

DEED POLL OF UNDERTAKING RELATING TO CONTRACTORS VOLUNTARY EXIT GRANTS PROGRAM UNDER THE TASMANIAN FORESTS INTERGOVERNMENTAL AGREEMENT

DEED POLL EXECUTED BY [*insert name(s) of Nominated Individual(s)*] (each a **Nominated Individual**), THE NOMINATED INDIVIDUAL(S) OF [*insert Grantee name*] (**Grantee**)

BACKGROUND

- A. The Contractors Voluntary Exit Grants Program (**Program**) under the Tasmanian Forests Intergovernmental Agreement between the Commonwealth and Tasmania dated 7 August 2011 is designed to assist eligible businesses to exit the Tasmanian public native forest harvest, haulage and silvicultural contracting sector.
- B. The Grantee has applied for funding under the Program.
- C. The Commonwealth has agreed to provide Funding to the Grantee under the Program.
- D. The Grantee and the Commonwealth acting through the Department of Agriculture, Fisheries and Forestry (**Commonwealth**) have entered or intend to enter into a funding agreement (**Funding Deed**) for the payment of exit assistance funding to the Grantee under the Program.
- E. The Grantee has nominated certain individuals who all are owner(s) and/or director(s) and/or partner(s) of the Grantee, as the case may be (**Nominated Individuals**).
- F. In order to receive Funding under the Funding Deed, the Grantee must provide to the Commonwealth this Deed Poll of Undertaking executed by all of the Nominated Individual(s).

OPERATIVE PROVISIONS

- 1 Each Nominated Individual undertakes and pledges that he/she:
 - a. **will not** use, for ten years after the date on which the Milestone 1 funding payment is made under the Funding Deed, the Grantee's forestry machinery in the Australian native forest harvest, haulage and silvicultural contracting sector and/or the Australian plantation forest harvest, haulage and silvicultural contracting sector, except to the extent permitted under clause 4 below;
 - b. **will not** hire out or lease out the forest machinery of the Grantee to another business, organisation or person for utilisation in the Australian forest industry before re-entry is permitted;
 - c. **will not** re-enter the Australian native forest harvest, haulage and silvicultural contracting sector and/or Australian plantation harvest, haulage and silvicultural contracting sector within ten years after the date on which the Milestone 1 funding payment is made under the Funding Deed, except to the extent permitted under clause 4 below; and
 - d. **will** terminate any pre-existing hiring out or leasing out arrangements for the forest machinery of the business in the Australian forest industry as at the date the Funding Deed is executed.
- 2 Each Nominated Individual agrees that the Commonwealth may demand repayment of the Funding, or part of it, from the Nominated Individual or the Grantee if the

Nominated Individual acts in breach of this Deed Poll of Undertaking and, in that event, the Funding, or the part demanded, becomes a debt due to the Commonwealth payable by the Nominated Individual or the Grantee, as the case may be.

- 3 For the avoidance of doubt, the undertaking in clause 1 applies to prevent the Nominated Individual from undertaking activities in the Australian native forest harvest, haulage and silvicultural contracting sector and/or the Australian plantation forest harvest, haulage and silvicultural contracting sector, irrespective of whether the Nominated Individual's business was harvesting or haulage or silviculture.
- 4 For the purpose of clause 1, and for the avoidance of doubt, each Nominated Individual is permitted to:
 - a. sell the business's forestry machinery unless there are obligations not to dispose of assets in relation to specific items of machinery funded under the Tasmanian Community Forest Agreement Industry Development Program;
 - b. become an employee of a Tasmanian native forest contracting (harvesting or haulage or silviculture) business;
 - c. own shares in a listed public company engaged in Tasmanian native forest contracting (harvesting or haulage or silviculture); and
 - d. continue the existing contractual arrangements of the business, if any, in the mainland sector or the Tasmanian private native forest sector or the Tasmanian plantation sector.
- 5 Each Nominated Individual undertakes to inform the Australian Government Department of Agriculture, Fisheries and Forestry if he/she engages in any activity that is inconsistent with the undertakings in this Deed Poll or the terms of the Funding Deed or if he/she is in doubt about whether an activity is permitted.
- 6 Each Nominated Individual must provide any additional information reasonably required by the Australian Government Department of Agriculture, Fisheries and Forestry to verify that activities undertaken by the Nominated Individual are consistent with this Deed.
- 7 Capitalised terms used in this Deed Poll of Undertaking which are not otherwise defined have the same meaning as they do in the Funding Deed.
- 8 Each Nominated Individual acknowledges that under the *Criminal Code Act 1995* (Cth) it is a serious offence to provide false or misleading information to the Commonwealth.

EXECUTED AS A DEED POLL on the _____ day of _____ 201

Signed, sealed and delivered by:

Signature of Nominated Individual

Printed Name of Nominated Individual

Witnessed by:

Signature of witness

Printed Name of witness

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