne Ave
Dickson ACT 2902

For the Recipient:

Sch 2.2(a)(ii)

PO Box 5092,
Kahibah, NSW, 2290

**Item 6. Form of
Acknowledgement**
See clause 8.1

“with assistance from the ACT Government,
Environment Planning and Sustainable
Development Directorate”

SCHEDULE 2

THE FUNDED ACTIVITY

This grant is to undertake a review of bare-nosed wombat (*Vombatus ursinus*) policy, legislation, status, processes for decision-making (governance), issues and current activities and programs within the ACT. The review will be conducted by the following specified personnel: [REDACTED]

Issues include, but are not limited to, human-wombat conflict, damage impacts to the environment (e.g., erosion), disease and population management, resourcing of programs, quality or relevance of monitoring data, stakeholder attitudes, compliance and regulation and the impacts of urban development on bare-nosed wombat populations.

The review should include some comparison to policies and activities undertaken by other jurisdictions, and a literature review into guidelines for best practice management. The review must also include recommendations to address identified issues, such as knowledge gaps, policy gaps, resources needed, governance reforms / approaches or stakeholder consultation.

The outcomes of the review would be captured in a succinct word document, and as part of a path forward, clearly articulate what needs to be considered if a strategy for wombat management in the ACT were to be developed.

Stakeholders who need to be consulted include (but is not limited to):

Stakeholder Group	Name / Organisation
Rural Lessee	Sch 2.2(a)(ii)
ACT Government	Conservator Liaison
ACT Government	Biodiversity Policy ONC
	Parks and Conservation Service (depots)
	TCCS
	ONC
Academic	Prof. Scott Carver – University of Georgia
Ngunnawal	Sch 2.2(a)(ii)
Community Group	ACT Wildlife
	Wombat Rescue
Commonwealth	Department of Defence
Industry	Icon Water

SCHEDULE 3

SPECIAL CONDITIONS

See clauses 1.1 and 15.10

Not used.

SIGNED AS AN AGREEMENT ON 5th of March, 2024.

SIGNED for and on behalf of the)
AUSTRALIAN CAPITAL TERRITORY)
(ABN: 31 432 729 493) in the presence)
of:

Sch 1 1.14
Signature of witness

Sch 1 1.14

Print name

...Felicity Grant.....
Print name

SIGNED for and on behalf of)
FAUNA RESEARCH ALLIANCE)
(ABN: 22 168 659 792) in the presence)
of:

Sch 2.2(a)(ii)

Print name of witness

Sch 2.2(a)(ii)

Print name and position

From: Sch 2.2(a)(ii)
Sent: 05/03/2024 8:17 AM
To: Sch 1 1.14 @act.gov.au>
Cc: Sch 1 1.14 @act.gov.au>; Sch 1 1.14 @act.gov.au>; Sch 2.2(a)(ii) @act.gov.au>; Sch 1 1.14 @act.gov.au>; Sch 2.2(a)(ii) @act.gov.au>
Subject: RE: 20240112 Deed-of-grant - ACT Wombat Review
Attachments: 20240112 Deed-of-grant - ACT Wombat Review Final FAUNA RA Signed March 5th 2024.pdf

You don't often get email from Sch 2.2(a)(ii) [Learn why this is important](#)

Caution: This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe. [Learn why this is important](#)

Dear

Sch 1 1.14

Thanks for
the

updated version of the grant.

Please find attached our signed version.

I have copied in Sch 2.2(a)(ii) to update her on status and for her records.

I will have our bookkeeper generate an invoice in the next few days which I will forward to Brian.

Thanks.

Sincerely

Sch 2.2(a)(ii)

P: PO Box 5092 Kahibah NSW 2290

ABN: 22 168 659 792



FAUNA
Research Alliance

From: Sch 1 1.14 @act.gov.au>
Sent: Wednesday, February 28, 2024 4:39 PM
To: Sch 2.2(a)(ii)
Cc: Sch 1 1.14 @act.gov.au>; Sch 1 1.14 @act.gov.au>; Sch 1 1.14 @act.gov.au>
Subject: RE: 20240112 Deed-of-grant - ACT Wombat Review

OFFICIAL

Hi Sch 2.2(a)(ii)

Please find the updated version of the grant for signing.

Yes the details for the invoice are correct.

Thank you

Sch 1 1.14

From: Sch 2.2(a)(ii)
Sent: Tuesday, February 27, 2024 9:12 AM
To: Sch 1 1.14 <@act.gov.au>
Cc: <@act.gov.au>; Sch 1 1.14 <@act.gov.au>; Sch 1 1.14 <@act.gov.au>
Subject: RE: 20240112 Deed-of-grant - ACT Wombat Review

You don't often get email from Sch 2.2(a)(ii). [Learn why this is important](#)

Caution: This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe. [Learn why this is important](#)

Dear Sch 1 1.14

Hi. Sorry for the delay in my response...I was getting Sch 2.2(a)(ii) check it over too (she is happy with funded activities).

I have a couple of comments/changes before I sign the document, as follows:

1. Insurance: I have attached FAUNA RA certificates of insurance for Public and Product Liability (20 million) and our Association Liability (1-2 million). Grant conditions outline 10million for public liability and 10mil for professional liability. Are you ok with our insurance? if so, please edit document accordingly.
2. Contact officers: FAUNA RA address is correct, preferred method of communication is my email address (as shown in the grant)
3. Schedule 2 Funded Activity: I would prefer that Sch 2.2(a)(ii) name appears in this section if possible please?

Could you please confirm that I have the correct address and ABN that will appear on our invoice:

ACT Government
Office of Nature Conservation
Natural Resource Management
480 Northbourne Ave
Dickson ACT 2902
Sch 1 1.14
ABN: 31 432 729 493

Thanks. Think that is it from me. I am currently in Canada, so a day behind.

Sincerely

Sch 2.2(a)(ii)

P: PO Box 5092 Kahibah NSW 2290
ABN: 22 168 659 792

From: Sch 1 1.14
Sent: 28/06/2024 5:20 PM
To: "Cooney, Rosie" <Rosie.Cooney@act.gov.au>
Subject: Seeking your input - wombat review outline

Sch 1 1.14 has shared a OneDrive for Business file with you. To view it, click the link below.

 [Wombat review, comments on outlineRB.docx](#)

Hi Rosie

To progress the wombat review I've had a crack at developing a more appropriate review outline for to Sch 2.2(a)(ii). This is based on what is in the grant agreement (in blue below), but I am still not entirely happy with it. Given its Friday and late I think my brain might have fizzled out but I wanted to send you at least something to comment on. See attached link.

Could you take a look please and incorporate your thoughts?

This grant is to undertake a review of bare-nosed wombat (*Vombatus ursinus*) policy, legislation, status, processes for decision-making (governance), issues and current activities and programs within the ACT. The review will be conducted by the following specified personnel: Sch 2.2(a)(ii).

Issues include, but are not limited to, human-wombat conflict, damage impacts to the environment (e.g., erosion), disease and population management, resourcing of programs, quality or relevance of monitoring data, stakeholder attitudes, compliance and regulation and the impacts of urban development on bare-nosed wombat populations. The review should include some comparison to policies and activities undertaken by other jurisdictions, and a literature review into guidelines for best practice management. The review must also include recommendations to address identified issues, such as knowledge gaps, policy gaps, resources needed, governance reforms / approaches or stakeholder consultation.

The outcomes of the review would be captured in a succinct word document, and as part of a path forward, clearly articulate what needs to be considered if a strategy for wombat management in the ACT were to be developed.

Stakeholders who need to be consulted include (but is not limited to):

Stakeholder Group	Name / Organisation
Rural Lessee	Sch 2.2(a)(ii)
ACT Government	Conservator Liaison
ACT Government	Biodiversity Policy ONC
	Parks and Conservation Service (depots)
	TCCS
	ONC
Academic	Prof. Scott Carver – University of Georgia
Ngunnawal	Sch 2.2(a)(ii)
Community Group	ACT Wildlife
	Wombat Rescue
Commonwealth	Department of Defence
Industry	Icon Water

Djan Yimaba Yara (*Thank you and Bye in Ngunnawal language*),

Sch 1 1.14

Office of Nature Conservation, Environment and Heritage Division
Environment, Planning & Sustainable Development Directorate (EPSDD), ACT Government
480 Northbourne Avenue, Dickson ACT 2602 | GPO Box 158 Canberra ACT 2601

Sch 1 1.14

Adjunct Ass. Prof., Institute for Applied Ecology, University of Canberra

I acknowledge the Ngunnawal people as traditional custodians of the ACT and recognise any other people or families with connection to the lands of the ACT and region. I acknowledge and respect their continuing culture and the contribution they make to the life of this city and this region..

[Conservation Research Website](#) | [EPSDD Environment Science Platform](#) |



ACT
Government

Environment, Planning and
Sustainable Development

From: Sch 1 1.14
Sent: 15/01/2025 4:07 PM
To: Sch 1 1.14
; Sch 2.2(a)(ii)
Subject: ACT Wombat Review - Stakeholder Engagement - ACT NRM

Yuma Sch 1 1.14 ,

I would like to introduce you to Sch 2.2(a)(ii) , who has been working with the Office of Nature Conservation to undertake an independent review of wombat management in the ACT.

As discussed, we are super keen to ensure that a range of views and perspectives are captured as part of the ACT Wombat Review, and so it would be great to include ACT NRM into the stakeholder engagement phase. Sch 2.2(a)(ii) will be facilitate the stakeholder discussions, which will be held online and should last about an hour; to ensure everyone is comfortable engaging in a frank and honest discussion, there will be no-one from my team present.

Here is a bit more background context for your interest - This review aims to evaluate the current practices, policies, and challenges associated with wombat management in the ACT. It serves as a resource for policymakers, and other stakeholders seeking to align conservation goals with practical management strategies. Specifically, the review explores:

1. **Legislation and Policy:** An overview of the legal frameworks governing wombat management in the ACT and other jurisdictions. A comparative analysis of wombat management frameworks across Australian states and territories.
2. **Threats to Wombat Populations:** An assessment of key threats, including sarcoptic mange, road collisions, habitat fragmentation, and climate variability.
3. **Complexities of Management:** An exploration of the ecological, social, and economic factors that make wombat management challenging. Insights into the diverse and often conflicting priorities of stakeholders, ranging from rural leaseholders and developers to conservationists and the Ngunnawal community.
4. **Management Tools and Strategies:** An evaluation of available methods, including fencing and burrow modifications, and their effectiveness in mitigating wombat-related damage.
5. **Recommendations for Action:** Evidence-based proposals to improve wombat management while ensuring ecological sustainability and stakeholder cooperation.

Djan yimaba!

Sch 1 1.14

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Out of Scope

For organizers: [Meeting options](#)

From: Sch 1 1.14 "
Sent: 15/01/2025 10:09 AM
To: ' Sch 1 1.14
Cc: " Sch 2.2(a)(ii)
Subject: ACT Wombat Review - Stakeholder Engagement - Ngunnawal

Sch 1 1.14

I would like to introduce you to Sch 2.2(a)(ii) , who has been working with the Office of Nature Conservation to undertake an independent review of wombat management in the ACT.

We are super keen to ensure that Ngunnawal perspectives are captured as part of the wombat review, and so hoping that we can organise a time for you to meet online with . **To ensure everyone feels comfortable engaging in an open and honest discussion with , there will be no-one from my team present during the discussion.**

Here is a bit more background context for your interest - This review aims to evaluate the current practices, policies, and challenges associated with wombat management in the ACT. It serves as a resource for policymakers, and other stakeholders seeking to align conservation goals with practical management strategies. Specifically, the review explores:

1. **Legislation and Policy:** An overview of the legal frameworks governing wombat management in the ACT and other jurisdictions. A comparative analysis of wombat management frameworks across Australian states and territories.
2. **Threats to Wombat Populations:** An assessment of key threats, including sarcoptic mange, road collisions, habitat fragmentation, and climate variability.
3. **Complexities of Management:** An exploration of the ecological, social, and economic factors that make wombat management challenging. Insights into the diverse and often conflicting priorities of stakeholders, ranging from rural leaseholders and developers to conservationists and the Ngunnawal community.
4. **Management Tools and Strategies:** An evaluation of available methods, including fencing and burrow modifications, and their effectiveness in mitigating wombat-related damage.
5. **Recommendations for Action:** Evidence-based proposals to improve wombat management while ensuring ecological sustainability and stakeholder cooperation.

Djan yimaba!

Sch 1 1.14

Djan Yimaba Yara (*Thank you and Bye in Ngunnawal language*).

Sch 1 1.14

Fauna Ecology | Office of Nature Conservation
Environment, Planning and Sustainable Development Directorate | ACT Government
480 Northbourne Avenue, Dickson ACT 2602 | www.act.gov.au/environment
[Conservation Research Website](#) | [EPSDD Environment Science Platform](#) | View our story map collection [here](#)!

I acknowledge the Ngunnawal people as traditional custodians of the ACT and recognise any other people or families with connection to the lands of the ACT and region. I acknowledge and respect their continuing culture and the contribution they make to the life of this city and this region.



From: Sch 1 1.14
Sent: 21/11/2023 5:14 PM
To: 'Sch 1 1.14'
Subject: RE: Wombat strategy for the ACT

Hi Sch 1 1.14

Just a heads up that we have shifted away from doing a strategy at this stage – it needs to be framed as a review just so Sch 2.2(a)(ii) knows. Happy to jump in if I am needed.

Sch 1 1.

From: Sch 1 1.14 >
Sent: Tuesday, November 21, 2023 4:11 PM
To: Sch 2.2(a)(ii)
Cc: Sch 1 1.14
Subject: RE: Wombat strategy for the ACT

Dear Sch 2.2(a)(ii)

We were hoping we could arrange a meeting to discuss in more detail what we were thinking with regard to work on Wombats. We could then draw up the grant.

Do any of the following times suit?

Thursday 23rd November– 11am to 1

Friday 24th November 10am to 1:30

Thursday 30th November – 11am, 3:30pm

Friday 8th December – anytime 10am -2:30

Thanks

Sch 1 1.14

From: Sch 2.2(a)(ii)
Sent: Monday, November 6, 2023 7:43 PM
To: Sch 1 1.14
Subject: Re: Wombat strategy for the ACT

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Hi Sch 1 1.14

Thats great news.

I look forward to seeing a more detailed project proposal.

Cheers

Sch 2.2(a)(ii)

From: Sch 1 1.14
Sent: Monday, 6 November 2023 3:40 PM
To: Sch 2.2(a)(ii)
Subject: Wombat strategy for the ACT

Hi [Sch 2.2(a)(i)]

I have checked and the Fauna Research Alliance would be an appropriate entity to grant the wombat strategy work through.

I will work on bringing together our draft deed and requirements and will get back to you

Regards

[Sch 1 1.14]

From: [Sch 2.2(a)(ii)]
Sent: Monday, October 30, 2023 9:55 AM
To: [Sch 1 1.14] >
Subject: Re: E-introduction - Wombat strategy for the ACT

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Hi [Sch 1 1.14]

1.30 is fine, but I do have a meeting to go to at 2pm.
talk to you then

cheers

[Sch 2.2(a)(i)]

From: [Sch 1 1.14]
Sent: Monday, 30 October 2023 8:16 AM
To: [Sch 2.2(a)(ii)]
Subject: RE: E-introduction - Wombat strategy for the ACT

Hi [Sch 2.2(a)(i)]

Thanks for getting back to me.

I will give you a ring tomorrow at 1:30 if that still works for you?

Cheers

[Sch 1 1.14]

From: [Sch 2.2(a)(ii)] >
Sent: Friday, October 27, 2023 11:29 AM
To: [Sch 1 1.14]
Subject: Re: E-introduction - Wombat strategy for the ACT

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Hi [Sch 1 1.14]

Nice to e-meet you too.

Apologies, I didn't see your response in time.

For some reason it only Hayleys email showed up in my inbox, and I missed your response in the thread.

I'm always happy to talk about wombats.

I am available for a chat this afternoon if that suits or i can do Monday after 10 am, Tuesday before 2 pm or Wednesday between 1.30-3pm.

My number is Sch 2.2(a)(ii)

cheers

Sch 2.2(a)(ii)

From: Sch 1 1.14
Sent: Friday, 20 October 2023 3:49 PM
To: Sch 2.2(a)(ii)
Subject: RE: E-introduction - Wombat strategy for the ACT

Hi Sch 2.2(a)(ii)

Lovely to e-meet you.

It might be simplest if I give you a call next week to discuss?

Does 3:30 on Tuesday 24th work for you? Or 10am on Wednesday? Or some other time entirely?

Looking forward to hearing from you

Cheers

Sch 1 1.14

Sch 1 1.14

Environment, Planning and Sustainable Development Directorate | ACT Government
480 Northbourne Avenue, Dickson | [Office of Nature Conservation](#)

I acknowledge the Ngunnawal people as traditional custodians of the ACT and recognise any other people or families with connection to the lands of the ACT and region. I acknowledge and respect their continuing culture and the contribution they make to the life of this city and this region.

From: Sch 2.2(a)(ii)
Sent: Friday, October 20, 2023 4:13 PM
To: Sch 1 1.14; Sch 2.2(a)(ii)
Subject: E-introduction - Wombat strategy for the ACT

You don't often get email from Sch 2.2(a)(ii) [Learn why this is important](#)

Caution: This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe. [Learn why this is important](#)

Hi Sch 2.2(a)(ii)
and Sch 1 1.14

I'd like you e-introduce you to each other so you can talk further on possibly working together on a wombat strategy for the ACT.

Sch 2.2(a)(ii)

Sch 1 1.14

I've shared some details with [Sch 2.2(a)(i)] on the wombat strategy project, but you both might like to get into all the nitty gritty specifics without me.

Happy chatting

[Sch 2.2(a)(i)]

This email, and any attachments, may be confidential and also privileged. If you are not the intended recipient, please notify the sender and delete all copies of this transmission along with any attachments immediately. You should not copy or use it for any purpose, nor disclose its contents to any other person.

Wombats

Wednesday, 10 April 2024 2:06 PM

Wombat review

This grant is to undertake a review of bare-nosed wombat (*Vombatus ursinus*) policy, legislation, status, processes for decision-making (governance), issues and current activities and programs within the ACT. The review will be conducted by the following specified personnel: [Sch 2.2\(a\)\(ii\)](#)

Issues include, but are not limited to, **human-wombat conflict, damage impacts to the environment (e.g., erosion), disease and population management, resourcing of programs, quality or relevance of monitoring data, stakeholder attitudes, compliance and regulation and the impacts of urban development on bare-nosed wombat populations.**

The review should include some comparison to policies and activities undertaken by other jurisdictions, and a literature review into guidelines for **best practice management**. The review must also include recommendations to address identified issues, such as knowledge gaps, policy gaps, resources needed, governance reforms / approaches or stakeholder consultation.

The outcomes of the review would be captured in a succinct word document, and as part of a path forward, clearly articulate what needs to be considered if a strategy for wombat management in the ACT were to be developed.

Stakeholders

- Wombat rescue and ACT wildlife
- Licencing and compliance

Topics brought up by stakeholders

- Abundance status - ie overabundant, declining etc
 - [e need to identify how wombats can/should be managed legally if causing damage to bldgs/exacerbating erosion etc.](#)
- 1) Farm safety as regarding wombat holes either walking, riding a horse, side by side, motorcycle ,tractor, truck. Personally having had an ankle operation and 3 month on crutches after such an incident at only 30/kph from a motorcycle.
 - 2) Income loss due to injury.
 - 3) Increased workers compensation cost after claim.
 - 4) Damage to infrastructure essentials services, stock watering points, buildings, power poles(Bush Fire), water pipes both stock and domestic . _ [More detail the damage is to the pipes and the type of pipes that are sustaining damage](#)
 - 5) Stock management stock accessing areas/paddocks through holes in or through wombat holes leading to additional economic loss.
 - 6) Animal welfare livestock becoming trapped in wombats holes leading to a slow inhumane death. This extends to family pets and the emotional and mental heath related to grieving the loss. - [More detail, what type of livestock and how frequently does this occur](#)
 - 7) Bio security hazard , land managers unable to fully contain stock on the farm. Lice, foot rot etc. - [Is this animals damaging fencing and preventing stock from being contained - clarify](#)
 - 8) Public Safety along riparian zone.
 - 9) Trespass by members of the public rescuing/treating mangey wombats.
 - 10) Massive erosion events triggered by wombat burrowings.
 - 11) A lack of co-operation, unwillingness and accountability to land holders with in ACT Govt. when land managers are repairing environmental destruction created by wombats.
 - 12) Obstructive and burdensome legislation by government hampering correct , humane and environmentally sound outcomes to secure a correct outcome reflecting the community's expectations and standards.
 - 13) If wombat numbers are allow to keep increasing at their current population growth rate, parts of ACT's rural lands will have marginal ability to be farmed, due to disruption of farming practices.
 - a) Erosion - With 4 to 6 burrows per wombat, and their preference for digging in and around

creek lines, they directly cause enormous damage to waterways. The thousands of hours and dollars spent in erosion control measures on farms is frequently undone by wombats, with direct consequences for the health of rivers and riparian ecosystems, not to mention the impacts to farm productivity.

b) Management – It is farmers and their livestock that unfairly cop the blame for ‘bad land management’, however farmers are not allowed to euthanise sick (mangey) wombats on their own properties or prevent erosion caused by wombats. Through our Land Management Agreements we are obligated to conserve nature, but in the case of wombats and the damage they cause we are prevented from doing so by the current regulatory environment.

c) Legislation / regulation – as a protected native animal the current rule to call a ranger to euthanise a sick wombat is unworkable and is inhumane. Culling of kangaroos is permitted (as necessary and within boundaries) and wombats should be able to be similarly managed.

d) Health and liability – OH&S and legal liability issues are part of farming and it is statistically a dangerous occupation, however having wombat burrows makes it so much worse. In other occupations there is responsibility for maintaining a safe workplace, but we are prevented from doing this for ourselves, our children and livestock.

There is a need for greater sharing of knowledge about the distribution and abundance of wombats today, plus their historic occurrence and population levels. This, along with local Aboriginal cultural values and what is a sustainable number for the landscape in any given location, may need further research. But the precautionary principle should be applied - a lack of knowledge not stopping necessary action. I understand that some survey work is being undertaken in a couple of locations and I look forward to hearing the findings.

Put in contact with **Sch 1 1.14**
Road kill data on wombats
Send monitoring report

1st August meeting with **Sch 2.2(a)(ii)**

- Has spoken to [REDACTED], she will send data end of August
- Policy and legislation for all states, including how it has changed over time
- Numbers of wombats licenced to be culled has reduced in NSW and Tassie over recent years - public pressure
- Notes but not writing on what does and doesn't work
- Reviewed AVPMA regulations
 - o One [REDACTED] works under has expired (website out of date)