



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

**Part 10 Strategic Assessment**

**Section 146 Agreement**

Agreement to undertake a Strategic Assessment of the impacts of a Plan for actions to be taken in the Strategic Assessment Area on matters protected by Part 3 of the EPBC Act.

between

**THE COMMONWEALTH MINISTER FOR THE ENVIRONMENT AND WATER**

and

**THE AUSTRALIAN SUBMARINE AGENCY**

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## 1. Parties

### 1.1 The Parties to this Agreement are:

The Commonwealth Minister for the Environment and Water

and

The Australian Submarine Agency

## 2. Commencement of agreement

### 2.1 This agreement will commence on the date on which the agreement is signed by both parties.

## 3. Definitions

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

### 3.2 In this Agreement:

**Agreement** means this Strategic Assessment agreement entered into by the Parties on the date the last party executes this Agreement and includes any attachments and any variations.

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

**Australian Submarine Agency (ASA)** means the Commonwealth executive agency responsible for the Strategic Assessment.

**Commonwealth Minister** means the Minister with responsibility for administering the EPBC Act and includes a person to whom that Minister's power under section 146(1) of the EPBC Act has been delegated.

**Disclosable Information** means Information that both Parties agree is relevant and appropriate to be disclosed or published to third parties in the course of the Strategic Assessment or thereafter. For the purposes of this definition, Disclosable Information will not include Information that in the reasonable opinion of either of the Parties is Information:

- a) that if disclosed or published, would constitute a prohibited or unauthorised disclosure or publication under any South Australian or Commonwealth written law;
- b) that if disclosed or published would:
  - i. be reasonably anticipated to give rise to any legal or equitable claim or liability; or

- ii. constitute a waiver of privilege in the absence of consent of the Party possessing that privilege;
- c) that is confidential in nature, personal Information or likely to be considered sensitive by an Aboriginal group in circumstances where authorisation or consent to disclose or publish such Information has not been obtained; or
- d) is environmentally sensitive Information which, if published or published in a particular manner, may increase a risk of damage to the protected matters to which the Information relates.

**Environment** has the meaning given by section 528 of the EPBC Act.

**Environment Department** means the Commonwealth Department with responsibility for conducting environment assessments under the EPBC Act.

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

**Impact** has the meaning given by section 527E of the EPBC Act.

**Impacts to which this Agreement relates** means an Impact of actions under the Plan on a Protected Matter.

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

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

**Parties** means the Parties to this Agreement as set out in clause 1.

**Plan** means the documentation (which constitutes a 'policy, plan or program' pursuant to section 146 of the EPBC Act) to be prepared by ASA, under which the Project will be taken.

**Project** means the construction and operation of the nuclear-powered submarine construction yard at Osborne, South Australia.

**Protected Matter** means a matter protected by a provision of Part 3 of the EPBC Act.

**Strategic Assessment** means the assessment referred to in clause 4.1 of this Agreement.

**Strategic Assessment Area** means all land and sea areas identified in the map at Attachment 1.

**Strategic Impact Assessment Report (SIAR)** means the report describing and assessing the Impacts to which this Agreement relates, as contemplated by section 146(2)(a) of the EPBC Act and prepared in accordance with clauses 8 and 9 of this Agreement.

**Supplementary SIAR** means a report, provided for in clause 8.5, which includes:

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

**Sustainable development** means development in accordance with the principles of ecologically sustainable development set out in section 3A of the EPBC Act, namely:

- a) decision-making processes should effectively integrate both long-term and short-term economic, environmental, social and equitable considerations;
- b) if there are threats of serious or irreversible environmental damage, lack of full scientific certainty should not be used as a reason for postponing measures to prevent environmental degradation;
- c) the present generation should ensure that the health, diversity and productivity of the environment is maintained or enhanced for the benefit of future generations;
- d) the conservation of biological diversity and ecological integrity should be a fundamental consideration in decision-making;
- e) improved valuation, pricing and incentive mechanisms should be promoted.

**Terms of Reference** means the Terms of Reference for the SIAR prepared in accordance with clause 7 of this Agreement, unless otherwise specified.

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

#### **4. Background**

- 4.1 Section 146(1) of the EPBC Act allows the Commonwealth Minister to agree in writing with a person responsible for the adoption or implementation of a policy, plan or program that an assessment be made of the impacts of actions under the policy, plan or program on a matter protected by a provision of Part 3 of the EPBC Act.

- 4.2 The Parties acknowledge that the Strategic Assessment Area has environmental values that must be considered alongside the economic and social benefits (including national security) of development in the region.
- 4.3 A Strategic Assessment Agreement is a step toward endorsement of the Plan and approval of actions under the Plan which, if endorsed and approved, will enable development and environmental protection. It will support the consideration of future land uses and opportunities in an open and transparent manner and provide greater certainty to stakeholders.
- 4.4 In consultation with ASA, the Environment Department will prepare a draft and then a final Terms of Reference for the SIAR that will assess the Impacts to which the Agreement relates.
- 4.5 In consultation with the Environment Department, ASA will prepare:
- a) a draft Plan, for endorsement by the Commonwealth Minister under the EPBC Act if the relevant requirements are met; and
  - b) a draft and then a final SIAR, which considers the cumulative Impacts to which this Agreement relates and may include consideration of Social and Economic matters.
- 4.6 The draft Terms of Reference and draft SIAR will be made available for public comment, following review and comment by the Environment Department.
- 4.7 After considering the final SIAR, the Commonwealth Minister may decide to endorse the draft Plan if the Commonwealth Minister is satisfied that:
- a) the SIAR adequately addresses the Impacts of implementing the Plan; and
  - b) any recommended modifications to the draft Plan, or modifications having the same effect, have been made by ASA.
- 4.8 The Parties acknowledge that endorsement of the Plan itself does not constitute any approval under the EPBC Act for the taking of actions within the Strategic Assessment Area.
- 4.9 If the Commonwealth Minister decides to endorse the draft Plan, the Commonwealth Minister may then, under section 146B of the EPBC Act, decide to approve the taking of actions in accordance with the endorsed Plan.
- 4.10 The Plan will aim to support sustainable development of the Strategic Assessment Area.
- 4.11 For the removal of doubt, the statements in this clause are intended to be statements of information only and do not form part of the operative terms of this Agreement.

## **5. Coordination of the Commonwealth and State Assessment Process**

- 5.1 Steps or processes in the assessment of the Impacts to which this Agreement relates may be done concurrently with any State environment assessment processes, provided that doing so will meet the requirements of each law.
- 5.2 Measures to achieve streamlining between the State and Commonwealth environmental assessment processes may include but are not limited to:
- a) Centralisation and coordination of public consultation periods on the draft Terms of Reference prepared under the EPBC Act.
  - b) The drafting and provision of a single draft and final SIAR that addresses both State and Commonwealth matters.
  - c) Coordinated review of the draft SIAR and draft Plan including the provision of a consolidated response document, that includes comments of South Australia and Commonwealth.
  - d) Centralisation and coordination of public consultation periods on the draft Plan and draft SIAR, to be managed by ASA.
- 5.3 Any streamlining measures, including those identified in clause 5.2, may only be implemented by written agreement from both Parties and provided doing so meets, addresses or replaces the requirements of this Agreement and the Terms of Reference, to the satisfaction of the Environment Department.

## **6. Development of the Plan**

- 6.1 The Parties agree that ASA will develop a Plan that will detail the sustainable development of the Strategic Assessment Area.
- 6.2 The Plan will seek to ensure and promote conservation of Protected Matters that occur within the agreed Strategic Assessment Area.
- 6.3 The Plan must be developed in accordance with the requirements of the endorsement criteria (Attachment 2) and must include, but may not be limited to:
- a) the identification of areas for development;
  - b) the identification of the action, or the classes of actions, proposed to be undertaken within the Strategic Assessment Area, including a description

of how these actions are related to development activities regulated and/or managed under State or Territory legislative requirements<sup>1</sup>;

- c) outcomes and commitments for the conservation of Protected Matters, based on the 'avoid, mitigate and offset' hierarchy of principles;
- d) outcomes and commitments for regulatory and administrative efficiencies including for governments and third-party developers;
- e) an implementation framework that describes how the Plan will be efficiently and effectively implemented (including how commitments for the conservation of Protected Matters set out in the Plan will be achieved); and
- f) an assurance framework that describes how the named approval holder (or holders) will demonstrate and adaptively manage the effectiveness of proposed regulatory, administrative and Protected Matter outcomes.

6.4 ASA agrees to consult on the development of the draft Plan. The parties agree to establish an agreed list of stakeholders.

6.5 The processes for the review and publication of the draft Plan are detailed at clause 8, the processes for assessing the suitability of the Plan are at clause 9, and the established criteria for endorsement of the Plan by the Commonwealth Minister are at clause 10.

## **7. Terms of Reference for the SIAR**

7.1 The Environment Department will prepare a draft Terms of Reference, in consultation with ASA.

7.2 Pursuant to section 146(1B)(b) of the EPBC Act, the Parties agree that the draft Terms of Reference will be prepared for a SIAR that will assess the Impacts to which this Agreement relates.

7.3 ASA must publish the draft Terms of Reference for public comment. ASA must ensure that a notification of the draft Terms of Reference:

- a) is posted on the ASA website (or any other appropriate website approved by the Environment Department) at a minimum for the period of public consultation specified by the Commonwealth Minister (of at least 28 days);

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<sup>1</sup> For an action, or a class of actions, to be covered by the Part 10 approval, they must be identified pre-endorsement and adequately assessed through the SIAR.



- b) is published in a national daily newspaper on the first day of the period mentioned in clause 7.3(a);
- c) invites public comment on the draft Terms of Reference for the period mentioned in clause 7.3(a); and
- d) mentions:
  - i. that the draft Terms of Reference are available for public comment;
  - ii. the provision of the EPBC Act that requires the draft Terms of Reference for the SIAR to be published (i.e. section 146(1B)(b)(ii));
  - iii. where and how copies may be obtained in an electronic and hard copy form without charge or at a reasonable cost;
  - iv. contact details for obtaining further information, including reasonable access for persons with special needs; and
  - v. the address to which public comments should be provided.

7.4 Following consideration by ASA of the public comments (if any) on the draft Terms of Reference and the making of any revisions by ASA in consultation with the Environment Department, ASA will ensure that the following are submitted to the Commonwealth Minister for the purpose of finalising the draft Terms of Reference:

- a) a copy of all public responses relating to the draft Terms of Reference;
- b) a document summarising the public comments and how these public comments have, or have not, been taken into account in the revised draft Terms of Reference; and
- c) a revised draft Terms of Reference taking into account the public comments (if required).

7.5 If the Commonwealth Minister is satisfied that the (revised) draft Terms of Reference will provide for an SIAR that adequately addresses the Impacts of implementing the Plan, the Commonwealth Minister will approve the draft Terms of Reference and notify ASA that the (revised) draft Terms of Reference can be finalised. On receipt of notification from the Commonwealth Minister that the (revised) draft Terms of Reference can be finalised, ASA must finalise the Terms of Reference.

7.6 The finalised Terms of Reference will be published on the Environment Department and ASA websites (or any other appropriate website approved by the Environment Department) for a period ending no earlier than the date of the decision made by the Commonwealth Minister whether or not to endorse the Plan.

## **8. Preparation of the Plan and SIAR**

- 8.1 In accordance with this Agreement and the finalised Terms of Reference, ASA must prepare a draft Plan, as well as a draft SIAR that provides an assessment of the Impacts to which this Agreement relates.
- 8.2 The Environment Department will collaborate with ASA and provide comments on the draft Plan and draft SIAR throughout the development of these documents. The Environment Department will provide comments in a timely manner including comments on whether the Environment Department considers the draft SIAR adequately addresses the Impacts to which this Agreement relates, including the suitability of proposed avoidance, mitigation and offset measures, and the extent to which the draft Plan and draft SIAR adequately addresses the requirements for strategic assessments described in Part 10 of the EPBC Act.
- 8.3 ASA will amend the draft Plan and draft SIAR to incorporate the Environment Department's comments. The updated draft Plan and draft SIAR will be provided to the Environment Department accompanied by a summary document that demonstrates how any comments from the Environment Department have been or have not been addressed.
- 8.4 Following completion of the process set out in clauses 8.1 – 8.2 of this Agreement, ASA will publish the draft Plan and draft SIAR, and by notice invite public comment on the draft SIAR. ASA must ensure that the notification:
- a) is posted on the ASA website (or any other appropriate website approved by the Environment Department) at a minimum for the period of public consultation specified by the Commonwealth Minister (of at least 28 days);
  - b) is published in a national daily newspaper on the first day of the period mentioned in clause 8.4(a);
  - c) invites public comment on the draft SIAR for the period mentioned in clause 8.4(a); and
  - d) mentions:
    - i. that the draft SIAR is available for public comment;
    - ii. the period for public comment specified by the Commonwealth Minister;
    - iii. the provision of the EPBC Act that requires the draft SIAR to be published (i.e. section 146(2)(b));

- iv. where and how copies may be obtained in an electronic and hard copy form without charge or at a reasonable cost;
  - v. contact details for obtaining further information, including reasonable access for persons with special needs; and
  - vi. the address to which public comments should be provided.
- 8.5 Following consideration of any public comments received, ASA will prepare, and then submit to the Environment Department for further comment:
- a) a copy of all public comments;
  - b) a revised draft SIAR (if required) that takes into account the public comments received (if any);
  - c) a revised draft Plan (if required) that is informed by public comments received on the draft SIAR (if any); and
  - d) a Supplementary SIAR which addresses how all public comments have been addressed through revisions to the draft SIAR or Plan (if required).
- 8.6 The Environment Department agrees to assist ASA in ensuring that the draft SIAR and draft Plan provided under clause 8.5 adequately addresses the requirements for Strategic Assessments described in Part 10 of the EPBC Act by providing comments on the documents provided under clause 8.5 in a timely manner.
- 8.7 ASA will update and finalise the draft Plan and draft SIAR (if required) to reflect any further comments provided by the Environment Department following the public comment period, and prepare another summary document that demonstrates how any comments from the Environment Department following the public comment period have been or have not been addressed.
- 8.8 ASA must then finalise and submit the following documents to the Commonwealth Minister for endorsement under clause 10.1, as required by section 146(2)(f) of the EPBC Act:
- a) the final SIAR prepared under clause 8.7;
  - b) the draft Plan prepared under clause 8.7; and
  - c) if required, the Supplementary SIAR.

## **9. Consideration of the SIAR and the Plan**

- 9.1 Following receipt of the final SIAR, the draft Plan and, if required, the Supplementary SIAR (as detailed in clause 8.8 of this Agreement), the

Commonwealth Minister may make recommendations to ASA about the draft Plan, including recommendations for the modification of the draft Plan.

- 9.2 The Commonwealth Minister may request any additional Information they consider necessary in order to consider whether the final SIAR adequately addresses the Impacts to which this Agreement relates.
- 9.3 If the Commonwealth Minister makes recommendations about the draft Plan as outlined in clause 9.1(specified in section 146(2)(e) of the EPBC Act), ASA:
- a) may seek clarification from the Commonwealth Minister on the recommendations;
  - b) must, unless otherwise agreed, modify the draft Plan to give effect or in a manner that has the same effect to the Commonwealth Minister's recommendations.
- 9.4 Where ASA modifies the draft Plan in response to the Commonwealth Minister's recommendations, ASA must submit to the Commonwealth Minister for consideration:
- a) the modified draft Plan; and
  - b) a summary of how the Commonwealth Minister's recommendations were given effect.

## **10. Endorsement of the Plan**

- 10.1 The Commonwealth Minister may endorse the draft Plan prepared under clause 8.8 or the modified draft Plan prepared under clause 9.4 (as the case may be) if satisfied that:
- a) the final SIAR adequately addresses the Impacts to which this Agreement relates; and
  - b) if relevant, either the recommended modifications to the draft Plan, or modifications having the same effect, have been made.
- 10.2 In considering whether to endorse the draft Plan, the Commonwealth Minister will have regard to the criteria for endorsement of the Plan [Attachment 2](#).
- 10.3 If the draft Plan is endorsed by the Commonwealth Minister, ASA and the Environment Department must publish agreed versions of the final SIAR, endorsed Plan and (if relevant) Supplementary SIAR on ASA and Environment Department's websites (or any other appropriate website approved by the Environment Department).

## **11. Approval of actions**

- 11.1 The Parties acknowledge that, under section 146B of the EPBC Act, the Commonwealth Minister may approve the taking of an action, or class of actions, in accordance with an endorsed Plan. The effect of this approval decision is that any actions or classes of actions approved under section 146B would not need further approval by the Commonwealth Minister under the EPBC Act if taken in accordance with the endorsed Plan and any conditions attached to the approval.
- 11.2 The Parties agree that an approval holder (or holders) may be named for any approval of actions, or classes of actions, granted under section 146B of the EPBC Act, noting that any approval may, by reference to the endorsed Plan, permit persons other than the named approval holder to undertake actions in accordance with the endorsed Plan.
- 11.3 If the Commonwealth Minister decides to approve the taking of an action, or class of actions, in accordance with the endorsed Plan, the Commonwealth Minister will:
- a) provide a copy of draft conditions of approval to the named approval holder (or holders) for comment prior to finalising the conditions;
  - b) where appropriate, seek to ensure that conditions are outcomes-based;
  - c) where appropriate, identify in the condition a named approval holder with responsibility for the condition; and
  - d) where the approval relates to actions to be taken in a State or self-governing Territory, tell the appropriate Minister of the State or Territory that this Agreement has been made and what those actions are (in general terms).
- 11.4 The approval must be provided to anyone upon request. However, this may be subject to section 146B(4) of the EPBC Act.

## **12. Information management**

- 12.1 The Parties agree to work cooperatively and share Information, to the fullest extent practical, so as to avoid duplication of work in undertaking the Strategic Assessment pursuant to this Agreement. The Parties commit to the following open access objectives with respect to Disclosable Information:
- a) It is accessible and can be used by the community, business, government and other stakeholders.
  - b) It is published under an open licence (preferably Creative Commons licence), and available in the public domain.

- c) It is published and described in a way that maximises discovery and reuse, preferably online, and in open formats.
- d) It is published at the highest resolution and accuracy available.
- e) It is released electronically at no cost to users or, if other formats are required, at minimal cost.

12.2 Nothing in this Agreement derogates from any legal obligation on the part of the Parties or their respective officers in respect of disclosure of information generally or the exercise of any legal right or privilege of the Parties in respect of disclosure of information as between the Parties, but otherwise the Parties will not disclose information other than Disclosable Information.

12.3 The exchange or submission of Information to the other Party will be subject to appropriate agreed information management practices and protocols.

12.4 The Parties agree to develop and maintain a data management plan to record the key pieces of data and information generated for the Strategic Assessment.

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

13.1 The parties acknowledge that this Agreement is not legally binding but nevertheless agree to carry out their respective obligations and conduct themselves as though they were bound.

13.2 The Parties agree to use best endeavours to establish agreed timelines for arrangements to progress the Strategic Assessment in a cooperative, timely and efficient manner.

13.3 The Parties agree to use reasonable efforts to resolve by negotiation any problem that arises between them in the course of carrying out this Agreement (a Dispute). A Party will not terminate this Agreement as a result of a Dispute until the following process has been exhausted:

- a) If there is a Dispute between the Parties concerning this Agreement, either Party may give written notice of the Dispute to the other party which will state that it is a notice under this clause and will specify the details of the Dispute concerned.
- b) Management representatives (Director equivalent) of each of the Parties will endeavour in good faith to agree upon a resolution to a Dispute.
- c) Should management representatives fail to reach a resolution within 10 business days of receipt of a notice of Dispute (or another timeframe agreed to in writing between the Parties), the Dispute will be taken to Senior Executive Service (SES) or equivalent representatives of each of the Parties.

- d) SES representatives will endeavour in good faith to agree upon a resolution of the Dispute.
- e) Should the SES representatives fail to resolve the Dispute within 10 business days (or other timeframe agreed to in writing between the Parties), the Dispute will be taken to the:
  - i. relevant Deputy Secretary of the Environment Department, and
  - ii. relevant Deputy Director General of ASA who will endeavour to reach agreement regarding the Dispute.

#### **14. Variation**

- 14.1 The Parties may vary this Agreement by written agreement only to the extent that the varied Agreement is consistent with the provisions of the EPBC Act.
- 14.2 Any variation to this Agreement shall be published on the Environment Department and ASA websites (or any other appropriate website approved by the Environment Department).

#### **15. Termination**

- 15.1 This Agreement may be terminated at any time by written notice from either Party, except where the termination relates to a dispute and the procedure at clause 13.2 has not been followed.

#### **16. General**

- 16.1 Any notice given by a Party under this Agreement must be in writing and hand delivered or sent by pre-paid post, or email, to the appropriate representative at the specified address. The appropriate representative for each Party is:
  - a) First Assistant Director General of the Division managing the construction of the Osborne, South Australia, Submarine Construction Yard, within ASA (First Assistant Director General SSN Construction Division, Building 26 Brindabella Business Park, Canberra ACT 2609)
  - b) Branch Head of the Branch managing the strategic assessment within the Environment Department (Assistant Secretary, Environment Assessments West (NT, SA & WA) Branch, Nature Positive Regulation Division, GPO 787 Canberra ACT 2601).
- 16.2 Notwithstanding any other provision of this Agreement, the Parties may disclose information about this Agreement, including personal information, where required or permitted to be disclosed by law.
- 16.3 Notwithstanding the power of the Commonwealth Minister to charge fees for assessing the relevant impacts of a controlled action by conducting a strategic

assessment under section 170CA of the EPBC Act, the understanding of the Parties is that no fees will be payable for this strategic assessment under Division 1 of Part 10 of the Act.

16.4 This Agreement may be executed in counterparts. All executed counterparts constitute one document.



**Signatures**

SIGNED by delegate of the Commonwealth  
Minister for the Environment:

Rachel Parry  
Acting Deputy Secretary  
Department of Climate Change, Energy,  
the Environment and Water

Kerry Smith



Signature

Name of Witness



Signature of Witness

24/11/2023

Date

SIGNED by the Australian Submarine Agency:


Jonathan Mead, AO  
Vice Admiral, Royal Australian Navy  
Director-General  
Australian Submarine Agency

DAVID HALUNAN

Name of Witness



Signature



Signature of Witness

22 November 2023

Date

## Attachment 1: Indicative map of the Strategic Assessment Area



**Figure 1:** indicative map of the Strategic Assessment Area in and around the Osborne Submarine Construction Yard on the Lefevre Peninsula, Osborne, South Australia.

## **Attachment 2: Endorsement Criteria for the Plan (Clause 10)**

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In determining whether or not to endorse the draft Plan, the Commonwealth Minister may consider the following criteria.

### **General**

- 1) In determining whether they are satisfied that the SIAR adequately addresses the Impacts to which this agreement relates, the Commonwealth Minister must have regard to the extent of which the draft Plan meets the objectives of the EPBC Act, including how it:
  - a) protects those aspects of the environment that are Protected Matters under Part 3 of the EPBC Act;
  - b) promotes ecologically sustainable development (as per section 3A of the EPBC Act);
  - c) promotes the conservation of biodiversity and provides for the protection and conservation of heritage;
  - d) promotes a cooperative approach to the protection and management of the environment; and
  - e) assists in the cooperative implementation of Australia's international environmental responsibilities.

### **Scope**

- 2) The Plan will:
  - a) describe how the Plan is to operate;
  - b) use plain English and be written in a way that assists readers who do not have background in or detailed knowledge of the EPBC Act;
  - c) provide a named approval holder (or holders);
  - d) describe the role and responsibilities of the named approval holder (or holders), the Environment Department and other relevant agencies;
  - e) define the action or classes of actions that have been assessed in the SIAR, including how these are related to development activities regulated and/or managed under State or Territory legislative requirements;
  - f) define persons who can take an action under the Plan;
  - g) define the timeframe of the Plan;
  - h) define the spatial area of the strategic assessment;
  - i) define the class of action boundary; and
  - j) define matters excluded from the scope of the Plan, including but not limited to:
    - i) actions that have already been found not to be controlled actions under section 75(1) of the EPBC Act;

- ii) actions that have already been approved under section 133(1) of the EPBC Act; and
- iii) actions not assessed or specifically excluded from the Plan.

### **Environmental, administrative and regulatory strategic assessment outcomes**

#### 3) The Plan will:

- a) identify the Protected Matters that are relevant to the Plan;
- b) summarise the expected duration, extent and likely severity of the Impacts of implementing the Plan on Protected Matters;
- c) demonstrate how the cumulative Impacts to which this agreement relates identified in the SIAR will be avoided and mitigated;
- d) provide for appropriate offsets in accordance with the *EPBC Act Environment Offsets Policy*<sup>2</sup>, in the event that impacts to which this agreement relates cannot be fully avoided or mitigated;
- e) define clear and measurable outcomes and commitments for the management and conservation of Protected Matters that are relevant to the Plan, including specific, measurable, achievable, relevant and timely performance indicators to demonstrate progress towards achieving these outcomes and commitments; and
- f) define clear and measurable outcomes and commitments for the achievement of administrative and regulatory efficiencies, including specific, measurable, achievable, relevant and timely performance indicators to demonstrate progress towards achieving these outcomes and commitments.

### **Implementation and Assurance**

#### 4) The Plan must commit to, and outline, an effective and efficient:

- a) implementation framework that:
  - i) describes a verification process to administer and track the use of the Part 10 approval by persons who are undertaking an action in accordance with the endorsed Plan;
  - ii) ensures persons undertaking actions under the Part 10 approval are informed of, and understand, their obligations under the endorsed Plan and approval;
  - iii) details how outcomes and commitments for protected matters and regulatory and administrative efficiencies will be monitored, documented, delivered, and adequately resourced throughout the life of the Plan; and

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<sup>2</sup> As amended from time to time, or any other Commonwealth policy relating to offsets that replaces this policy.

- iv) details all governance arrangements including the roles and responsibilities of the Parties and the named approval holder (or holders), including in the post approval phase, for the implementation of the Plan and Part 10 approval.
- b) assurance framework that:
  - i) outlines how the named approval holder (or holders) will monitor, evaluate, review, audit and adaptively manage the effectiveness of proposed regulatory, administrative and protected matter outcomes, commitments and approval conditions, including a process for auditing and reporting to provide transparency for stakeholders; and
  - ii) identifies the timing and frequency of all assurance activities.
- c) process for adaptive management and corrective action;
- d) process for data management and sharing of data (in line with any arrangement for handling sensitive and classified information); and
- e) process for stakeholder engagement (including with the Commonwealth).

### **Attachment 3: Strategic Assessment Scope**

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The Strategic Assessment for the Osborne Submarine Construction Yard (SCY) will include construction and operation of the SCY as defined below.

**Construction of the Osborne SCY is defined to include:**

- Early civil works;
- Site wide civil works;
- Construction of office accommodation, amenities and industrial facilities;
- Construction of marine facilities, including a wet basin and wharf; and
- Dredging of the Port River to support the construction of marine infrastructure and initial dredging to allow the transport of the submarine from the Osborne SCY to open water.

**Operation of the Osborne SCY is defined to include:**

- Processing of raw steel material to manufacture submarine pressure hull, large structures and small to medium sized components;
- General steel processing including cutting, forming, welding and non-destructive evaluation;
- General and specialist machining in support of fabrication and outfitting;
- Outfitting of submarine sections and other structures with welded components such as submarine decks and fixed pipework;
- Outfitting units and other structures with electrical, mechanical and piping components;
- Assembly, testing, commissioning and services installation in support of combat system integration;
- Contained (or temporarily contained) abrasive blasting of units;
- Application of protective paint coatings;
- Manufacture of pipe and electrical components;
- Assembly, testing and commissioning of the nuclear propulsion system;
- Consolidation of large submarine sections into a complete submarine;
- Submarine system testing and set-to-work activities;
- Testing and commissioning of the submarine will utilise river water cooling;
- Pre-commissioning testing and contractor sea trials of the completed submarine;

- Use supporting facilities:
  - Guard houses;
  - Car parking;
  - Warehousing;
  - Office accommodation;
  - Health centre;
  - Data centre and general Information and Communication Technology services;
  - Sleeping quarters; and
  - General amenities.
- Temporary storage of low-level waste;
- Routine dredging to allow the transport of the submarine from the Osborne SCY to open water; and
- It is expected that further construction will be required at Osborne SCY during the life of the approval. These activities may include decommissioning, dismantling, recycle and or refurbishment of existing facilities; and are likely to include further construction.

**The following is considered out of scope of the Strategic Assessment for the Osborne SCY:**

- The operation, sustainment and decommissioning of the submarines built at the Osborne SCY is considered out of scope of the Strategic Assessment and will be managed via separate environmental assessment processes and approvals as necessary.
- The reactor power module will be sealed and delivered to Osborne SCY for assembly into the nuclear propulsion system. The manufacture and delivery of the reactor power module is considered outside of the scope of the Strategic Assessment, however the assembly into the submarine is included.
- Australia has committed to the disposal of low-level radioactive waste and the nuclear reactor and, this facility would be on Defence land, current or future. This facility is considered outside the scope of the Strategic Assessment and will be managed via separate environmental assessment processes and approvals as necessary.