

Victorian Carbon Farming Program Pilot

Project Guidelines for Grant Funding

Victorian Carbon Farming Program

North Central Catchment Management Authority Region Pilot



July 2023
V.1.1



Energy,
Environment
and Climate Action

We acknowledge and respect Victorian Traditional Owners as the original custodians of Victoria's land and waters, their unique ability to care for Country and deep spiritual connection to it.

We honour Elders past and present whose knowledge and wisdom has ensured the continuation of culture and traditional practices.

DEECA is committed to genuinely partnering with Victorian Traditional Owners and Victoria's Aboriginal community to progress their aspirations.



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The new Department of Energy, Environment and Climate Action (DEECA) was established on 1 January 2023. This department includes the previous Agriculture, Forestry and Resource functions of the Department of Jobs, Precincts and Regions (DJPR).

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1. Background

The Victorian Carbon Farming Program (VCFP) has been developed to assist the State of Victoria in meeting its goal of net zero emissions by 2045.

The program supports this goal by providing incentives to establish high-value tree plantings on privately owned land in Victoria. The program is being initiated via a \$3 million dollar pilot in the North Central Catchment Management Authority (NCCMA) region¹ (VCFP Pilot) which will be delivered over 18 months.

Under the VCFP Pilot a register of qualified, experienced, and reputable project advisors will be assembled to assist the delivery of tree planting projects.

Registered Project Advisors (RPAs) will work with landowners to develop tree-planting projects (VCFP Projects) and apply for grant funding according to the conditions outlined in these Project Guidelines for Grant Funding (Project Guidelines).

The purpose of these Grant Guidelines is to set out the conditions which the Department will apply to the funding of VCFP Projects in the Pilot Area. It aims to guide Registered Project Advisors and Landowners through the application for grant funding for VCFP Projects.

The VCFP is being delivered alongside the Bushbank program² which is targeting broadscale environmental plantings with a key objective being the delivery of biodiversity outcomes. Therefore projects that seek to achieve the objectives of Bushbank, insofar as broadscale land conversion for biodiversity purposes, are not eligible for the VCFP. The VCFP limits environmental plantings to projects that demonstrate a strategic importance for productivity purposes, such as those that are arranged in shelterbelts, riparian buffers or other integrated planting types.

2. Program Objectives and Outcomes

The objectives of the VCFP are to:

- incentivise Victorian Landowners to integrate shelterbelts and agroforestry plantings on their farms to sequester carbon and deliver co-benefits including wood products
- support the private sector to assist Landowners in maximising revenue from carbon, timber or other environmental markets
- improve understanding of Landowners towards growing high value shelterbelts, woodlots or agroforestry plantings

The success of the VCFP Pilot will lead to outcomes that:

- create new avenues for timber supply to local industry
- foster alliances between Landowners and industry professionals who will advocate for the broader uptake of tree growing on farms
- contribute to the state's goal of net zero emissions by 2045
- demonstrate the efficacy of the program's delivery approach to inform potential design improvements for future iterations of the program.

¹ <https://www.nccma.vic.gov.au/>

² Details of the BushBank program are available at: <https://www.environment.vic.gov.au/bushbank>

3. The Opportunity

The VCFP is making \$3 million available to pilot its approach to support tree growing projects in the NCCMA region. Under the VCFP Pilot grants model, eligible Landowners and Registered Project Advisors (RPA) will be invited to jointly apply for VCFP grants which will support the collaborative design, implementation and delivery of tree growing projects on the Landowner's Land over a period of 10 years.

In applying for a VCFP Project grant, RPAs and Landowners must work together to develop a Project Plan according to the terms and conditions outlined in these Grant Guidelines.

RPAs and Landowners will be responsible for negotiating an equitable distribution of the grant funding, and any revenue generated from the tree growing project, including ownership of the planted trees, timber rights and/or carbon rights (Distribution). Details of the Distribution must be provided with the Joint Project Application which must be submitted by an RPA on behalf of the Landowner-RPA partnership.

The Joint Project Application must include and will be assessed on the potential carbon sequestration to be delivered through the project, as modelled using the Commonwealth Government's Full Carbon Accounting Model (FullCAM), using the appropriate version of FullCAM³. This will form the basis for calculation of the project revenue.

The assessment of VCFP Project proposals will also consider the extent to which the Project Plan can unlock additional value through:

- the generation of timber, either for commercial sale or for on-property uses
- the offsetting of emissions associated with the Landowner's productive enterprise
- the production of credits in carbon or environmental markets
- other on-property co-benefits related to productivity and/or land value improvement.

The decision to offer grant funding will be formally assessed on the criteria outlined in Section 8 of these Guidelines and will be at the absolute discretion of the Department.

If a RPA and Landowner are successful in their Joint Project Application for a grant to undertake a VCFP Project they will be required to enter into, and comply with the requirements of:

- a Project Advisor Deed of Grant (RPA)
- a Landowner Deed of Grant (Landowner)

³ Information regarding the appropriate version of FullCAM to be used can be found at: <https://www.dcceew.gov.au/climate-change/publications/full-carbon-accounting-model-fullcam>



Grant Funding Amounts

The amount of VCFP Project grant funding is calculated based on the VCFP Project's modelled carbon stock at year 10 (as estimated using FullCAM) and correlated with the price per tonne of CO₂e at the rate defined in Table 1.

Funding is capped up to a maximum amount per hectare, depending on the size of the VCFP Project (see Table 2 and Appendix 1). VCFP Project payments and per hectare maximum funding limits will be indexed at a rate of 2.5% per annum.

No permanence or risk of reversal discounts apply to VCFP payments.

While the VCFP is not prescriptive about species, Projects that are outside the National Plantation Inventory (NPI) region⁴ or that are not listed species within FullCAM, must model their plantings in FullCAM as Mixed Species Environmental Plantings, according to the procedures outlined in the *Reforestation by environmental or mallee plantings FullCAM* method.

However, projects that are outside the NPI region, or propose to use a species not listed in FullCAM may be eligible for an additional payment (as defined in Table 1) if they can demonstrate via the Project Plan that the project intends to produce harvested wood products (For-Harvest Project), has a clear pathway to market including documented evidence that arrangements or agreements for off-take have been initiated, and is located on a site that can be demonstrated as suitable and capable of producing harvested wood products for local industries and markets. A decision to award the additional payment is at the full discretion of the department.

Important: Updates to the forthcoming FullCAM Public Release 2023 propose to include a new capability to model plantations outside of NPI regions, and allow for the modelling of a broader suite of species. Any future release of FullCAM will be considered by the Department for its applicability to the VCFP, and any approval or directive of its use for VCFP projects will be at the Department's absolute discretion.

⁴ Access maps and spatial data for NPI regions at <https://www.agriculture.gov.au/abares/forestsaustralia/forest-data-maps-and-tools/spatial-data/australias-plantations>



Table 1: VCFP Project Grant funding schedule (as at FY 2023/24)

Funding Item	Funding amount
Carbon stock of VCFP Project planting/s	\$25 per tCO ₂ e stocked*
Additional hectares planted outside NPI region, or for species not listed in FullCAM**	Payment equivalent x 1.75 the calculated rate

*Price indexed at 2.5% from the beginning of FY 2023/24, FullCAM estimate at year 10

** For-Harvest Projects only, where projects using the Mixed Species Environmental Plantings model are deemed suitable and capable of producing harvested wood products for local industries and markets (as approved at the discretion of the department)

Grant Funding Limits

The upper limit of grant funding to a project is determined by the project's size. This mechanism works by setting a maximum nominal per-hectare amount of \$5,000 for the first 20 hectares, which drops to \$3,000 for each additional hectare between 21-50 hectares, and then \$2,500 for additional hectares between 51 and up to the maximum project size of 100 hectares.

This design element anticipates that economies of scale will increase the viability of projects in their own right and reduces the disadvantage that smaller projects face in becoming economically viable.

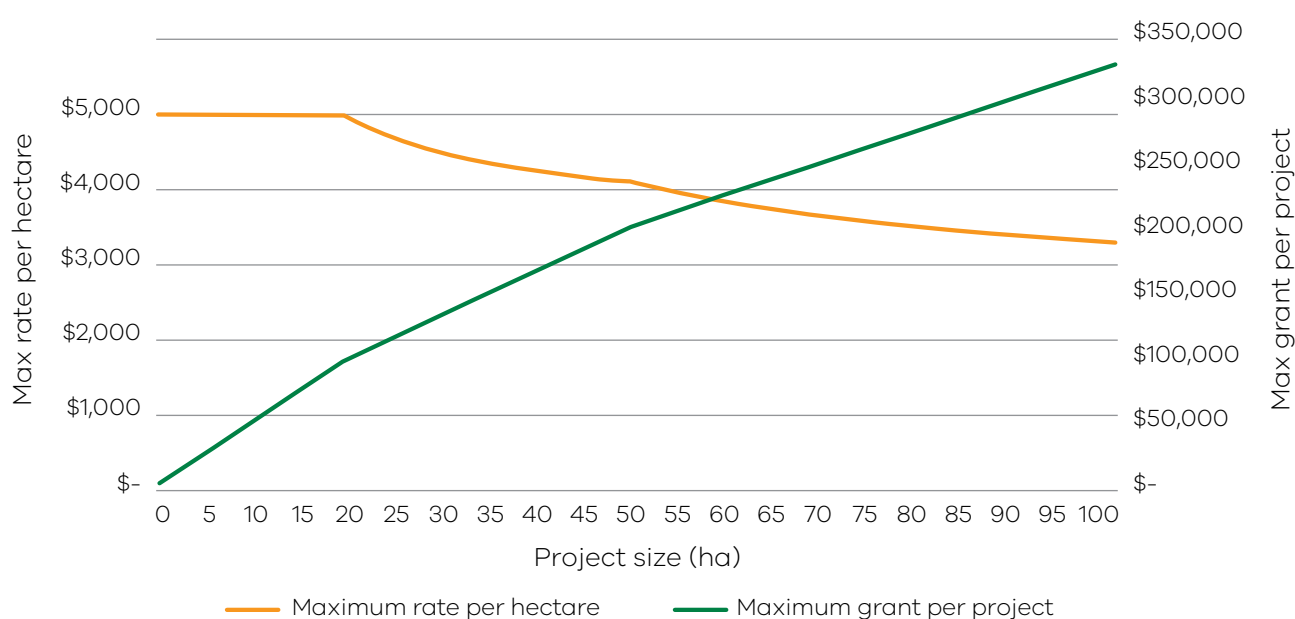
The maximum rate per hectare is summarised in Table 2 with the actual calculated maximum per hectare rate provided in Appendix 1 and summarised in Figure 1.

Table 2: VCFP Project Grant funding limits (as at FY 2023/24)

Hectares	Maximum rate per hectare*
0-20	\$5,000 per hectare
21-50	\$3,000 per hectare
51-100	\$2,500 per hectare

*Per hectare rate applied cumulatively. See Appendix 1 for detail on how the cumulative rate is calculated and applied.

Figure 1: Maximum grant relative to project size (area)



Grant Funding Payment Schedule

The duration of VCFP Projects is 10 years, and payments are released in fixed proportions upon delivery of reporting and verification milestones submitted at set intervals as per Table 3.

Table 3: VCFP Project funding release schedule

Year	1	3	5	10	Total
Total VCFP Project Grant Funding proportion released	40%	10%	20%	30%	100%

Grant Funding Distribution

Total grant funding to a VCFP Project must be shared between the Landowner and the RPA at a proportion negotiated and agreed between the RPA and the Landowner. The payment split must be outlined and justified in the Project Plan submitted to the Department via the Joint Project Application.

In the example provide in Box 1, the apportioning of revenue assumes the landowner is responsible for project expenses associated with the purchase of seedlings, site preparation, fencing etc. Decisions around the funding split should be made in the context of Project Exit Clauses defined in Section 13.

Box 1: Example of the funding schedule and split between the Landowner and RPA

Project location: Clunes
Project size: 20 hectares
Planting type: Block (woodlot)
Species: *Eucalyptus cladocalyx* (Sugar Gum)
Total CO₂e Sequestered at year 10: 4,394 tonnes
Price per tonne CO₂e: \$25

Management regime: Targeting sawlog generation on a 40 year rotation. Post establishment weed control undertaken at years 2 and 3; form prune at year 3, and uplift at year 7.

The revenue allocation is fixed by the Program and cannot be amended.

The proportion of revenue flowing to the Landowner and Project Advisor must be negotiated between the two parties and defined in the Project Plan.

Year	1	3	5	10	Total	Revised total
VCFP revenue allocation	40%	10%	20%	30%	100%	
Calculated revenue	\$43,941	\$10,985	\$21,970	\$32,956	\$109,852	\$100,000
Adjusted revenue + CPI	\$40,000	\$10,506	\$22,076	\$37,466	\$110,048	
Landowner proportion	80%	60%	80%	85%		
RPA proportion	20%	40%	20%	15%		
Landowner revenue	\$32,000	\$6,303	\$17,661	\$31,846	\$87,811	
RPA revenue	\$8,000	\$4,203	\$4,415	\$5,620	\$22,238	

Revenue that flows to the Project Advisor should be justified in the Project Plan, for example, to facilitate plantation inventory, contract admin, facilitate pruning works etc.

Revised total in line with Grant Funding Limits defined in Appendix 1 of the Project Guidelines.

4. Responsibilities of Registered Project Advisors and Landowners

The RPA and Landowners must commit to undertaking a range of responsibilities when applying for funding for, and during the execution of, VCFP Projects, including:

Registered Project Advisor Responsibilities	<ul style="list-style-type: none"> • Identifying Landowners to participate in the Program. • Partnering with Landowners to design projects. • Modelling carbon stocks in FullCAM. • Developing and submitting the Joint Project Application. • Entering into a Joint Project Agreement with the Landowner to deliver the VCFP Project, where funding is approved. • Overseeing the delivery of all project-related activities, ensuring adherence with local planning laws, industry codes of practice, environmental regulations and occupational health and safety standards. • Monitoring the project and providing periodic status reports at defined intervals for 10 years or when a significant disturbance event occurs. • Entering into a Project Advisor Deed of Grant with the Department where funding is approved. • Being the interface between the Department and the Landowner including facilitating the execution of grant funding agreements between the Department and the Landowner. • Where agreed with the Landowner, administering any interaction with carbon, timber, biodiversity markets or other relevant markets on behalf of Landowners⁵. • Accounting to the Department for receipt and expenditure of the grant funds.
Landowner Responsibilities	<ul style="list-style-type: none"> • Endorsing and signing the Joint Project Application. • Providing land for the VCFP Project and committing to retaining and managing the trees for a minimum of 10 years. • Providing or securing investment to fund any costs that may be required in excess of VCFP grant funds to deliver the project, or to facilitate the project beyond the VCFP grant period. • Granting the RPA a licence to access their land for the term of the Joint Project Agreement for the purposes of project implementation and monitoring, data collection and reporting. • Alerting their RPA to any disturbance event that affects the project. • Where grant funding of a project is expected to exceed \$100,000 (exclusive of GST) in total value, agreeing to grant the Department a charge over the Project Land and for the Department to lodge a caveat on the lots covering the Project Land to protect its interest and secure performance of the Landowner Deed of Grant obligations (see section 14). • Entering into a Joint Project Agreement with a RPA and a Landowner Deed of Grant with the Department where funding is approved, with a commitment to aid the establishment of trees on their land for a minimum of 10 years.

⁵ If the Registered Service Provider plans on selling Australian Carbon Credit Units or other financial products under the *Corporations Act 2001* (Cth) it will require an Australian financial services licence or a valid exemption (for further information refer: <https://asic.gov.au/carbon>).

5. Eligibility

To be considered for funding, VCFP Projects must meet the project eligibility criteria, including adherence to all regulatory approvals, and not fall within one of the Exclusions described on page 10.

Landowner eligibility

To be eligible to make a Joint Project Application for a VCFP Project grant, Landowners must:

- be the freehold owner of Land within the NCCMA region. All owners on the title must agree to the conditions of the VCFP Project funding and will be required to co-sign the Landowner Deed of Grant. This requirement does not extend to other eligible interest holders such as mortgagees (banks)
- not have an aggregated annual turnover from the Land (per Landowner) exceeding \$3 million
- not have been convicted of an offence against a law of the Commonwealth, a State, or a Territory, where the offence relates to dishonest conduct, fraud, false or misleading statements, information or documents, or the environment
- have partnered with a VCFP RPA to develop a grant proposal
- not have entered a Deed of Grant for a VCFP Project within the last three years.

Registered Project Advisor eligibility

To be eligible to make a Joint Project Application for grant funding for a VCFP Project delivered under the VCFP Pilot, a RPA must:

- be included on the Register of Project Advisors as published on the VCFP webpage
- continue to meet the eligibility requirements of the EOI Guidelines

Regulatory approvals

Applicants must be aware of the relevant approvals, licenses or permits that are required to deliver the proposed VCFP Project. This includes any relevant planning approvals associated with plantation development or bushfire regulations.

Project eligibility

Proposed VCFP Projects must be designed to support the Department to achieve the objectives and outcomes of the VCFP Pilot at Section 2. Detailed project eligibility constraints are provided in Table 4.

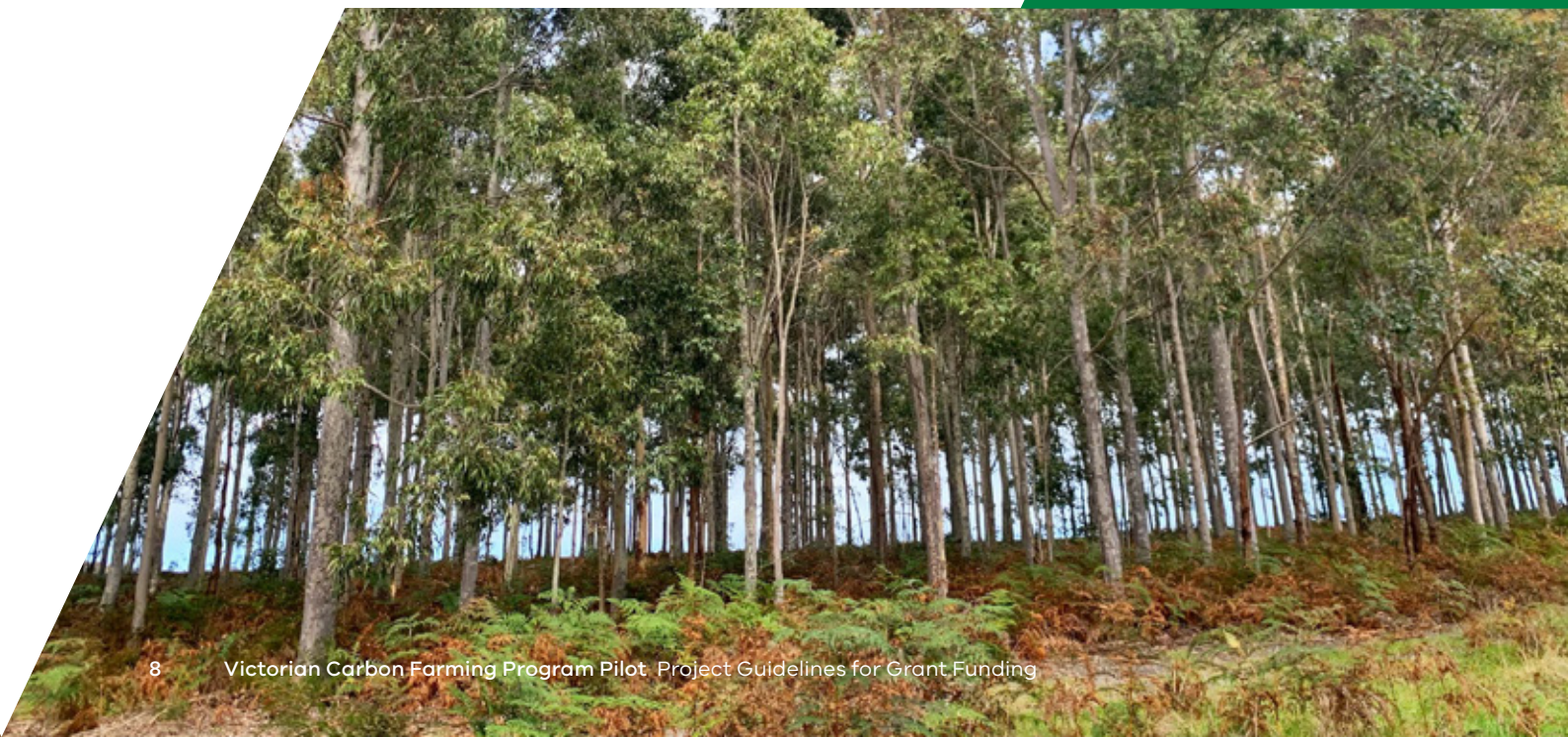


Table 4: Project eligibility constraints

Project size	<ul style="list-style-type: none"> The maximum project size is 100 hectares. Plantings can be non-contiguous providing a minimum block size of 0.2 hectares and a minimum width of 10 metres is achieved. For projects greater than 50 hectares (and less than 100 hectares), the project application must provide additional information as to why the project requires funding under the VCFP Pilot and the extent to which other funding avenues have been explored or leveraged. Additional information includes financial modelling and expected returns of the project.
Permanence	<ul style="list-style-type: none"> The permanence obligation for VCFP Projects is 10 years. Both the Landowner and the RPA must commit to maintaining and managing the trees for a minimum of 10 years.
Management regime	<ul style="list-style-type: none"> The VCFP Pilot is non-prescriptive with respect to management regime or species selection and supports the RPA and Landowner identifying and implementing a management/silvicultural regime that is most suited to individual site conditions, aligned with good forestry practice and that can meet the broader objectives of the VCFP. The management regime must be outlined in the Project Plan accompanying the Joint Project Application. All proposed activities under the regime (eg planting, weeding, spraying, thinning etc.) must be justified as to how they will help achieve VCFP Project objectives. The management regime must outline the intended management activities for the long-term (ie beyond the 10 year project window).
For-Harvest project	<ul style="list-style-type: none"> For-Harvest projects (ie that intend for the trees to be harvested for commercial wood products) must justify the selection of species and silviculture regime in the Project Plan. For-Harvest projects are only eligible on land which receives above an annual 400 mm rainfall as per the CFI rainfall map⁶. Appropriate justification and evidence must be provided on the suitability of the species to be grown in the Project area. Evidence might include proximal examples of plantation success using the same or similar species.
Forest Cover	<ul style="list-style-type: none"> Plantings must be able to achieve Forest Cover at maturity. Land has Forest Cover if the vegetation on the land includes trees that: <ul style="list-style-type: none"> are 2 metres or more in height; and have the potential to provide crown cover of at least 20% of the land. To note – 20% crown cover is a minimum and projects should outline stocking density and management regime as a surrogate for expected crown cover which will inform project viability.
Crown Cover	<ul style="list-style-type: none"> Crown cover is the amount of land covered by the outer edges of a tree or group of trees. To work out the planting density required to reach 20 per cent crown cover, multiply the number of trees per hectare by the crown area in hectares. For example, for a tree species with a mature crown diameter of 3.5 to 4 metres, about 150–200 trees per hectare would be required after all thinning had been completed. Applicants are encouraged to plant more than the minimum number of trees required, to allow a buffer for tree mortality or thinning, noting a stocking rate of less than 400 stems per hectare is considered unlikely to be able to achieve Forest Cover.

⁶ <https://data.gov.au/dataset/ds-dga-b46c29a4-cc80-4bde-b538-51013dea4dcb/distribution/dist-dga-beb93add-1f5b-42a0-9a7e-d174d0139435/details?q=>

Exclusions

Environmental plantings that are not shelterbelts, riparian buffers or other integrated planting types, and have the primary purpose of broad (paddock) scale land conversion for biodiversity benefits, are excluded from the VCFP. Such projects may be eligible under the Bushbank program⁷.

Projects seeking funding from the Commonwealth government's Support Plantation Establishment (SPE) program are also excluded from the VCFP.

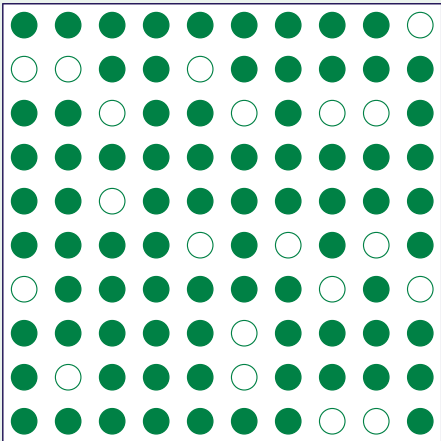
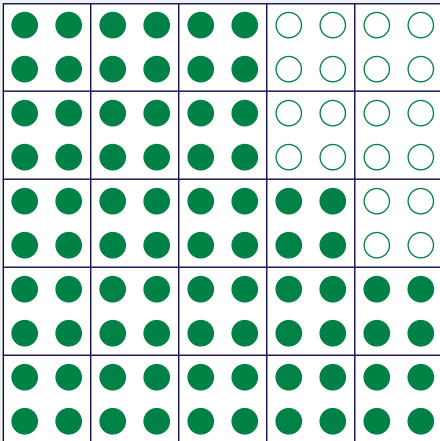
⁷ <https://www.environment.vic.gov.au/bushbank>



6. Grant Conditions

The following table outlines at a high-level the conditions that apply to a VCFP Project. Further terms and conditions related to grant funding are provided in the respective Deed of Grants.

Table 5: Grant conditions

Establishment success	<ul style="list-style-type: none"> The VCFP Pilot defines successful establishment of a planting to have occurred when: <ul style="list-style-type: none"> – 80% of seedlings have established per hectare planted; and – no area of establishment failure is greater than 0.2 ha. To provide evidence of successful establishment of VCFP Project plantings, RPAs must submit an Establishment Report at Year 3 of the Project. The Establishment Report must contain: <ul style="list-style-type: none"> – photographs which evidence establishment results – detail of the extent of any establishment failure across the VCFP Project – any relevant supporting documentation. If areas of the planting have been unsuccessful based on the above definition, the RPA must provide an updated Project Plan to the Department including: <ul style="list-style-type: none"> – updated map/s of the VCFP Project area (ie showing any excising of unsuccessful establishment area from the VCFP Project area) – a revised Carbon profile (including attaching updated FullCAM estimate/s) – detail of any changes to the management regime resulting from unsuccessful establishment – an updated VCFP Project funding and distribution table to reflect changes in total funding and payment amounts resulting from changes to the VCFP Project's Carbon profile. Replanting may optionally be undertaken to address establishment failure (and disturbance events). Where this occurs there are additional considerations regarding 'Establishment success' – see 'Replanting'. The Program accepts that not all seedlings will survive and has allowed contingency for sporadic seedling mortality within a project (see example a). In this scenario, it can be expected that adjacent trees will deliver the basal area, or grow into the gaps, thereby delivering a similar amount of standing carbon at the end of the project. Where establishment failure is concentrated in an area that exceeds 0.2 ha (example b), a planting is considered non-compliant; this area would be considered "non-forest" as part of a carbon inventory, and therefore at odds with the objectives of the program.
	<div> <div> <p>✓ Compliant</p>  <p>Example a) 1 ha with 80% establishment success</p> </div> <div> <p>✗ Non-compliant</p>  <p>Example b) 1 ha with 0.2 ha establishment failure</p> </div> </div>

Disturbance event	<ul style="list-style-type: none"> • The VCFP Pilot defines a disturbance event as an event (including fire, pest, disease, browsing, flood, or storm event), whether natural or caused by humans, that damages trees or slows their growth in a manner that could result in a loss of carbon. • The threshold for a disturbance event is one which kills one or more trees and affects more than 5% of the Project area, or an event which prohibits the planting from reaching the required crown cover. • Replanting may optionally be undertaken to replace disturbed plantings or to remedy establishment failure – see ‘Replanting’. • Notification of a Disturbance event must be made via a Project Update Report (see Section 11).
Replanting	<ul style="list-style-type: none"> • Replanting is at the discretion of the Landowner, however a decision not to replant areas of unsuccessful establishment or disturbed areas will affect the total grant funding amounts available to the Project. • In the event that a proportion of the planting has failed to establish or has experienced a disturbance event prior to the third anniversary of the Project’s commencement, the Landowner has until the VCFP Project’s third anniversary to replant. • If an area replanted before the VCFP Project’s third anniversary can be shown to have established successfully within the year 3 Establishment Report, the carbon profile and related project funding and distribution table submitted in the original Project Plan can remain unchanged regardless of the fact that the replanted areas will be younger than the original plantings. • If the Landowner does not replant disturbed or unsuccessfully established areas before the VCFP Project’s third year anniversary or replanting efforts are unsuccessful, the RPA must submit an updated Project Plan to the Department as per the requirements detailed at the Establishment Success condition (see above). • If a Landowner elects to replant areas which become disturbed after the third anniversary of the VCFP Project (ie post the submission of the Establishment Report), the RPA must submit an updated Project Plan including a separate Carbon profile specific to the replanted area over the remaining duration of the project to year 10. The replanted area will attract funding per tonne of CO₂e over the remaining duration of the VCFP Project. • Replanting costs are not funded by the Victorian Government.
Early removal of trees	<ul style="list-style-type: none"> • The Landowner must not wilfully remove or destroy VCFP Project trees or neglect VCFP Project obligations under contract. • Catastrophic damage to VCFP Project trees in the absence of natural disturbance that are caused by the Landowner (or by way of Landowner negligence) may trigger a make-good clause in the Landowner Deed of Grant requiring Landowner grant funding be repaid to the Department. • The RPA is not required to repay grant funding in the event of an early removal or destruction of trees by (or caused by) a Landowner.

Carbon estimate	<ul style="list-style-type: none"> • Total carbon sequestration of a VCFP Project must be estimated using FullCAM. Projects must model the projected carbon accumulation over a 100-year period to define the long-term average carbon stock of the Project in tonnes Co₂e. • Management “events” defined in the FullCAM model must be described and justified in the Project Plan. • The total funding available to the VCFP Project is defined by the total carbon stock at 10 years (up to the 100-year average as a maximum), as defined in the FullCAM output using the calculations provided in the relevant Emissions Reduction Fund (ERF) method. • FullCAM plot files and tabular outputs must be provided as part of the Project Plan and in reports where the carbon estimate is updated. • Separate FullCAM estimates and plot files must be provided if the planting blocks differ in species and/or management events, or are separated by a distance of more than 250 metres.
Audit	<ul style="list-style-type: none"> • The Department will carry out periodic audits of VCFP Projects. • Both Landowners and RPAs must agree to the audit terms which define provisions for audit teams to access VCFP Project sites, review records, information or other materials relating to the VCFP Project, and answering of enquiries related to the VCFP Project. • Audits are facilitated and funded by the Department.



7. Application and Assessment Process

Application Process

Applicants are advised to read these Guidelines to understand the eligibility conditions, the conditions of the VCFP Pilot, and implications for Landowners and their businesses.

To apply for grant funding for VCFP Projects, RPA Applicants will need to undertake the following:

Step 1: Establish a Landowner-Registered Project Advisor partnership

Prior to an RPA submitting a Joint Project Application, a Landowner and RPA must agree or agree in principle, to develop and implement a VCFP Project that will be administered over a 10-year period.

Step 2: Submit Joint Project Application and Project Plan

Populate and submit a Joint Project Application including the Project Plan (to be signed by the Landowner and RPA). Templates for these documents can be accessed from the Department upon request.

The Project Plan is a document which sets out the proposed activities and other information relevant to the VCFP Project during the 10-year period. It outlines the management regime, including FullCAM modelling, as well as activities that will be implemented to secure VCFP Project objectives.

Attachments to the Project Plan must include (but are not limited to) the following:

- FullCAM plot files and outputs for each Project area which detail the type and timing of management “events”, including planting, weed control and fertiliser application, and for-harvestable plantings, pruning and thinning (and any other relevant “event” details).
- Maps and associated spatial data (shapefiles) in VICGRID94 Map Projection.
- Georeferenced photos (aerial imagery where possible, or fixed-point images at a minimum).
- a simple cashflow model covering all project expenditure as well as the agreed cost share proportions between the RPA and Landowner.

Step 3: Joint Project Application Assessment process

All eligible and fully completed Joint Project Applications received by the Department will be assessed by an assessment panel against the assessment criteria set out in section 8. The assessment panel will make recommendations for offers of grant funding to the authorised approver for final consideration. The decision to offer grant funding is at the absolute discretion of the Department.

Step 4: Assessment outcome

The Department will endeavour to notify applicants of the outcome of their grant application in approximately 12 weeks from the time of submitting a completed Joint Project Application.

All applicants will receive a letter confirming the outcome of their Joint Project Application. Feedback by the Department will be offered to any unsuccessful applicants.

Application opening and closing dates

Submission of a Joint Project Application for the VCFP Pilot will open in July 2023 and close in December 2024, unless the funds are exhausted or the Department, at its discretion, decides to close the VCFP Pilot for applications prior to that date. In such a case, RPAs will be contacted to discuss any Project applications that are under development.

Applications may be submitted at any time between the opening and closing dates. Applications submitted outside of the opening and closure dates will not be considered.

8. Assessment Criteria

Joint Project Applications received by the Department will be assessed against the assessment criteria set out below.

The assessment criteria are intended to assist RPA and Landowners to design projects that align with VCFP objectives, and ultimately, to inform the Department's decision as to whether a project may be funded.

No.	Criteria	Weighting
1	Suitability of the project within its landscape context Assessed on: <ul style="list-style-type: none"> a. the consideration given to the technical viability of the project with respect to species selection, spatial arrangement, and the suitability of the project within a landscape context, including the potential carbon benefit b. evidence to support the project's implementation approach including site access consideration and the proposed management regime over the life of the project c. justification of the project funding split between the RPA and Landowner with consideration given to apportioning risks and responsibilities between the parties d. overall level of detail provided in the Joint Project Application and Project Plan 	40
2	Project feasibility Assessed on: <ul style="list-style-type: none"> a. the financial feasibility of the project as demonstrated in a project budget and/or other supporting information b. the identification of risks and considerations of management activities that reduce the potential for, and severity of, impact c. explanation of the project's operability in terms of contracting requirements, timeframes, and contingency 	40
3	Co-benefits Assessed on: <ul style="list-style-type: none"> a. extent to which co-benefits are considered within the Joint Project Application b. extent to which the economic value of the planting can be realised through a feasible pathway to market (if appropriate) c. extent to which alternative funding streams are considered, identified or utilised to support project delivery 	20

9. Offer and Conditions of Grant

Any Offer of a VCFP Project Grant requires the parties to enter into a VCFP Project Deed of Grant which defines the relevant terms and conditions. Annexures to the Deed of Grant will include a completed Project Plan and other supporting documents prepared in support of the Joint Project Application. To accept the offer, the Deed of Grant must be signed and returned to the Department. Whether to make an Offer of a VCFP Project Grant is at the absolute discretion of the Department.

There will be no contractual relationship or entitlement to grant funding unless and until:

- a Joint Project Agreement has been signed by the RPA and the Landowner
- a Project Advisor Deed of Grant has been signed by the RPA and the Department
- a Landowner Deed of Grant has been signed by the Landowner and the Department.

The Department reserves the right to withdraw any Offer of a VCFP Project Grant if all three of the above documents have not been signed within two months of issue.

These Grant Guidelines contain the conditions on which Landowners and RPAs may develop and submit a Joint Project Application for grant funding for a VCFP Project.

The content of and any discussions Applicants may have with a representative of the Department are for information only and do not constitute advice.

The Department makes no representation that a Joint Project Application will be accepted, approved or endorsed and reserves the right to make no funds available under the VCFP Pilot.

All costs of preparing and lodging a Joint Project Application are the responsibility of the Applicants and will not be recoverable from the Department under any circumstances.

The Department makes no representation that an Applicant will be offered any VCFP Project grant funding.

Applicants should seek independent professional advice before submitting a Joint Project Application or entering into a Project Advisor Deed of Grant, Landowner Deed of Grant or Joint Project Agreement.

By participating in the VCFP Pilot, the RPA and Landowner agree that the State will own all data captured in any reporting or evaluation activities required in connection with the VCFP and may use the data for any State purpose related to the VCFP.

All Joint Project Applications become the property of the Department on submission. The Applicant will retain all ownership rights in any Intellectual Property Rights contained in its Joint Project Application, however each Applicant, by submission of its Joint Project Application, is deemed to have granted a licence to the Department to reproduce the whole, or any portion of, its Joint Project Application for the purposes of enabling the Department to assess the Joint Project Application.

The Deed of Grant is a legally enforceable document that defines the obligations of the Grant Recipient and the Department. It will set out the requirements or conditions that must be met prior to payment of a grant instalment to a Grant Recipient.

10. Evaluation and Reporting

An important component of the VCFP Pilot is to learn from the experience of its participants and determine how the program may be improved after the pilot phase to best secure its overall objectives. To assist in this, RPAs and Landowners will be required to participate in a Department-led performance and monitoring component for the VCFP Pilot.

Participants in the VCFP Pilot may receive an evaluation survey from the Department and may be required to participate in a VCFP evaluation meeting nearing the end of the 18 month pilot.

The evaluation surveys may be required for a period of up to three years following completion of any VCFP Pilot related activities where a payment of funding was made.

By participating in the VCFP Pilot, participants agree that the State will own all data captured in any evaluation or report required in connection with the VCFP and may use the data for any State purpose. RPAs and Landowners also grant the State a licence to use any Intellectual Property Rights captured in

any evaluation or report required in connection with the VCFP and may use the Intellectual Property Rights for any purpose.

These obligations are non-negotiable requirements for all participants of the VCFP. Non-compliance with these requirements could impact eligibility for future programs conducted by the Department. Successful VCFP Pilot outcomes may be used in program evaluation reviews and the Department's marketing collateral.

The Department reports on grants and programs it administers. The reporting includes the identity of successful applicants and projects and where applicable, deviates from or expectations to the assessment and approvals processes set out in these guidelines.

11. Project Reporting Requirements

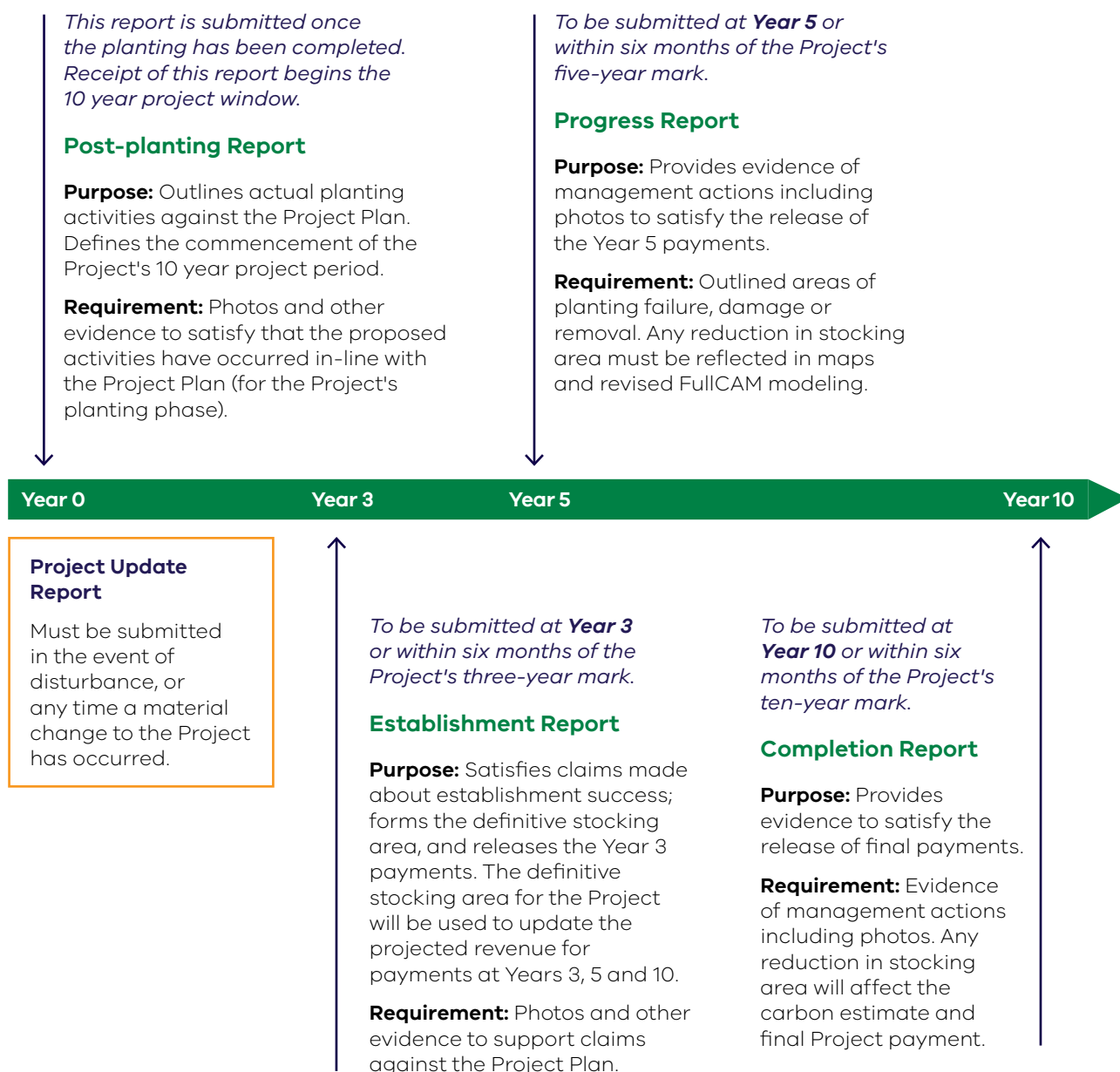
RPAs are required to provide periodic reports on behalf of the Landowner to define the VCFP Project's progress and status. The reporting schedule (set out below) coincides with payments that will be delivered upon receipt of the relevant reports. The minimum reporting requirements include:

- A **Post-planting Report** is to be submitted to the Department once all VCFP Project planting is complete. The Post-Planting Report must describe actual planting activities performed against the Project Plan. It must also include fixed-point photos and other evidence to satisfy the Department that the proposed planting activities have occurred in-line with the Project Plan. The date the Post-planting Report is received by the Department is the commencement of the VCFP Project's 10 year project period (Project Commencement). This report must be received by the Department within 12 months of signing the Deed of Grant.
- An **Establishment Report** is to be submitted to the Department within six months of the third anniversary of Project Commencement. The Establishment Report must include fixed-point photos and other evidence that demonstrate planting establishment success and will be used to determine the definitive stocking rate and area that must be capable of achieving Forest Cover. Any reduction to the 10 year carbon stock value of the VCFP Project (tCO₂e) will reduce VCFP Project payments for Years 3, 5 and 10.
- A **Progress Report** is to be submitted to the Department within six months of the fifth anniversary of Project Commencement. The Progress Report must include fixed-point photos and evidence of management activities to satisfy the release of the five year funding allocations. It must also outline any areas of disturbance, damage or tree removal. Any reduction in Project Land must be reflected in updated maps and an updated Project Plan and Carbon profile via FullCAM. Any reduction to the 10 year carbon stock value of the VCFP Project (tCO₂e) will reduce VCFP Project payments for Years 5 and 10.
- A **Completion Report** is to be submitted to the Department within six months of the tenth anniversary of the Commencement Date. The Completion Report must include fixed-point photos and evidence of management activities to satisfy the conditions of release for final payments. Any reduction in Project Land will affect the carbon estimate and final VCFP Project payment.
- **Project Update Reports** must be submitted in the event of disturbance, or any time a material change to the VCFP Project has occurred.

It is the responsibility of the RPA to submit the reports to the Department. Each report must be signed and endorsed by the Landowner.



Figure 2: Schematic overview of VCFP reporting requirements



12. Project Agreements

Joint Project Agreement

It is a condition of receiving funding for a VCFP Project that the RPA and Landowner must have entered into a Joint Project Agreement. While the Department is not party to the Joint Project Agreement, a declaration must be provided to the Department in the VCFP Project Deed of Grant that the:

- Joint Project Agreement has been signed by the RPA and the Landowner
- the Joint Project Agreement includes Key Terms agreed between the RPA and the Landowner
- the RPA and Landowner have taken independent legal advice prior to entering into the Joint Project Agreement or have elected not to do so.

The State (through the Department) is not and will not be deemed to be a party to the Joint Project Agreement nor any agreement between the RPA or Landowner and is not liable in any way for the acts or omissions of a RPA or Landowner, or any obligations under the Joint Project Agreement or any other agreement between the RPA and the Landowner.

VCFP Project Deeds of Grant

Once a VCFP Project has been approved for funding, the Department will enter into:

- a funding agreement with the RPA (Project Advisor Deed of Grant), and
- a separate funding agreement with the Landowner (Landowner Deed of Grant).

These funding agreements are in place to facilitate VCFP Project payments and outline the specific project conditions relevant to each party.

13. Project Exit Clauses

There are a range of circumstances which may require a VCFP Project to be altered or terminated, with differing implications depending on the situation as outlined below.

Registered Project Advisor exit

RPAs are free to exit the Register of Project Advisors provided they have given the Department one month's notice. However, the RPA must comply with its existing Project Advisor Deed of Grant and ensure all its VCFP Projects are managed to completion over the ten-year term following their exit from the Register, including delivery of any reporting requirements. This may be achieved by the RPA arranging, with the State's prior written consent, for their Joint Project Agreement(s) (and associated Project Advisor Deed of Grant) to be assumed by (novated to) other RPA(s) with the agreement of the Landowner and the State. The State will have the right to recover all grant funds paid to the RPA under the Project Advisor Deeds of Grant if the RPA fails to ensure the continuity of the delivery of its VCFP Projects, with interest of 2% per annum applied from the date of the payment (of the relevant Grant instalment) to the date of refund.

Landowner exit

If Project Land is sold within the first five years of Project Commencement, the Landowner must secure agreement of the new owner to take a novation of the Joint Project Agreement(s) and associated Landowner Deed of Grant. If it does not do so, the Department will have the right to terminate the Landowner Deed of Grant and Project Advisor Deed of Grant and recover from the Landowner all grant funds paid to the Landowner under the Landowner Deed of Grant (plus 2% interest per annum). The RPA would not receive any further payments under the project but is not liable to refund any grant funds they have received under the Project Advisor Deed of Grant.

If Project Land is sold more than five years after Project Commencement, the Joint Project Agreement(s) and associated Landowner Deed of Grant may be novated to a new owner if they consent. If the new owner does not consent, the Department will have the right to terminate the Landowner Deed of Grant and Project Advisor Deed of Grant. The RPA would not receive any further payments under the project. Neither the RPA nor the Landowner would have to refund any grant funds paid to them under their Deed of Grant.

14. Compliance and Governance

Information only

The Department reserves the right to make changes to these Grant Guidelines as required. Any changes to these Grant Guidelines will not affect the eligibility of the Applicants and Joint Project Applications made prior to the date of publication of any update.

Project costing treatment of GST

Landowner Applicants should note that all project costs included in the Joint Project Application must be exclusive of GST. In order to claim GST with grant payments, Landowner Applicants must be registered for GST collection purposes.

Security

Where grant funding of a VCFP Project is expected to exceed \$100,000 (exclusive of GST) in total value, to secure the performance of certain obligations contained in the Landowner Deed of Grant (Secured Obligations) the Landowner must:

- i. grant the State an equitable charge over the Land in which the Project Land is contained (Charge); and
- ii. agree that the Department may lodge a caveat over land the subject to the charge.

The State will remove the caveat at completion or termination of the VCFP Project. The Landowner is not liable for costs incurred to record or remove the caveat.

The caveat will not prevent the Landowner from leasing or selling the Project Land to a third party. However, if the Landowner seeks to lease or sell the Project Land, they are obligated to provide notice to the Department, notify the third party of the Charge and the Secured Obligations, and ensure that:

- i. any purchaser of the Project Land takes a novation of the Deed of Grant and Joint Project Agreement; and
- ii. the lease is subject to the Charge, Secured Obligations and Joint Project Agreement and the tenant agrees to perform the obligations under the Deed of Grant or allow the Landowner to do so and allows the Project Advisor to access the Project Land to continue to perform the obligations under the Joint Project Agreement.

If the Landowner sells the Project Land within the first five years of Project Commencement without performing the obligations described at i. above, the Department may terminate the Landowner Deed of Grant and Project Advisor Deed of Grant and require the Landowner to refund all or part of the grant funding and pay interest on the repaid money (see Project exit clauses above in Section 13).

If the Landowner sells the Project Land after five years, the Landowner remains obligated to provide notice to the Department, and to notify the third party. If the third party does not consent to a novation of the Deed of Grant and Joint Project Agreement the Department will have the right to terminate the Deed of Grant.

15. Acknowledgement

It is a condition of receiving funding that RPAs and Landowners will cooperate with the Department in the promotion of the VCFP Pilot. This may include involvement in media releases, case studies or promotional events and activities.

Applicants:

- must not make any public announcement or issue any press release regarding the VCFP or the VCFP Pilot without prior approval of the Department
- will be required to provide their consent to being named on any of the Department's VCFP and VCFP Pilot publicly facing products including promotional websites, application forms, and the like
- who receive funding may be required to contribute information on activity outcomes for the state to use in communications materials.

16. Further Support

A representative of the Department will be available to provide additional support to applicants.

Please contact: carbonfarming@ecodev.vic.gov.au

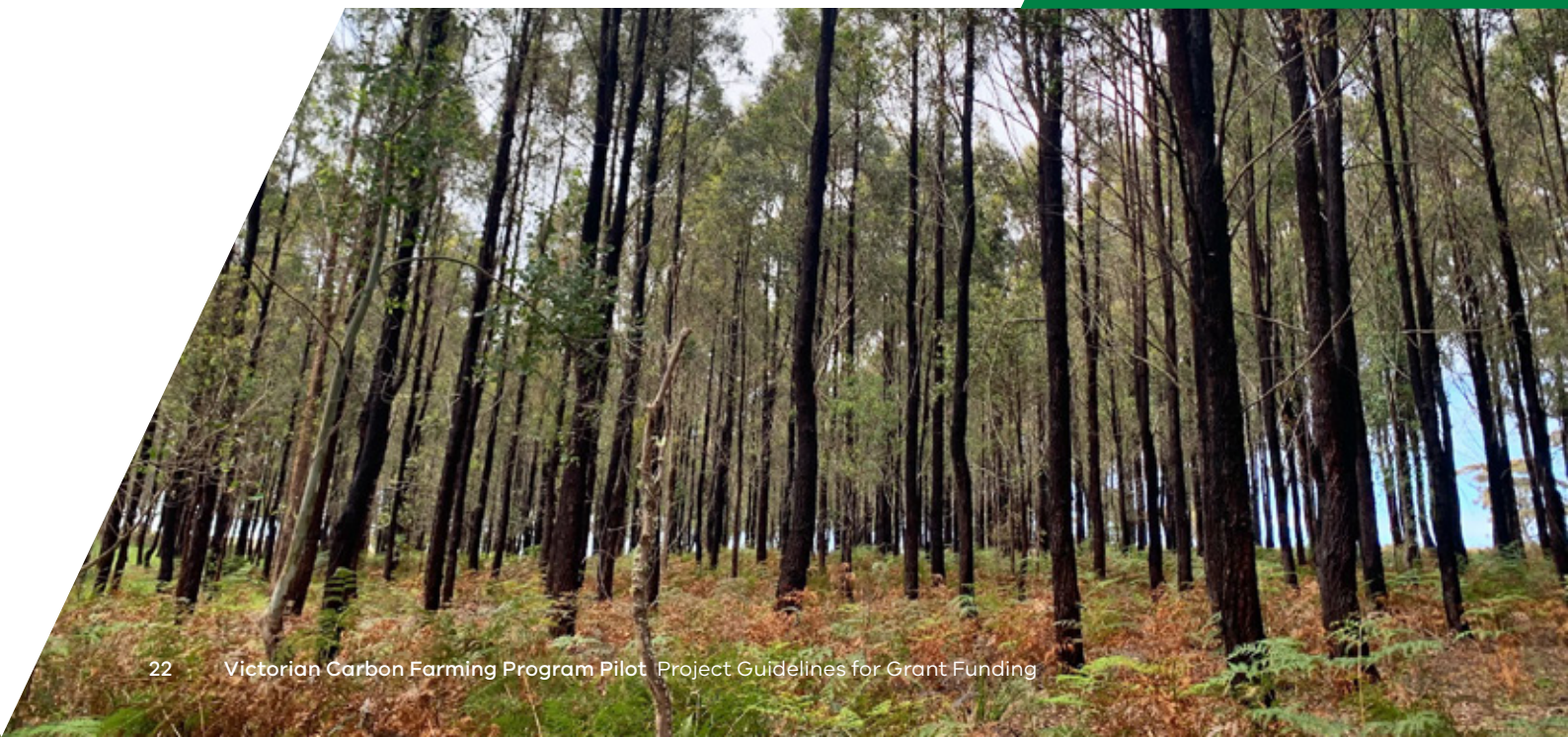
17. Privacy

Information provided by the Applicants for the purpose of submitting a Joint Project Application will be used by the Department for the purposes of assessment of Joint Project Applications, program administration and program review.

In submitting a Joint Project Application, the Applicant consents to the provision of their information for the purpose of assessing applications.

If there is an intention to include personal information about third parties in the Joint Project Application, please ensure they are aware of and consent to the contents of this privacy statement. Any personal information about the Applicant or a third party will be collected, held, managed, used, disclosed or transferred in accordance with the provisions of the *Privacy and Data Protection Act 2014 (Vic)* and other applicable laws.

Personal information may be disclosed and shared with external advisors, under a confidentiality arrangement, which assists the Department with the assessment of applications. You may contact us to request access to your personal information at carbonfarming@ecodev.vic.gov.au. The Department's privacy policy can be obtained from <https://www.deeca.vic.gov.au/doing-business-with-us/information-privacy>



18. Definitions

Definitions in the Project Guidelines for Grant Funding

Applicant	Any Registered Project Advisor or Landowner that have submitted a Joint Project Application for grant funding.
Assessment Criteria	The assessment criteria set out in Section 8 of these Grant Guidelines.
Deed of Grant	A Project Advisor Deed of Grant or a Landowner Deed of Grant, as applicable.
EOI Guidelines	Shall mean the EOI Guidelines available at: Appendix 3.
Grant Guidelines	These guidelines (Project Guidelines for Grant Funding) for Landowners and Registered Project Advisors to apply for grant funding for tree planting projects for the Victorian Carbon Farming Program North Central Catchment Management Area Pilot.
Grant Recipient	An Applicant who has entered into a Deed of Grant with the Department.
Intellectual Property Rights	All present and future copyright and neighbouring rights, all proprietary rights in relation to inventions (including patents), registered and unregistered trademarks, trade secrets, know how, registered designs and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
Invitation to Apply for Project Grant Funding under the Victorian Carbon Farming Program Pilot	The letter of invitation to apply for Project Grant Funding under the Victorian Carbon Farming Program Pilot sent by the Department to the Registered Project Advisor.
Joint Project Agreement	An agreement for a VCFP Project between a Registered Project Advisor and a Landowner.
Joint Project Application	An application for grant funding for a VCFP Project made jointly by a Registered Project Advisor and a Landowner.
Joint Project Application Form	The VCFP Project Grant Funding Application Form referred to in the Invitation to Apply for Project Grant Funding under the Victorian Carbon Farming Program Pilot.
Key Terms	The terms describing key issues to be addressed by the RPA and the Landowner in the Joint Project Application.
Land	Land within the Pilot Area that has been cleared of native vegetation for a period of seven years or longer.
Landowner	Person (or persons) who own(s), and is/are responsible for the payment of any rates and taxes that arise in respect of, Land and who may wish to collaborate with a Registered Project Advisor in the delivery of a VCFP Project in the Pilot Area.
Landowner Deed of Grant	The deed of grant issued with the Offer of VCFP Project Grant sent to a Landowner.
Laws	(a) The law in force in Victoria, including common law, legislation and subordinate legislation; and (b) Ordinances, regulations and bylaws of relevant government, semigovernment or local authorities.

Management regime / activities	Activities such as site preparation, weed control, planting, pruning, thinning etc. These activities should be reflected in the project plan and, where appropriate, align with the FullCAM 'management events' described within the FullCAM plot files.
Offer of a VCFP Project Grant	The Letter of Offer for Project Grant Funding under the Victorian Carbon Farming Program Pilot sent by the Department to a Registered Project Advisor or Landowner, as relevant.
'person'	Includes a company.
Pilot Area	The whole of the North Central Catchment Management Authority region as defined in the spatial data available at https://discover.data.vic.gov.au/dataset/catchment-management-authority-boundaries1
Project Advisor Deed of Grant	The deed of grant issued with the Offer of a VCFP Project Grant sent to a Registered Project Advisor.
Project Commencement	The date the Post-planting Report is received by the Department.
Project Land	The area of the Land on which the VCFP Project is to be undertaken as shown in the Project Plan.
Project Plan	The plan setting out the details of the VCFP Project to be undertaken, forming part of the Joint Project Application Form.
Registered Project Advisor or RPA	An entity included on the Register of Project Advisors available at: https://agriculture.vic.gov.au/climate-and-weather/policy-programs-action/victorian-carbon-farming-program

Other Definitions

In these Grant Guidelines, unless the context requires otherwise, terms that are not defined in this section shall have the meaning set out in the EOI Guidelines.

Appendix 1

Calculated Maximum Per Hectare Rate for VCFP Project Grant Funding



Planted hectare/s	Maximum rate per hectare	Maximum grant available	Maximum calculated payment per hectare
1	\$5,000	\$5,000	\$5,000
2	\$5,000	\$10,000	\$5,000
3	\$5,000	\$15,000	\$5,000
4	\$5,000	\$20,000	\$5,000
5	\$5,000	\$25,000	\$5,000
6	\$5,000	\$30,000	\$5,000
7	\$5,000	\$35,000	\$5,000
8	\$5,000	\$40,000	\$5,000
9	\$5,000	\$45,000	\$5,000
10	\$5,000	\$50,000	\$5,000
11	\$5,000	\$55,000	\$5,000
12	\$5,000	\$60,000	\$5,000
13	\$5,000	\$65,000	\$5,000
14	\$5,000	\$70,000	\$5,000
15	\$5,000	\$75,000	\$5,000
16	\$5,000	\$80,000	\$5,000
17	\$5,000	\$85,000	\$5,000
18	\$5,000	\$90,000	\$5,000
19	\$5,000	\$95,000	\$5,000
20	\$5,000	\$100,000	\$5,000
21	\$3,500	\$103,500	\$4,929
22	\$3,500	\$107,000	\$4,864
23	\$3,500	\$110,500	\$4,804
24	\$3,500	\$114,000	\$4,750
25	\$3,500	\$117,500	\$4,700
26	\$3,500	\$121,000	\$4,654
27	\$3,500	\$124,500	\$4,611
28	\$3,500	\$128,000	\$4,571
29	\$3,500	\$131,500	\$4,534
30	\$3,500	\$135,000	\$4,500
31	\$3,500	\$138,500	\$4,468
32	\$3,500	\$142,000	\$4,438
33	\$3,500	\$145,500	\$4,409
34	\$3,500	\$149,000	\$4,382

Planted hectare/s	Maximum rate per hectare	Maximum grant available	Maximum calculated payment per hectare
35	\$3,500	\$152,500	\$4,357
36	\$3,500	\$156,000	\$4,333
37	\$3,500	\$159,500	\$4,311
38	\$3,500	\$163,000	\$4,289
39	\$3,500	\$166,500	\$4,269
40	\$3,500	\$170,000	\$4,250
41	\$3,500	\$173,500	\$4,232
42	\$3,500	\$177,000	\$4,214
43	\$3,500	\$180,500	\$4,198
44	\$3,500	\$184,000	\$4,182
45	\$3,500	\$187,500	\$4,167
46	\$3,500	\$191,000	\$4,152
47	\$3,500	\$194,500	\$4,138
48	\$3,500	\$198,000	\$4,125
49	\$3,500	\$201,500	\$4,112
50	\$3,500	\$205,000	\$4,100
51	\$2,500	\$207,500	\$4,069
52	\$2,500	\$210,000	\$4,038
53	\$2,500	\$212,500	\$4,009
54	\$2,500	\$215,000	\$3,981
55	\$2,500	\$217,500	\$3,955
56	\$2,500	\$220,000	\$3,929
57	\$2,500	\$222,500	\$3,904
58	\$2,500	\$225,000	\$3,879
59	\$2,500	\$227,500	\$3,856
60	\$2,500	\$230,000	\$3,833
61	\$2,500	\$232,500	\$3,811
62	\$2,500	\$235,000	\$3,790
63	\$2,500	\$237,500	\$3,770
64	\$2,500	\$240,000	\$3,750
65	\$2,500	\$242,500	\$3,731
66	\$2,500	\$245,000	\$3,712
67	\$2,500	\$247,500	\$3,694
68	\$2,500	\$250,000	\$3,676

Planted hectare/s	Maximum rate per hectare	Maximum grant available	Maximum calculated payment per hectare
69	\$2,500	\$252,500	\$3,659
70	\$2,500	\$255,000	\$3,643
71	\$2,500	\$257,500	\$3,627
72	\$2,500	\$260,000	\$3,611
73	\$2,500	\$262,500	\$3,596
74	\$2,500	\$265,000	\$3,581
75	\$2,500	\$267,500	\$3,567
76	\$2,500	\$270,000	\$3,553
77	\$2,500	\$272,500	\$3,539
78	\$2,500	\$275,000	\$3,526
79	\$2,500	\$277,500	\$3,513
80	\$2,500	\$280,000	\$3,500
81	\$2,500	\$282,500	\$3,488
82	\$2,500	\$285,000	\$3,476
83	\$2,500	\$287,500	\$3,464
84	\$2,500	\$290,000	\$3,452
85	\$2,500	\$292,500	\$3,441
86	\$2,500	\$295,000	\$3,430
87	\$2,500	\$297,500	\$3,420
88	\$2,500	\$300,000	\$3,409
89	\$2,500	\$302,500	\$3,399
90	\$2,500	\$305,000	\$3,389
91	\$2,500	\$307,500	\$3,379
92	\$2,500	\$310,000	\$3,370
93	\$2,500	\$312,500	\$3,360
94	\$2,500	\$315,000	\$3,351
95	\$2,500	\$317,500	\$3,342
96	\$2,500	\$320,000	\$3,333
97	\$2,500	\$322,500	\$3,325
98	\$2,500	\$325,000	\$3,316
99	\$2,500	\$327,500	\$3,308
100	\$2,500	\$330,000	\$3,300

Appendix 2

Mapping Guidelines for the Victorian Carbon Farming Program



Mapping procedure

Maps must be provided as attachments to the Project Plan, and must also be included with, and updated for, all reports submitted during the VCFP project. Any changes to the Project Land area that may have occurred over the intervening reporting period must be reflected in the maps and noted in the respective report.

Maps can be created using geographic information system (GIS) software. Commonly used GIS tools include QGIS (free), Google Earth (free) and ArcGIS (paid).

The project map will need to define the area where project activities are proposed to occur, represented by mapping polygons. This is the area that becomes VCFP Project Land.

The mapping polygons must represent the planting area only, and exclude any non-plantable areas.

Both PDF maps and data must be provided with the Project Plan. Project Land can be represented in one or more individual maps.

A VCFP Project can consist of land covered by multiple land titles which may be separated by any distance provided they are still within the geographic bounds of the North Central CMA.

Defining model points for FullCAM estimates

Carbon estimates for projects can be submitted using a single FullCAM output, provided all planting blocks are within 250 metres of each other. If any planting block is further than 250 metres away, one or more separate FullCAM estimates must be provided. A model point must be provided for each FullCAM estimate.

All model points must be represented by a latitude and longitude which is at the approximate centre of the planting block or blocks, and is representative of the planting block or blocks modelled in the FullCAM estimate.

Separate FullCAM estimates must also be provided where the tree species or management regime differs across planting blocks.

Figure 1: a) The pink model point defines a single block planting located in the approximate centre of the planting block.
b) The pink model point is located in the approximate centre of three planting blocks all within 250 metres of each other.
c) Two model points define the location of the FullCAM estimates where Block 4 is located more than 250 metres away.



Attributes

The following attributes must be included within the spatial data. A tabular output (MS Excel) must also be provided with the Project Plan.

Attribute	Attribute name	Format
Land Owner Name	LO_NAME	Text String
Registered Project Advisor Name	RPA_NAME	Text String
Block Number	BLOCK_ID	Integer
Block Address	ADDRESS	Text String
Model Point Number	MOD_POINT_ID	Integer
Species	SPECIES	Text String
Area (hectares)	AREA_HA	Integer
Proposed Final Planting Date	DATE_PLANT	Date

General instructions

Geospatial mapping information must meet all of the following requirements:

- include the number of each plating block
- include, where applicable, the Model Point that applies to each planting block
- describe the coordinate system and map projections used, noting that:
 - the datum of all geospatial data must be Geocentric Datum of Australia (GDA2020 preferred, or GDA94)
 - all geospatial data must be either projected to Map Grid of Australia (MGA94) or use a geographic coordinate system (VIGGRID preferred)
- describe the process used to capture the spatial data ensuring a horizontal accuracy of at least 10 metres is achieved
- be submitted electronically and use one of the commonly used interchangeable digital GIS file formats
- provide PDF map outputs and MS readable data attributes in tabular format (eg MS Excel).

Appendix 3

Victorian Carbon Farming Program Pilot Expression of Interest Guidelines



Victorian Carbon Farming Program Pilot

Expression of Interest EOI Guidelines

Version 2

For the

VICTORIAN CARBON FARMING PROGRAM
PROJECT ADVISOR REGISTER

APRIL 2023

Authorised by the Department of Energy,
Environment and Climate Action
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Energy, Environment and Climate Action 2023

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E: carbonfarming@ecodev.vic.gov.au

W: agriculture.vic.gov.au/victorian-carbon-farming-program

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1. Background

The Victorian Government is taking action to reduce the state's emissions to net zero by 2045 and build climate resilient communities and industries.

In 2017 Victoria introduced the *Climate Change Act*, becoming one of the first jurisdictions in the world to legislate a net-zero emissions target. Since enacting the legislation, Victoria has established emissions reduction activities and targets within each key economic sector.

In 2021 the Victorian Government announced its Climate Change Strategy. The strategy includes an interim commitment to reducing the state's total greenhouse gas emissions by 45-50 per cent below 2005 levels by 2030. The establishment of trees on agricultural land is one of the activities supported to achieve targets commitments under the Land Use, Land Use Change and Forestry (LULUCF) sector pledge¹.

The Victorian Carbon Farming Program (VCFP) has been developed to support the LULUCF pledge and the state's climate change targets with a funding commitment of \$15.33 million over 10 years.

An initial \$3 million VCFP pilot program (VCFP Pilot) in the North Central Catchment Management Authority Region (Pilot Area) will be delivered over a period of 18 months commencing in 2023. A broader roll out of the VCFP will be delivered following an evaluation of the VCFP Pilot.

2. Program Overview

Planting trees on private land is a well-accepted strategy to offset emissions associated with climate change. Well designed and managed tree planting projects also offer landowners a range of benefits including but not limited to shelter and shade, erosion control, salinity management, aesthetics and wood production.

The state recognises that tree planting at scale is costly and requires specialised expertise to ensure appropriate design and management to maximise the value of plantings. It also acknowledges that the existing carbon payment pathways offered under the Commonwealth Emissions Reduction Fund (ERF) that are intended to stimulate tree planting have not seen significant uptake in Victoria due, at least in part, to high administration costs associated with auditing and administering ERF projects. The capacity to generate returns on properties in Victoria is therefore limited due to the state's proportionally smaller agricultural land units, comparative to other parts of the country.

The VCFP aims to increase opportunities for Victorian landowners to generate revenue through carbon sequestration by activating properties that are currently only marginally economically viable within the context of the ERF, and in doing so, help to develop and improve Victoria's carbon farming industry over time.

The VCFP therefore seeks to provide incentives for private Landowners to establish plantings that deliver high-value trees, serving the dual purpose of reducing the state's carbon footprint, while delivering on-property benefits to Landowners.

To achieve this the VCFP will:

- draw on the expertise of suitably qualified project advisors to stimulate interest among Landowners in tree growing projects through sponsored outreach activities;
- provide opportunities to build strong professional relationships between project advisors and Landowners that will endure throughout the critical years of planting, establishment and formative management; and
- enable delivery of well designed, high-value tree growing projects.

The VCFP is being delivered alongside the Bushbank program² which is targeting broadscale environmental plantings with a key objective being the delivery of biodiversity outcomes. Therefore projects that seek to achieve the objectives of Bushbank insofar as broadscale land conversion for biodiversity purposes are not eligible for the VCFP. The VCFP limits environmental plantings to projects that demonstrate a strategic importance for productivity purposes, such as those that are arranged in shelterbelts, riparian buffers or other integrated planting types.

¹ For more detail on the sector pledge, see climatechange.vic.gov.au/victorian-government-action-on-climate-change

² BushBank program: environment.vic.gov.au/bushbank

3. Program Objectives and Outcomes

The objectives of the VCFP are to:

- incentivise Landowners to integrate shelterbelts and agroforestry plantings on their properties to sequester carbon and deliver co-benefits including wood products;
- support the private sector to assist Landowners in maximising revenue from carbon, timber or other environmental markets; and
- improve understanding of Landowner motivations towards growing high value shelterbelts, woodlots or agroforestry plantings.

The VCFP Pilot is designed to deliver outcomes that:

- create new avenues for timber supply to local industry;
- foster alliances between Landowners and industry professionals who will advocate for the broader uptake of tree growing on properties;
- contribute to the state's goal of net zero emissions by 2045; and
- demonstrate the efficacy of the program's delivery approach to inform potential design improvements for future iterations of the program.

4. The Opportunities

This EOI is targeting suitably qualified and experienced business entities to participate in the VCFP Pilot. Successful respondents to the EOI will be included on a Register of Project Advisors who will assist in the delivery of the pilot. This includes identifying Landowners to participate in the pilot and assisting them to design and implement tree growing projects over a period of 10 years. Eligibility requirements for inclusion on the Register of Project Advisors are outlined in Section 6 of this document.

Respondents who are assessed as meeting the criteria for inclusion on the Register of Project Advisors will be given written notice of their inclusion and will then be invited to participate in one or both of the opportunities offered under the VCFP Pilot as defined below.

Opportunity 1: Application for sponsorship to deliver Outreach Activities in support of the program

The intent of this opportunity is to support advocacy of the program and to encourage Landowners within the VCFP Pilot area to make their land available for project activities.

The application for sponsorship of a Registered Project Advisor will require submission of an Outreach Activity Plan which will demonstrate the ways in which the Registered Project Advisor will engage with Landowners to promote the VCFP Pilot.

As a component of the sponsored Outreach Activities, Registered Project Advisors will also be required to assist in the evaluation of the VCFP Pilot which will include periodic reporting, both written and in person, to the Department. This process will enable development of support activities for both Landowners and Registered Project Advisors under future iterations of the program.

Further details about the application process for sponsorship and the delivery of VCFP Pilot Outreach Activities are set out in Section 9 of these Guidelines.

Opportunity 2: Application for grant funding to deliver VCFP Projects

Registered Project Advisors will be eligible to apply for VCFP grants to enable the design, implementation and delivery of tree growing projects in collaboration with Landowners (**VCFP Projects**).

Registered Project Advisors will identify and work with Landowners to design and develop proposals for tree growing on the Landowner's property that meet the requirements of the Victorian Carbon Farming Program Project Guidelines.

Registered Project Advisors and Landowners will be responsible for negotiating an equitable distribution of grant funding, and any revenue generated from the tree growing project, including ownership of the trees and/or carbon rights.

The guidelines for VCFP Project grants are set out in a separate document titled Victorian Carbon Funding Program Project Guidelines.

The grant application must include and will be assessed on the potential carbon sequestration to be delivered through the project, as modelled in FullCAM, and this will form the basis for calculation of the project revenue.

The assessment of VCFP Project proposals will also consider the extent to which Registered Project Advisors can unlock measurable additional value through:

- the generation of timber, either for commercial sale or for on-property uses;
- the offsetting of emissions associated with the Landowner's productive enterprise;
- the production of credits in carbon or environmental markets; and
- other on-property co-benefits related to productivity and land value improvement.

5. Responsibilities of Registered Project Advisors

5.1 Requirement to apply for a VCFP Project within 12 months

Successful respondents included on the Register of Project Advisors are under no obligation to apply for sponsorship to deliver Outreach Activities, or to apply for grants to undertake tree growing projects with Landowners. However, the Department may, in its absolute discretion, remove an appointee from the Register of Project Advisors if it has not made an application for a VCFP Project grant, or made reasonable efforts to enter into a VCFP Project grant within 12 months of being appointed to the Register.

5.2 Requirements for Sponsorship recipients

If a Registered Project Advisor seeks and is successful in obtaining sponsorship to undertake Outreach Activities, they will need to comply with the requirements of the sponsorship agreement which includes obligations to:

- provide quarterly activity reports for the duration of the VCFP Pilot being 18 months, including a final summary report to document the success and challenges of their Landowner engagement approach;
- account to the Department for receipt and expenditure of the sponsorship funds; and
- participate in the Department's evaluation of the VCFP Pilot which may include attendance at Department led meetings or workshops, or completion of surveys;
- further detail on sponsorship is detailed at section 9.

5.3 VCFP Project Requirements

If a Registered Project Advisor seeks and is successful in obtaining a grant to undertake a VCFP Project, the Registered Project Advisor will be required to comply with the requirements of the deed of grant which includes obligations to:

- collaborate with the Landowner to design the project (including modelling carbon sequestration in FullCAM), and to develop and submit a project application on behalf of a Landowner;
- enter into an agreement with the Landowner to deliver the approved project;
- oversee the delivery of all project-related activities ensuring adherence to local planning laws, industry codes of practice, environmental regulations and workplace health and safety standards;
- monitor and evaluate the project, and provide periodic status reports to the Department at specified intervals for a period of 10 years or following the occurrence of a significant disturbance event;
- act as the primary interface between the Department and the Landowner, including assisting to facilitate the execution of a funding agreement between the Department and the Landowner;
- where negotiated, administer interaction with carbon, timber, biodiversity markets or other relevant markets on behalf of Landowners³; and
- account to the Department for receipt and expenditure of the grant funds.

6. Eligibility

Responses to this EOI are invited from businesses that can provide the following:

- Evidence of:
 - Australian registration for business (ABN) of an established business entity as at 1 July 2022 or earlier;
 - conducting business in Victoria; and
 - currency of all relevant policies of insurance, including Workcover insurance (as applicable), not less than \$20 million cover for public liability insurance risks, and not less than \$5 million per occurrence for professional indemnity risks.
- Confirmation of:
 - independence from Commonwealth, State and Local government agencies or bodies;
 - not being a publicly funded institution;
 - not being an industry association⁴;
 - meeting all the industrial relations obligations as an employer in accordance with the National Employment Standards under the Fair Work Act 2009 (Cth); and
 - willingness to participate in and be bound by the requirements of Opportunities 1 and 2 of the VCFP, including entry into relevant sponsorship and grant agreements.

³ If the Registered Project Advisor plans on selling Australian Carbon Credit Units or other financial products under the *Corporations Act 2001* it will require an Australian financial services licence or a valid exemption (for further information refer: asic.gov.au/carbon).

⁴ An industry association is an association with a membership of businesses and stakeholders representing business or a particular industry sector

7. EOI Response

The Department is seeking EOIs from suitably qualified business entities to be included on a Register of Project Advisors to deliver Outreach Activities, and/or to undertake VCFP Projects in the Pilot Area under the VCFP Pilot (the **Register**).

Responses to the EOI are sought from established businesses who can demonstrate experience and capacity in one or more of the following areas:

- Plantation development/management
- Management of carbon projects using vegetation methods
- Native vegetation establishment and management.

Respondents to this EOI who are included by the Department on the Register as a Project Advisor may be invited to apply for:

- VCFP sponsorship funding to undertake Outreach Activities
- VCFP project grant(s) to undertake VCFP Projects.

Inclusion on the Register of Project Advisors will be for the duration of the VCFP Pilot (18 months), provided that within 12 months of their inclusion on the Register, the Project Advisor has applied for, and made reasonable efforts to enter into, at least one VCFP Project deed of grant with the Department.

This EOI is intended to create a select group of Registered Project Advisors of sound reputation and with demonstrated experience in delivering tree planting projects. It is expected that the VCFP Pilot will inform how the Department proceeds with the program beyond the initial pilot phase, and those entities involved in the Pilot will have opportunity to advise potential improvements to the program.

8. EOI Response Conditions

These EOI Guidelines contain the conditions on which:

- respondents may express interest to be included on the Register; and
- If approved, Registered Project Advisors may apply for VCFP sponsorship funding for Outreach Activities.

The VCFP Pilot Project Guidelines are set out in a separate document and contain the conditions on which a Registered Project Advisor may apply for VCFP grant funding once a VCFP Project has been identified.

The content of and any discussions the Respondent may have with a representative of the Department are for the purposes of information only and do not constitute advice. Independent professional advice should be sought before submitting a response to this EOI or entering into any subsequent sponsorship or grant agreement.

These EOI Guidelines incorporate the Terms and Conditions of Participation (see Section 13) which prescribe the rules for participation in the EOI Process. By submitting a response, the Respondent/Registered Project Advisor acknowledges it is bound to comply with each of the Terms and Conditions of Participation and agrees to do so.

All costs of preparing and lodging an EOI response are the responsibility of the Respondent and will not be recoverable from the Department under any circumstances.

The Department makes no representation that:

- a Respondent to the EOI will be included on the Register of Project Advisors; or
- a Registered Project Advisor will be offered any VCFP sponsorship or grant funding.

The Department reserves the right to:

- not issue any invitations for VCFP sponsorship, grant, or both;
- not make any funds available under the VCFP;
- extend the closure date for the EOI;
- conduct any additional EOI rounds to increase the number of eligible Registered Project Advisors; or
- invite any one or more, or all, Registered Project Advisors to apply for VCFP Pilot sponsorship, grant, or both.

8.1 Publicity

Subject to the confidentiality obligations relating to the EOI Process, it is a condition of receiving funding under any agreement entered into with the Department following the EOI that Registered Project Advisors will cooperate with the Department in the promotion of the VCFP Pilot. This may include involvement in media releases, case studies or promotional events and activities and may require the Registered Project Advisors to contribute information on activity outcomes for the Department to use in communications materials.

The Department will seek approval to use any imagery associated with the activity owned by the Registered Project Advisor prior to the publication of any such promotional materials, and may request Registered Project Advisors to fact check any text prior to its publication where appropriate.

Registered Project Advisors must **not make any public announcement or issue any press release regarding the VCFP or the VCFP Pilot without prior approval of the Department.**

All Registered Project Advisors will be required to provide their consent to being named on any of the Department's VCFP and VCFP Pilot publicly facing products including promotional websites, application forms and other media.

8.2 Removal from the Register

The Department reserves the right to remove any Registered Project Advisor from the Register if in the reasonable opinion of the Department the Registered Project Advisor has breached a deed of grant or sponsorship agreement in a material way, or the Registered Project Advisor has not applied for a grant within 12 months of being included on the Register, nor has demonstrated reasonable efforts to commence a VCFP Project.

A Registered Project Advisor may at any time request their removal from the Register. However, if the Registered Project Advisor has commenced any activity under a VCFP Pilot grant or sponsorship agreement, the terms and conditions of any such agreement must be fulfilled and any outstanding breach must be remedied.

9. Sponsorship opportunity

As detailed at 5.2, following successful appointment to the register, Registered Project Advisors may be invited to apply for sponsorship to undertake Outreach Activities.

Outreach Activities eligible for Sponsorship include:

- facilitation of community meetings to present the opportunities available to Landowners through the VCFP Pilot;
- visits and discussions with groups or individuals about available opportunities under the VCFP Pilot;
- participation in media events (local radio, television, online or print media) to promote the VCFP Pilot; and
- other activities aligned with the objectives of the program and the requirements of the sponsorship agreement may be considered following discussions with the Department.

Registered Project Advisors who are sponsored to undertake Outreach Activities must agree to the VCFP Sponsorship conditions which require, at a minimum:

- the submission of quarterly reports (template provided) outlining project facilitation and delivery approach activities undertaken;
- participation in the VCFP Pilot evaluation process which includes a half day workshop with the Department prior to the conclusion of the VCFP Pilot;
- delivery of activities in line with the Registered Project Advisor's approved Outreach Activity Plan; and
- other terms and conditions as outlined in the Sponsorship Agreement.

A maximum amount of \$20,000 (exclusive of GST) in sponsorship of Outreach Activities will be available to a Registered Project Advisor.

Applications for sponsorship must be submitted in line with the VCFP Pilot Sponsorship Guidance Note and include:

- an Outreach Activity Plan detailing the number and type of Outreach Activities proposed;
- a detailed budget for each Outreach Activity proposed;
- confirmation of the Registered Project Advisor's commitment to:
 - deliver the reporting and evaluation activities; and
 - compliance with the sponsorship terms and conditions.

10. Expression of Interest Assessment Process

10.1 Expression of Interest opening and closing dates

The EOI for Respondents to be included on the Register of Project Advisors for the VCFP Pilot will open on 12 April 2023 and close on 12 May 2023. Responses to the EOI may be lodged at any time between the opening and closing dates. EOI responses made outside of these dates will not be considered.

10.2 Expression of Interest Process

Respondents will need to undertake the following process and comply with these EOI Guidelines.

Step 1: Prior to submission

Prior to completing the EOI Application Form, Respondents are advised to read these EOI Guidelines to establish eligibility.

Step 2: Expression of Interest Application Form

Respondents are requested to contact the Department at carbonfarming@ecodev.vic.gov.au for a copy of the draft Project Guidelines for VCFP Projects and link to the online EOI Application Form.

Upon receipt of the EOI Application Form complete the form including providing evidence to support Assessment Criteria claims and details of referees.

Step 3: Assessment process

A Department convened assessment panel will assess eligible responses against the Assessment Criteria set out in the following tables.

The decision to include a respondent on the Register as a Registered Project Advisor is at the absolute discretion of the Department.

Expression of Interest Assessment Criteria	Weighting
<p>1. Relevant experience</p> <p>The Respondent has provided:</p> <ul style="list-style-type: none"> information on its reputation, existing relationships and track record in the tree growing industry, including the experience of key people who will be involved in management and delivery of any services; information on its performance against workplace health and safety standards and principles including describing any procedures and the details of any systems or tools used; and detailed examples of its delivery of successful timber, carbon, environmental, agroforestry or shelterbelt tree growing projects including any relevant examples of activities within the North Central Catchment Management Authority region. <p>Assessed on:</p> <ul style="list-style-type: none"> the relevance of experience and quality of information and detailed examples provided; performance against workplace health and safety standards and principles; and the alignment of the experience and past performance with the objectives of the VCFP Pilot (see Section 3 Program Objectives and Outcomes). 	30%
<p>2. Project outcomes</p> <p>The Respondent has demonstrated delivery of tree growing projects that proactively engage with stakeholders and communities to deliver good economic, social, cultural and environmental outcomes.</p> <p>Assessed on:</p> <ul style="list-style-type: none"> the extent to which the Respondent's past tree growing projects proactively engaged with stakeholders and communities to deliver economic, social, cultural and environmental outcomes. 	40%
<p>3. Leveraging investment, maximising project value and aggregating projects</p> <p>The Respondent has provided evidence and detailed examples of delivering in one or more projects some or all of the following:</p> <ul style="list-style-type: none"> leveraging multiple funding streams including carbon and/or environmental markets; amassing similar opportunities to build scale; successfully aggregating activities across multiple stakeholders; and generating outcomes for multiple stakeholders. <p>Assessed on:</p> <ul style="list-style-type: none"> The extent to which the Respondent has the required skills and capacity to capitalise on opportunities and successfully leverage investment opportunities and/or implement aggregated projects. 	30%

Step 4: Due diligence

As part of the EOI process a Respondent is required to undertake a financial risk assessment and probity assessment and submit audited financial reports for the past three financial years ('final accounts' with Directors' Report and Declaration, profit and loss, balance sheet, cash flow and notes to the accounts). Where the latest financial report is more than six months old, up-to-date management or interim accounts for the current year (profit & loss and balance sheet), and in the case of publicly listed corporations, half yearly financial report is required. Any financial information provided will be kept secure and confidential in line with departmental privacy policy.

While there are no immediate financial implications of the EOI process itself, the due diligence checks are considered prudent in anticipation of the future potential awarding of grant funds for entities seeking to participate in the program.

Step 5: Assessment outcome

Approval

The Department will use its reasonable endeavours to complete the assessment process and notify Respondents of the outcome of their EOI to be included on the Register as a Registered Project Advisor within 6 weeks from the closure of the EOI period.

All Respondents will receive a letter advising of the outcome of their EOI. An unsuccessful Respondent may request feedback from the Department about their response to the EOI.

If included on the Register, and invited to apply for sponsorship of Outreach Activities, the Department will also endeavour to notify the Respondent of the outcome of their sponsorship application within 6 weeks from receipt of the sponsorship application.

11. Further support

A representative of the Department will be available to provide additional support to Respondents.

Please contact:

carbonfarming@ecodev.vic.gov.au

12. Privacy

The information you provide in your application for the Victorian Carbon Farming Program includes personal information such as your name and contact details.

The department will use your supplied information for the purpose of assessment of responses, program administration, program review, audit and monitoring. In making an EOI, you are consenting to the provision of information to State and Commonwealth departments and agencies for the purpose of assessment. If you intend to include personal information about third-parties, ensure they are aware and consent to the contents of this privacy statement, noting any personal information about you or a third party in your EOI is collected, held, managed, used, disclosed or transferred in accordance with the provisions of the *Privacy and Data Protection Act 2014* (Vic) and other applicable laws. Where you do not provide the required personal information, the department is not able to process your EOI. Personal information may be disclosed and shared with an external panel of industry experts, under a confidentiality arrangement, which assists the department with the evaluation of applications.

A copy of our privacy statements is located at Information privacy (deeca.vic.gov.au) and Privacy, Department of Jobs, Skills, Industry and Regions (djsir.vic.gov.au). You may contact us to request access to your personal information at carbonfarming@ecodev.vic.gov.au or for other concerns regarding the privacy of your personal information, by emailing the DJSIR's Privacy Unit at privacy@ecodev.vic.gov.au

13. EOI General Terms and Conditions of Participation

In addition to the VCFP Pilot EOI Guidelines, these EOI General Terms and Conditions of Participation must be complied with during the EOI Process. To the extent of inconsistency between VCFP Pilot EOI Guidelines and the EOI General Terms and Conditions of Participation, the VCFP Pilot EOI Guidelines prevail.

1. General

- a. All Respondents wishing to participate in this EOI Process must comply with the terms and conditions contained within these EOI Guidelines. The conditions contained in this EOI apply to:
 - i. the EOI and any other information provided, received or made available in connection with the EOI, revisions and addenda;
 - ii. the EOI Process; and
 - iii. any communications (including any briefings, presentations, meetings or negotiations) relating to the EOI or the EOI Process.
- b. In addition to any other remedies available to it under law or contract, any failure to comply with the requirements set out in these EOI Guidelines will, at the absolute discretion of the Department, entitle the Department to disqualify a Respondent from the EOI Process.
- c. To respond to an EOI, Respondents are required to meet all Australian and Victorian regulatory conditions for their activities and business operations.
- d. Any changes to the EOI Guidelines will not affect the eligibility of Respondents and applications made prior to the date of publication of the new EOI Guidelines.
- e. Respondents meeting or exceeding all Assessment Criteria may be included on the Register as a Registered Project Advisor.
- f. A Registered Project Advisor may be invited to apply for:
 - i. Sponsorship of Outreach Activities. To apply for sponsorship, a Registered Project Advisor will be required to submit an application for sponsorship in the format provided by the Department and the application must include all relevant information set out in the VCFP Pilot Sponsorship application form supplied with the invitation, and if the VCFP Pilot Sponsorship application is approved, the Registered Project Advisor will be required to sign a VCFP Pilot Sponsorship Agreement on the terms and conditions contained in the Department's offer of sponsorship.

- ii. Grant funding of a VCFP Pilot project(s). To apply for a grant, a Registered Project Advisor will be required to submit an application for a grant, together with the Landowner, in the format provided by the Department and the application must include all relevant information set out in the VCFP Project grant application form supplied with the invitation, and if the VCFP Project grant application is approved, the Registered Project Advisor and Landowner will each be required to sign a VCFP Project Deed of Grant on the terms and conditions contained in the Department's offer of grant.

2. Complaints procedure

- a. The Department of Energy, Environment and Climate Action (DEECA) is committed to ensuring that its work is effective and fair for all parties. Respondents who have concerns with the EOI Process managed by DEECA can contact the appropriate people and have their concerns addressed.
- b. Any complaint about the EOI or the EOI Process must be submitted to the Project Manager in writing immediately upon the cause of the complaint arising or becoming known to the Respondent. The written complaint must set out the basis for the complaint (specifying the issues involved):
 - how the subject of the complaint (and the specific issues) affects the person or organisation making the complaint;
 - any relevant background information; and
 - the outcome desired by the person or organisation making the complaint.

3. Invitation to Express Interest

3.1 Status of Invitation

- a. This Invitation is an opportunity to participate in the VCFP Pilot under an EOI Process.
- b. Respondents who in the absolute discretion of DEECA meet or exceed the Assessment Criteria set out in the EOI may be included on a register for the purposes of DEECA inviting those on the register to participate in subsequent processes. The inclusion on the register does not give any Respondent any greater right to or guarantee of further inclusion, invitations or subsequent entry into any agreement whatsoever.

- c. The EOI process is intended to create a pool of Registered Project Advisers from those Respondents to the EOI who in the absolute opinion of the Department have the capacity to participate in the VCFP Pilot as designed, and who may then be invited by the Department to make further applications for funding that will support VCFP Pilot activities being undertaken in the Pilot Area.
- d. Nothing in this Invitation is to be construed, interpreted or relied upon, whether expressly or implied, as an offer capable of acceptance by any person, or as creating any form of contractual, promissory, restitutionary or other rights.
- e. No binding contract or other understanding (including any form of contractual, promissory, restitutionary or other rights) for any sponsorship or grant under the VCFP Pilot will exist between DEECA and any successful Respondent unless and until DEECA has signed a formal written agreement with a successful Respondent in connection with the VCFP Pilot.
- f. Participation in the EOI Process is subject to compliance with the rules contained in this document.
- g. All entities (whether or not they submit an EOI) having obtained or received this Invitation may only use it, and the information contained in it, in compliance with the conditions contained in this document.
- h. All Respondents are deemed to accept the rules contained in this document from the date that the Respondent submits an EOI.

3.2 Accuracy of Invitation

- a. While all due care has been taken in connection with the preparation of this Invitation, DEECA does not make any warranties or representations that the content of this Invitation or any part of it or any information communicated to or provided to the Respondent in connection with this Invitation or during the EOI Process is, or will be, accurate, current or complete. DEECA and its Representatives will not be liable in respect of any information communicated or provided which is not accurate, current or complete or for any omission from the Invitation documents.
- b. If a Respondent finds (or reasonably believes it has found) any discrepancy, ambiguity, error or inconsistency in this Invitation or any other information provided by DEECA (other than minor clerical matters), the Respondent must immediately notify the Project Manager in writing of such discrepancy, ambiguity, error or inconsistency, so that there is a fair opportunity to consider what corrective action is necessary (if any).

- c. Any actual discrepancy, ambiguity, error or inconsistency in this Invitation or any other information provided by DEECA will, if possible, be corrected by DEECA and provided (or the proper information made available) to all Respondents without attribution to the Respondent that provided the notice.
- d. If there is any inconsistency between any of the documents, or parts of the documents, constituting this Invitation, the Project Manager will determine the order of precedence. The Project Manager will notify all Respondents in writing where a determination is made pursuant to this clause 3.2(d).

3.3 Additions and amendments

DEECA reserves the right to change or remove any information and/or to issue addenda to this Invitation before the Closing Time. Where DEECA exercises its right to change information in accordance with this clause 3.3, DEECA may, at its discretion:

- a. seek amended EOIs from Respondents; and/or
- b. amend the Closing Time to allow Respondents sufficient time to amend their EOI.

3.4 Licence to use Intellectual Property Rights

- a. Persons obtaining or receiving this Invitation and any other documents issued in relation to this Invitation may use the documents only for the purpose of preparing an EOI.
- b. Such Intellectual Property Rights as may exist in this Invitation and any other documents provided to the Respondents by or on behalf of DEECA in connection with the EOI Process are owned by or licensed to (and will remain the property of) DEECA except to the extent expressly provided otherwise.

3.5 Confidentiality

- a. DEECA may require persons to execute a deed of confidentiality in a form required by or satisfactory to DEECA.
- b. Regardless of whether a deed of confidentiality is executed in relation to this Invitation, all persons (including Respondents) obtaining or receiving this Invitation must:
 - i. keep, and must ensure that its Representatives keep, the content of this Invitation and any other information provided to the Respondent by or on behalf of DEECA in connection with the EOI Process confidential; and
 - ii. not disclose or use that information except as required for the purpose of developing an EOI in response to the Invitation.

3.6 Others to be bound

The Respondent shall ensure that any of its Representatives, or any other person to whom it supplies this Invitation and any other documents issued in relation to the EOI Process, will, in relation to use of, return of and liability for that material and documentation, be bound by the same terms in or to the same effect as those contained in this Invitation.

3.7 Continuing obligations

The obligations of the Respondent under this clause 3 survive the termination or expiration of the EOI Process.

4. Communication

4.1 Communication protocol

All communications relating to this Invitation and the EOI Process must be directed to the Project Manager.

4.2 Requests for clarification or further information

- a. Any questions or requests for clarification or further information regarding this document must be submitted to the Project Manager in writing by the date/s specified in EOI opening and closing date.
- b. Any communication by a Respondent to DEECA will be effective upon receipt by the Project Manager (provided such communication is in the required format).
 - i. DEECA is not obliged to respond to any question or request, irrespective of when such question or request is received.
 - ii. DEECA may restrict the period during which it will accept questions or requests for further information or for clarification and reserves the right not to respond to any question or request, irrespective of when such question or request is received.
 - iii. DEECA may use any method of its choosing to provide answers to questions submitted in accordance with this clause 4.2.
 - iv. If a question or request relates to only a particular Respondent, as determined by DEECA, DEECA may provide its response to that question or request (if any) only to that particular Respondent.

- v. Responses to questions or requests that do not specifically relate to a particular Respondent may be published to all Respondents by DEECA without identifying the Respondent having submitted the question or request, in which event such responses shall form part of this Invitation.
- vi. A Respondent may, by notifying the Project Manager in accordance with clause 4.2, withdraw a question submitted in accordance with this clause 4.2 in circumstances where the Respondent does not wish DEECA to publish its response to the question, provided that such notification is received before any response is provided.

4.3 Unauthorised communication and improper assistance

- a. Communications (including promotional or lobbying activities) with DEECA, its Representatives or other Victorian Government departments or agencies are not permitted during the EOI Process except as provided in clause 4.2 above, or otherwise with the prior written consent of the Project Manager.
- b. Unauthorised communications with such persons may, in the absolute discretion of DEECA, lead to disqualification of a Respondent from further participating in the EOI Process.
- c. Nothing in this clause 4.3 is intended to prevent communications with DEECA's Representatives to the extent that such communications do not relate to this Invitation or the EOI Process.
- d. Respondents must not engage in any activities or obtain or provide improper assistance that may be perceived as, or that may have the effect of, influencing the outcome of the EOI Process in any way. Such activities or assistance may, in the absolute discretion of DEECA, lead to disqualification of a Respondent from further participating in the EOI Process.
- e. Respondents must not seek or obtain the assistance of Representatives of DEECA or the State in the preparation of their EOI. In addition to any other remedies available to it under Law or contract, DEECA may, in its absolute discretion, immediately disqualify a Respondent that it believes has sought or obtained such assistance.

4.4 Anticompetitive conduct

- a. Respondents and their Representatives, including proposed subcontractors and suppliers, must not engage in any collusive, anticompetitive or similar conduct with any other Respondent or person in relation to the EOI Process, including:
 - i. the preparation, content or lodgement of their EOI;
 - ii. the assessment and clarification of their EOI;
 - iii. the negotiation of a funding agreement for successful applications to undertake Outreach Activities;
 - iv. their preparation, content or lodgement of their application for sponsorship and VCFP Outreach Activity Plan (for successful Respondents);
 - v. any communications (including any presentations, meetings) relating to this Invitation or the EOI Process; or
 - vi. negotiations with DEECA.
- b. For the purpose of this clause 4.4, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange and clarification of information, whether or not such information is confidential to DEECA or any other Respondent or any person. It does not include discussions between members of a consortium or discussions between a Respondent and a subcontractor to that Respondent.
- c. In addition to any other remedies available to it under Law or contract, DEECA may, in its absolute discretion, immediately disqualify a Respondent that it believes has engaged in, or whose Representatives it believes has engaged in, such collusive, anticompetitive or similar conduct.

4.5 Unlawful inducements

- a. Respondents and their Representatives must, at all times during the EOI Process, comply with any applicable Laws and State policies regarding the offering of unlawful inducements in connection with the preparation of their EOI.
- b. The Respondent must not, and must ensure that its Representatives do not, make or provide any inducement, payment or promise to DEECA or any of its personnel in connection with this EOI or the VCFP.

4.6 Legal entities

DEECA will only enter into agreements in connection with Outreach Activities and VCFP Pilot project(s) with a legal entity which has the capacity to enter into a binding contract. Respondents must provide proof of their legal status.

4.7 Conflict of interest

- a. Respondents must not, and must ensure that their Representatives do not, place themselves in a position that may give rise to an actual, potential or perceived conflict of interest between the interests of the State and the Respondent's interests during the EOI Process.
- b. Respondents are required to disclose any conflicts of interest in their EOI in accordance with their submission. If a Respondent submits its EOI and a conflict of interest arises, or is likely to arise, which was not disclosed in the EOI, the Respondent must promptly notify the Project Manager immediately in writing of that conflict by the means set out in clause 4.1.
- c. DEECA may disqualify a Respondent from the EOI Process if the Respondent fails to notify DEECA of any conflict of interest or if DEECA determines that a conflict (whenever and howsoever arising) cannot be managed to DEECA's satisfaction.

5. Submission of EOI

5.1 Lodgement

- a. EOIs must be lodged by the Closing Time and only by the means set out in this document. The Closing Time may be extended by DEECA in its absolute discretion. Where DEECA extends the Closing Time, it will provide written notice to all Respondents from whom it has received completed responses from at that time.
- b. All EOIs lodged after the Closing Time will be recorded by DEECA. The determination of DEECA as to the actual time that the Respondent's EOI is lodged is final.
- c. Where this Invitation requires or permits EOIs to be lodged via the internet through a website, Respondents:
 - i. may only submit documentation that has been virus checked and is free from viruses; and
 - ii. are deemed to accept the online user agreement applying to that website and must comply with the requirements set out on that website.
- d. EOIs lodged in a manner that is contrary to that specified in this Invitation may be disqualified from the EOI Process and may be ineligible for consideration.

5.2 Late EOI

- a. If an EOI is lodged after the Closing Time, it may be disqualified from the EOI Process and may be ineligible for consideration unless:
 - i. the Respondent can clearly document to the satisfaction of DEECA that an event of exceptional circumstances caused the EOI to be lodged after the Closing Time; and
 - ii. DEECA is satisfied that accepting a late submission would not compromise the integrity of the VCFP.
- b. The determination of DEECA as to the actual time that the Respondent's response is lodged is final. All EOIs lodged after the Closing Time will be recorded by DEECA.
- c. Subject to this clause 5.2, DEECA will inform a Respondent whose EOI was lodged after the Closing Time of its ineligibility for consideration.

5.3 Providing an EOI

It is the responsibility of all Respondents to:

- a. understand the requirements of this Invitation, the EOI Process and any reference documentation or other information in relation to this Invitation;
- b. examine this Invitation and any documents referenced or attached to this Invitation and any associated or additional material or documentation;
- c. fully inform themselves in relation to all matters arising from this Invitation, including all matters regarding DEECA's requirements for the VCFP;
- d. make their own enquiries and assess all risks regarding this Invitation, the EOI Process and the VCFP;
- e. ensure that they comply with all applicable Laws with regard to preparing their EOI and participating in the EOI Process (including Chapter 2 of the *Australian Consumer Law and Fair Trading Act 2012* (Vic));
- f. ensure that EOIs remain valid and open for acceptance for a minimum of 90 days from the Closing Time (or such other period agreed between DEECA and the Respondent); and
- g. provide additional information in a timely manner as requested by DEECA.

5.4 Format and contents

- a. Each Respondent must ensure that:
 - i. its EOI is presented in the required format as set out in the EOI submission form, conforms with word limits (if specified) and is accurate and complete; and
 - ii. all the information fields in the EOI submission form are completed and contain the information requested.
- b. DEECA may, in its absolute discretion, reject an EOI that does not include the information requested or is not in the required format.

5.5 Illegible content, alteration and erasures

- a. Incomplete EOIs may, at DEECA's discretion, be disqualified or assessed solely on the information contained in the EOI.
- b. DEECA may disregard any content in an EOI that is illegible and will be under no obligation whatsoever to seek clarification from the Respondent.

5.6 Errors in an EOI

- a. If a Respondent identifies an error in its EOI after the submission (excluding clerical errors which would have no bearing on the assessment), it must promptly notify DEECA.
- b. DEECA may, in its discretion, permit a Respondent to correct an unintentional error after submission.

5.7 Use of an EOI

Upon submission, all EOIs become the property of DEECA. The Respondent will retain all ownership rights in any Intellectual Property Rights contained in its EOI, however each Respondent, by submission of its EOI, is deemed to have granted a licence to DEECA to reproduce the whole, or any portion of, its EOI for the purposes of enabling DEECA to assess the EOI and for the purpose of disclosing it under clause 8.1.

5.8 Responsibility for costs

- a. A Respondent's participation or involvement in any stage of the EOI Process is at the Respondent's sole risk, cost and expense. DEECA will not be responsible for, nor pay for, any expense or loss that may be incurred by Respondents in relation to the preparation or lodgement of their EOI, any subsequent negotiations or any future process connected with or related to the EOI Process.
- b. DEECA is not liable to any Respondent for any claim in respect of any costs, expenses or losses on the basis of any contractual, promissory or restitutionary grounds whatsoever as a consequence of any matter relating to the

Respondent's participation in the EOI Process, including instances where:

- i. the Respondent is not funded to or engaged to perform under any sponsorship agreement, deed of grant or other contract;
- ii. the loss results from the exercise of DEECA's rights (or failure to inform a Respondent of the exercise of any of DEECA's rights) in relation to the EOI Process, whether under this Invitation or at Law; or
- iii. the loss results from placing reliance on the Invitation or any additional material or information supplied or made available by DEECA.

6. Assessment

6.1 Assessment process

- a. DEECA will assess all EOIs complying with the conditions of this Invitation, including Late EOIs where DEECA is satisfied of the matters referred to in clause 5.2, in accordance with the assessment process described in this clause 6.
- b. DEECA will assess EOIs in accordance with the eligibility and Assessment Criteria. In the event that one or more of the Assessment Criteria are subjective, then DEECA reserves the right to exercise discretion as to assess against that Assessment Criteria.
- c. EOIs which are significantly deficient as against one or more Assessment Criteria may result in the EOI not being further assessed.
- d. DEECA has absolute discretion in relation to the assessment of an EOI and the conduct of the assessment process, including whether or not the proposed assessment process set out in this clause 6 is followed in whole or in part by DEECA. Any communication between DEECA and Respondents is not to be taken as an indication that any particular Respondent has been or has not been successful.
- e. An EOI from a Respondent will not be deemed to be unsuccessful until such time as the Respondent is formally notified of that fact by DEECA.
- f. Without limiting DEECA's rights in relation to this EOI, DEECA may, in its absolute discretion:
 - i. reject or accept any or all EOIs in whole or in part;
 - ii. reject an EOI that does not include all the information requested or is not in the format required;
 - iii. after concluding a preliminary assessment, reject any EOI that does not meet the mandatory criteria specified or that, in its opinion, is unacceptable;

- iv. disregard any content in an EOI that is illegible without any obligation whatsoever to seek clarification from the Respondent;
- v. disqualify an incomplete EOI or assess it solely on the information contained within the EOI;
- vi. request additional information or seek clarification;
- vii. conduct site visits, due diligence checks, reference checks, financial checks and interviews during the course of the assessment;
- viii. invite some or all Respondents to give a presentation to DEECA in relation to their EOI;
- ix. reject any or all EOIs;
- x. alter the structure and/or the timing of this EOI or the EOI Process;
- xi. vary or extend any time or date specified in this EOI for any or all Respondents;
- xii. elect not to invite any Respondent to participate in the VCFP or enter into a contract with any Respondent;
- xiii. cease to proceed with or suspend the EOI Process prior to delivery of any invitation or prior to the execution of any further formal written contract; or
- xiv. call for new or revised EOIs.
- g. If DEECA wishes to include a shortlisting stage in its assessment process, DEECA is not, at any time, required to notify Respondents or any other person interested in submitting an EOI.

6.2 Clarification of an EOI

- a. If, in the opinion of DEECA, an EOI is unclear in any respect, DEECA may, in its discretion, seek clarification from a Respondent. Failure to supply clarification to the satisfaction of DEECA may render the EOI liable to disqualification.
- b. DEECA is under no obligation to seek clarification and reserves the right to disregard any clarification that DEECA considers to be unsolicited or otherwise impermissible in accordance with the conditions set out in this document.

6.3 Discussion with Respondents

DEECA may request some or all Respondents to conduct site visits, provide references and additional information, and/or make themselves available for interviews.

7. Successful Respondent(s)

7.1 No legally binding contract

- a. The inclusion of a Respondent on the Register of Project Advisors does not create a legal relationship between DEECA and a successful Respondent.

7.2 No obligation to appoint

- a. Despite the outcome of any assessment conducted in accordance with clause 6 and without limiting any other rights DEECA may have, DEECA is under no obligation to include a Respondent on the Register or at any time to extend any further invitation for any of the sponsorship or grant funding opportunities, or to enter into a contract with a Registered Project Adviser or any other person, including where it is unable to identify an EOI that complies in all relevant respects with DEECA's requirements, or where to do so would otherwise not be in the public interest.
- b. Irrespective of whether DEECA selects a successful Respondent or Respondents, if DEECA decides not to proceed with any further stages or to enter into any sponsorship or grant funding agreement, DEECA will be free to proceed via any alternative process.

7.3 Evaluation

A Registered Project Advisor may be requested to participate in the Department's performance monitoring and evaluation regime even if they do not undertake Outreach Activities or VCFP Pilot projects(s). Registered Project Advisors may receive an evaluation survey from the Department for a period of up to three years following completion of the VCFP Pilot. By participating in the evaluation, the Registered Project Advisor agrees that the State will own all data captured in any evaluation or report provided to it by the Registered Project Advisor and may use the data for any State purpose. The Registered Project Advisor also grants the State a licence to use any Intellectual Property Rights captured in any evaluation or report required in connection with the VCFP and may use the Intellectual Property Rights for any purpose. These obligations are non-negotiable requirements for all participants of the VCFP.

8. Disclosure requirements

8.1 Disclosure of EOI contents and EOI information

EOIs will be treated as confidential by DEECA. DEECA will not disclose EOI contents and information except:

- a. as required by Law (including, for the avoidance of doubt, as required under the *Freedom of Information Act 1982* (Vic) (FOI Act);
- b. for the purpose of investigations by the Australian Competition and Consumer Commission or other government authorities having relevant jurisdiction;
- c. to Representatives (including external consultants and advisers to DEECA) engaged to assist with the EOI Process, or to other Victorian Government departments or agencies for the purposes of assessing the EOI or making decisions or granting approvals in connection with this EOI or the EOI Process generally;
- d. as required by the office of the Auditor General appointed under section 94A of the *Constitution Act 1975* (Vic) or the ombudsman appointed under the *Ombudsman Act 1973* (Vic);
- e. as required by IBAC as established under the *Independent Broad-based Anti-corruption Commission Act 2011* (Vic); or
- f. where general information from Respondents is required to be disclosed by government policy, including in the circumstances described in this clause 8.1.

8.2 Unreasonable disadvantage

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

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

8.3 Respondent warranties

By submitting an EOI, a Respondent warrants that:

- a. in lodging its EOI it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of DEECA or its Representatives other than any statement, warranty or representation expressly contained in this Invitation;
- b. it did not use the improper assistance of DEECA or its Representatives or information unlawfully obtained from DEECA or its Representatives in compiling its EOIs;

- c. it has examined this Invitation, and any other documents referenced or referred to herein, and any other information made available in writing by DEECA to Respondents for the purposes of submitting an EOI;
- d. it has sought and examined all necessary information which is obtainable by making reasonable enquiries relevant to the risks and other circumstances affecting its EOI and potential participation in the VCFP;
- e. it has otherwise obtained all information and advice necessary for the preparation of its EOI;
- f. it has made proper allowance for all matters contained in or capable of inference from the information contained in this Invitation or obtained as part of the EOI Process;
- g. it has made proper allowance for all matters which might impact upon the Respondent's ability to participate in the VCFP Pilot and has made the declaration about capacity and availability to participate in the VCFP Pilot;
- h. it is satisfied as to the correctness and sufficiency of its EOI;
- i. it is responsible for all costs and expenses related to the preparation and lodgement of its EOI and any future process connected with or relating to the EOI Process and concluding a contract;
- j. its EOI has been prepared professionally, with due care and skill;
- k. its EOI has been prepared in accordance with all relevant Laws and mandatory codes of conduct;
- l. no inducement, payment or promise has been made by the Respondent or any of its Representatives to any personnel of DEECA in connection with this Invitation or an EOI;
- m. it does not, and will ensure that its Representatives do not, hold any office or possess any property, are not engaged in any business, trade or calling and do not have any obligations by virtue of any contract whereby, directly or indirectly, duties or interests are or might be created in conflict with, or might appear to be created in conflict with, the interests of the State during the EOI Process;
 - i. all statements made by the Respondent with respect to its EOI are true, not misleading and can be substantiated;
 - ii. it is not insolvent within the meaning of Section 95A of the *Corporations Act 2001* (Cth) or otherwise and there is no unfulfilled or unsatisfied judgement or court order outstanding against the Respondent;

- iii. it otherwise accepts and will comply with the rules set out in the EOI and Conditions of Participation; and
- iv. it will provide additional information in a timely manner as requested by DEECA to clarify any matters contained in its EOI.

9. DEECA's rights

Despite anything else in this Invitation, and without limiting its rights at Law or otherwise, DEECA reserves the right, in its absolute discretion at any time, to:

- a. cease to proceed with or suspend the EOI Process;
- b. alter the structure and/or timing of this Invitation or the EOI Process;
- c. vary or extend any time or date specified in this Invitation for all or any Respondents;
- d. terminate the participation of any Respondent or any other person in the EOI Process;
- e. require additional information or clarification from any Respondent or any other person or provide additional information or clarification;
- f. call for new EOI;
- g. reject any EOI received after the Closing Time; and/or
- h. reject any EOI that does not comply with the requirements of this Invitation.

10. Law

10.1 Governing Law

This Invitation and the EOI Process are governed by the Laws of Victoria and Australia and the Respondent agrees to submit to the exclusive jurisdiction of Victorian courts.

10.2 Compliance with Law

- a. Respondents must comply with all applicable Laws in preparing and lodging their EOI and in taking part in the EOI Process.
- b. Any Respondent, if requested by the Project Manager, must submit evidence of its compliance with any relevant Laws.

11. Interpretation in these EOI General Terms and Conditions of Participation

11.1 Definitions

Department	Department of Energy, Environment and Climate Action.
DEECA	Department of Energy, Environment and Climate Action.
EOI Guidelines	These guidelines for a Respondent to express interest in being included on the Register of Project Advisors and to apply for optional funding to undertake Outreach Activities, and includes these EOI General Terms and Conditions of Participation
Expression of Interest (EOI)	A document lodged by a Respondent in response to the Invitation, and for Registered Project Advisors to lodge a response to apply for sponsorship of Outreach Activities.
Expression of Interest Process (EOI Process)	The process commenced by the issuing of this Invitation: 'Expression of Interest' concluding upon formal announcement by DEECA of the inclusion of Registered Project Advisors on the Register and optional sponsorship of Outreach Activities or upon the earlier termination of the process.
Intellectual Property Rights	All present and future copyright and neighbouring rights, all proprietary rights in relation to inventions (including patents), registered and unregistered trademarks, trade secrets, know how, registered designs and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
Invitation	The invitation to participate in the opportunity set out in the Guidelines, including these EOI General Terms and Conditions of Participation and any other documents so designated by DEECA.
Landowner	Person (or persons) who own(s), and is/are responsible for the payment of any rates and taxes that arise in respect of, Land and who may wish to collaborate with a Project Advisor in the delivery of a VCFP Project in the Pilot Area.
Late Expression of Interest (EOI)	An Expression of Interest deemed to be a late Expression of Interest under clause 5.2.
Laws	As defined as: (a) The law in force in Victoria, including common law, legislation and subordinate legislation; and (b) Ordinances, regulations and bylaws of relevant government, semigovernment or local authorities.
Outreach Activities	Activities designed to support advocacy of the Victorian Carbon Farming Program and to encourage Landowners within the VCFP Pilot Area to make their land available for tree growing projects.
Part	A part of this Expression of Interest.
'person'	includes a company.
Pilot Area	The whole of the North Central Catchment Management Authority region as defined in the spatial data available at discover.data.vic.gov.au/dataset/catchment-management-authority-boundaries1
Project Manager	The persons so designated in the Guidelines: 'Section 11 Further Support'.
Registered Project Advisor	A person or entity who responded to the EOI and was identified by the Department as meeting or exceeding the criteria for participation in the VCFP Pilot as a project advisor and as having capacity to deliver Outreach Activities, VCFP Projects with Landowners, under the funding arrangements for the VCFP Pilot and of undertaking suitable monitoring and evaluation procedures.
Representative	A party and its directors, officers, agents, servants, employees, contractors, associates, consultants, advisors, secondees, and anyone else for whom that party is responsible and, in respect of a Respondent, includes any Related Body Corporate of the Respondent (as that term is defined in the <i>Corporations Act 2001</i> (Cth)) and any proposed subcontractors, suppliers and consortia members.
Respondent	Any individual or entity that submits an Expression of Interest in response to this Invitation.
State	The Crown in right of the State of Victoria.

11.2 Interpretation

- a. In this EOI, unless expressly provided otherwise:
- b. The singular includes the plural and vice versa;
- c. A reference to:
 - i. 'includes' or 'including' means includes or including without limitation;
 - ii. any legislation (whether primary or subordinate) is to legislation of the Commonwealth of Australia, or the State of Victoria as amended or replaced from time to time; and
 - iii. '\$' or dollars is a reference to the lawful currency of the Commonwealth of Australia;
- d. If a word or phrase is defined, its other grammatical forms have corresponding meanings;
- e. Words importing a gender include any other gender;
- f. Clause headings are inserted for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer; and
- g. Words importing persons include a partnership and a body whether corporate or otherwise.

11.3 Inconsistency

If there is any inconsistency between the documents that comprise the EOI Guidelines the documents will be interpreted in the following, descending order of precedence:

- a. the VCFP-specific EOI Guidelines and terms and conditions and any appendices, annexures or attachments;
- b. the EOI submission form
- c. the EOI General Terms and Conditions of Participation
- d. so that the provision in the higher ranked document, to the extent of the inconsistency, prevails.

E: carbonfarming@ecodev.vic.gov.au

W: [https://agriculture.vic.gov.au/climate-and-weather/
policy-programs-action/victorian-carbon-farming-program](https://agriculture.vic.gov.au/climate-and-weather/policy-programs-action/victorian-carbon-farming-program)

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