



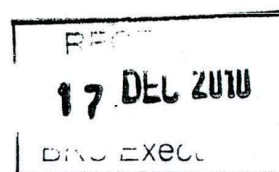
CARING
FOR
OUR
COUNTRY

Funding Deed for Community Action Grants

Commonwealth of Australia acting through
the Department of Sustainability, Environment,
Water, Population and Communities and the
Department of Agriculture, Fisheries and
Forestry
(the Commonwealth)

AUSTRALIAN RAINFOREST FOUNDATION
(Grantee)

Project Title: Weeding and maintenance of
land at Mission Beach



Contents

FUNDING DEED FOR COMMUNITY ACTION GRANTS	2
DETAILS	2
1. DEFINED TERMS	3
2. PROJECT PERFORMANCE	4
3. MILESTONES	4
4. FUNDING PAYMENT AND INVOICE	4
5. USE OF FUNDING MONEY	4
6. RETAINED FUNDS	5
7. REPAYMENT OF FUNDING	5
8. PAYMENT OF FUNDING INTO THE BANK ACCOUNT AND KEEPING PROPER RECORDS	5
9. DIRECTION TO CEASE SPENDING THE MONEY	5
10. ASSESSMENT OF THE PROJECT	6
11. MONITORING, EVALUATION, REPORTING AND IMPROVEMENT	6
12. REPORTING OF INDIGENOUS PARTICIPATION AND EMPLOYMENT	7
13. COMMUNICATIONS ACTIVITIES	7
14. ACKNOWLEDGEMENT AND PUBLICITY	8
15. TERMINATION	8
16. VARIATIONS	8
17. GOVERNING LAW AND FORUM	8
18. INSURANCE COVER	9
SCHEDULE	10
EXECUTION	11

Details

DATE

PARTIES

Commonwealth of Australia for the purposes of this Deed, acting through the Department of Sustainability, Environment, Water, Population and Communities ABN 34 190 894 983 002 / Department of Agriculture, Fisheries and Forestry ABN 24 113 085 695 (the Commonwealth)

Address: GPO Box 787 Canberra ACT 2601
Facsimile: 02 6272 4875
Email: communityactiongrants@nrm.gov.au
Contact Telephone Number: 1800 552 008

AND

Name: AUSTRALIAN RAINFOREST FOUNDATION
ABN: 44 073 434 563
Address: PO Box 3006
CAIRNS QLD 4870
Facsimile: 07 4031 2400
Email: s. 47F(1)
Contact Officer and Telephone Number: s. 47F(1)
07 4051 2000

BACKGROUND

- A. The Department has agreed to provide Funding to the Grantee to support the carrying out of the Project.
- B. The Funding for this Project arising under this Deed is provided under the Natural Heritage Trust ABN 34 190 894 983 002 element of the Caring for Our Country initiative and is made under the *Natural Heritage Trust Act 1997*.
- C. The Grantee has agreed to carry out the Project in accordance with this Deed.

1. DEFINED TERMS

In this Deed, unless the context indicates otherwise:

Bank Account means the Grantee's bank account notified by the Grantee in writing to the Commonwealth from time to time.

Commencement Date means the date specified in Item 1 of the information table in the Schedule.

Communications Activities include the following:

- (a) events promoting the Project;
- (b) media releases, contributions to media and interviews;
- (c) public relations and information dissemination activities including workshops, forums and conferences;
- (d) display materials such as banners, posters and Project signage;
- (e) publications including reports, books, journal articles, case studies, information kits and fact sheets; and
- (f) websites including all regional web home pages.

Date of this Deed means the date on which this deed is signed by the Commonwealth.

Deed means this agreement, its Schedule and any Annexures.

Financial Report is a financial statement certified by a Qualified Accountant.

Funding means the amount specified in the Schedule.

Milestones means the tasks that must be completed by stated dates as specified in the Schedule.

MERI means Monitoring, Evaluation, Reporting and Improvement and includes activities undertaken to assess and report Project achievements to meet the Commonwealth's MERI Strategy requirements described at <http://www.nrm.gov.au/me/index.html>.

If you do not have access to the internet or you cannot find the relevant information, please call 1800 552 008 for assistance.

Other Contributions means contributions towards the Project, whether financial or otherwise, set out in the Schedule and which are obtained by the Grantee from persons other than the Commonwealth and, for the avoidance of doubt, includes the Grantee's own contributions.

Project means the project described in the Schedule.

Project Expenditure Summary is a report prepared by the grantee and details expenditure made during the activity period.

Project Objects in relation to a Project means the measurable contribution that the Grantee is required to make which are described in item 1.2 of the relevant Project Schedule;

Project Targets in relation to a Project means Caring for Our Country targets set out in the relevant Project Schedule.

Qualified Accountant means:

- (a) a person who is registered as a company auditor or a public accountant under a law in force in a State or Territory; or
- (b) a member of the Institute of Chartered Accountants in Australia a member of the National Institute of Accountants or a member of the Australian Society of Certified Practising Accountants.

Special Conditions means a condition under the heading in the Project Schedule that the Grantee must comply with during the Project.

Term means the period specified in Item 2 of the information table in the Schedule commencing on the Commencement Date.

2. PROJECT PERFORMANCE

The Grantee must undertake the Project during the Term in accordance with this Deed diligently, effectively and with due care and skill.

3. MILESTONES

The Grantee must carry out the Project in accordance with the Milestones and the scheduled dates each Milestone is due.

4. FUNDING PAYMENT AND INVOICE

The Commonwealth will pay the Funding to the Grantee within 28 days of the execution of this Deed.

The Commonwealth will generate a Recipient Created Tax Invoice and will provide it to the Grantee.

The Grantee must not send an invoice to the Commonwealth.

5. USE OF FUNDING MONEY

The Funding must only be spent by the Grantee:

- (a) for the purposes of undertaking the Project and purposes that are incidental to the Project; and
- (b) otherwise in accordance with the terms and conditions of this Deed.

6. RETAINED FUNDS

If at the end of the Term, some of the Funding has not been spent or committed but the Grantee has achieved all the Project Objects and Targets as verified through the final reporting process:

- (a) the Grantee may request permission to retain the unspent Funds to apply them to additional outcomes associated with the Project Objects; and
- (b) the Commonwealth may give permission subject to such conditions as the Commonwealth specifies; or
- (c) the Commonwealth may direct the unspent Funds be returned.

7. REPAYMENT OF FUNDING

If the Grantee fails to fulfil a term of this Deed, including spending the Funding otherwise than in accordance with this Deed, the Grantee is liable, on demand by a Commonwealth representative, to repay to the Commonwealth the whole or part of the Funding already paid to the Grantee, and the Commonwealth may recover that money from the Grantee as a debt due to the Commonwealth.

If the Grantee fails to spend the Funding, or part of it, on the Project, the Grantee is, subject to clause 6, liable to repay to the Commonwealth the amount of unspent money and the Commonwealth may recover that money from the Grantee as a debt due to the Commonwealth.

8. PAYMENT OF FUNDING INTO THE BANK ACCOUNT AND KEEPING PROPER RECORDS

All of the Funding required to be paid by the Commonwealth to the Grantee for a Project will be electronically transferred into the Bank Account.

When requested by the Commonwealth, the Grantee must immediately give the Commonwealth details of the Bank Account.

Any interest that is earned on the Funding is treated as Funding money and must be used for the Project.

The Grantee must identify the receipt and expenditure of the Funding separately within the Grantee's accounting records so that at all times the Funding is identifiable and ascertainable.

The Grantee must permit the Commonwealth (including the Australian National Audit Office) or its agent or representative to have access to the Grantee's records relating to the Project and must cooperate with any audit carried out by the Commonwealth.

9. DIRECTION TO CEASE SPENDING THE FUNDING

The Grantee must not spend any of the Funding moneys if it receives notice from the Commonwealth directing the Grantee not to spend the moneys. The Commonwealth may issue such a notice to the Grantee if the Grantee:

- (a) has not completed a report that was due before the date of the notice; or
- (b) has not achieved a Milestone that was due to be achieved before the date of the notice; or
- (c) is otherwise in breach of this Deed.

10. ASSESSMENT OF THE PROJECT

The Grantee must:

- (a) provide to the Commonwealth such information concerning the Project as the Commonwealth reasonably requests from time to time; and
- (b) facilitate such visits by representatives of the Commonwealth as the Commonwealth reasonably requests for the purposes of monitoring, evaluating and reviewing the Project; and
- (c) agree to any changes to the Project reasonably required by the Commonwealth after review.

11. MONITORING, EVALUATION, REPORTING AND IMPROVEMENT

The Grantee must keep proper records and undertake the MERI activities to meet all of the Commonwealth's monitoring reporting and Project acquittal requirements.

The Commonwealth will provide templates for reporting.

The Grantee must:

- (a) monitor the Project activities and their contribution to the Project Targets;
- (b) provide a Project progress report by the date specified in the Schedule, which includes progress with Project activities and a Project Expenditure Summary;
- (c) provide a Project final report within 60 days of completion of the Project, which includes:
 - (A) a Financial Report acquitting all Project funds;
 - (B) achievements against the Project Targets;
 - (C) an evaluation of whether or not the Project achieved the intended Project objects and whether or not Project activities were the most effective and efficient way of achieving the Project objects.

The Commonwealth reserves the right to request additional Project reports if information in any progress report or completion report is inadequate.

The Grantee must provide a report as requested under the previous paragraph within 30 days of the request by the Commonwealth.

12. REPORTING OF INDIGENOUS PARTICIPATION AND EMPLOYMENT

(a) Definitions:

Unless otherwise stated, terms used in this Project Schedule have the following definitions:

Full time Equivalent Employees means the total number of days per annum a person is employed or contracted divided by 220.

(b) Where relevant, the Grantee will report:

- (i) as a part of any scheduled progress report; and
- (ii) as part of the final report

on the number of Indigenous people either

- (i) being directly employed or contracted; and/or
- (ii) engaged as volunteers

in the delivery of the activities of this Project.

(c) Direct employment and contractor reporting is to be reported as the number of full time equivalent employees and total number of people engaged this year.

13. COMMUNICATIONS ACTIVITIES

Content of the Communication Activities

(a) The Grantee must:

- i. ensure the accuracy of any information being included in any Communications Activities for the Project;
- ii. ensure that any Communications Activities for the Project do not include any immoral, misleading, offensive, political or defamatory material; and
- iii. obtain the Commonwealth's prior approval of any material proposed to be used in Communications Activities before it engages in those Activities. The Commonwealth has the right to approve or not approve the material at its discretion.

(b) The Commonwealth reserves the right to terminate the Funding Deed under clause 15(b) if the Grantee is in breach of the clause 13 (a)(iii).

Restriction on advocacy activities

- (a) No right or obligation arising under this Deed should be interpreted as limiting the Grantee's ability to enter into public debate or criticism of the Commonwealth or its agencies, employees, servants or agents.
- (b) The Commonwealth does not require the Grantee to obtain advance approval of any involvement by the Grantee in public debate or advocacy not being Communications Activities.

14. ACKNOWLEDGMENT AND PUBLICITY

- (a) The Grantee must acknowledge the contribution of the Commonwealth to the Project in any Communications Activities and in any material produced by or on behalf of the Grantee in accordance with the guidelines published at <http://www.nrm.gov.au/publications/guidelines/pubs/recognition-guidelines.pdf>.

If you do not have access to the internet or you cannot find the relevant information, please contact the contact officer who will assist you.

- (b) The Grantee must obtain the Commonwealth's agreement before it releases any announcements, or conducts any publicity events for the Project.
- (c) The Commonwealth reserves the right to publicise and report on the awarding of Funding to the Grantee. The Commonwealth may do (but is not limited to doing) this by including the Grantee's name, the amount of the Funding given to the Grantee, the title and a brief description of the Project in media releases, general announcements about the Funding, annual reports or through any other means as determined by the Commonwealth.
- (d) Where the Grantee has been provided with Funding to produce any publication, unless the Commonwealth advises otherwise, the Grantee must provide the Commonwealth with 45 hardcopies and an electronic copy of the publication.

15. TERMINATION

In addition to the right to terminate provided for elsewhere in this Deed, the Commonwealth may terminate this Deed with immediate effect by giving notice to the Grantee if:

- (a) the Grantee breaches any provision of this Deed and fails to remedy the breach within 14 days, or such longer period as the Commonwealth stipulates, after receiving notice requiring it to do so;
- (b) the Grantee breaches a material provision of this Deed and that breach is not, in the opinion of the Commonwealth, capable of remedy;
- (c) the Grantee notifies the Commonwealth that the Project is not to proceed; or
- (d) the Grantee becomes insolvent, bankrupt, subject to administration or is unable to meet its debts.

16. VARIATIONS

The parties may agree to vary the Project activities, the application of Funding, the Term or other aspects of the Project. Any variation must be recorded in writing.

17. GOVERNING LAW AND FORUM

This Deed is governed by the law applicable in the Australian Capital Territory. The courts of the Australian Capital Territory shall have exclusive jurisdiction to decide any matter arising out of this Deed.

18. INSURANCE COVER

In connection with the undertaking of the Project, the Grantee must have and maintain during the Term a public liability insurance policy on a per occurrence basis, which must provide coverage, in respect of each occurrence, for at least \$5 million.

Schedule

INFORMATION TABLE

ITEMS

Item 1	Commencement Date: <i>4 January 2001</i>
Item 2	Project Term: Within 18 months from the Commencement Date.
Name of Project	Weeding and maintenance of land at Mission Beach
Project Number	X0000001785G

SPECIAL CONDITIONS

Nil

PROJECT SCHEDULE INFORMATION

1. THE PROJECT AND ITS OBJECTIVES

1.1 Project Description

The project will enable maintenance, weed control and revegetation of a rainforest block near Mission Beach which contains a critical cassowary habitat. Part of the block is weed infested and contains outbreaks of Siam weed and guinea grass which need to be controlled to facilitate revegetation of the block. The project will eradicate weeds on the cleared land and revegetate to restore rainforest. The project will also include road improvements to facilitate access to the property during the wet season to ensure that ongoing works, revegetation and weed control can be carried out.

1.2 Project Targets, Objects and Activities

The Project Target and Object applicable to this Project is:

- (i) Increasing participation in natural resource management (Target).
- (ii) Increasing community knowledge and skills through engagement of at least one community organisation (Object).

The Grantee must undertake the following Activity within 18 months of the commencement date, in delivering the Project:

- (i) Invasive species control
- (ii) Educational activities and community awareness
- (iii) Revegetation
- (iv) Administration support
- (v) Audit/accounting costs

2. MILESTONES AND FUNDING ARRANGEMENTS

Milestone	Reporting Period	Due date	Amount due (GST inclusive)
Commencement of Project		Execution of this deed	\$ 22,000.00
Project Progress Report and Statement of Income and Expenditure on activities listed in 1.2 above	From the date of Project commencement to 30 June 2011	Within 60 days	0
Final Report and Statement of Income and Expenditure and evaluation (see Clause 10)	The entire life of the Project from commencement to completion	Within 60 days of Project completion	0
Total Funding (GST inclusive)			\$ 22,000.00

Execution

SIGNED SEALED AND DELIVERED for and on behalf of **AUSTRALIAN RAINFOREST FOUNDATION**

s. 47F(1)

Signature of authorised representative of Grantee

s. 47F(1)

Signature of witness

s. 47F(1)

Name of authorised representative (print)

s. 47F(1)

Name of Witness (print)

SIGNED SEALED AND DELIVERED for and on behalf of the **COMMONWEALTH OF AUSTRALIA** by a duly authorised representative on the

4th day of *January* 20 *11*

s. 47F(1)

Signature of authorised representative

s. 47F(1)

Signature of witness

s. 47F(1)

Name of authorised representative

s. 47F(1)

Name of witness (print)

9

Project ID	CAG10-00470	
Grantee Name	Australian Rainforest Foundation	
Project Name	Weeding and maintenance of land at Mission Beach	
Project description	<p>The project will enable maintenance, weed control and revegetation of a rainforest block near Mission Beach which contains a critical cassowary habitat. Part of the block is weed infested and contains outbreaks of Siam weed and guinea grass which need to be controlled to facilitate revegetation of the block. The project will eradicate weeds on the cleared land and revegetate to restore rainforest. The project will also include road improvements to facilitate access to the property during the wet season to ensure that ongoing works, revegetation and weed control can be carried out.</p>	
Have you started your project? If not, when do you intend to start your project?	Y / N	Date: August 2011
Do you expect to complete your project before 04 July 2012. If so, please indicate an approximate date.	Date: No	
<p>What have you completed so far?</p> <p>Prepared education materials (Weed identification Book and Weed eradication manual)</p>		
<p>Have you experienced any problems?</p> <p>The project start has been delayed by a) Cyclone Yasi and b) continued unseasonably wet weather which has made access to the block impossible. This should change with the onset of the dry season and we are experiencing drier days now.</p>		
<p>What do still need to complete?</p> <p>We should be able to get onto the block in July and start poisoning, possibly burn off and clean up the access with machinery. reveg should be possible in the August to November period</p>		
<p>Total Commonwealth Funds received (GST excl.): \$ 20,000.00</p>		

How much have you spent so far? (GST excl.): \$.0.....

Have there been any changes in personnel (e.g. project manager, president/chairperson, etc), address or contact details for your organisation? Please provide details of the changes below.

No changes

Report prepared by: **s. 47F(1)** CEO

Phone: 07 4051 2000

Date: 3 June 2011

COMMUNITY ACTION GRANTS FINAL REPORT



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Project ID	CAG -10-00470
Grantee Name	Australian Rainforest Foundation
Project Name	Weeding and Maintenance of Land at Mission beach
Project Description	<p>Lot 5 Leo Road, situated in Tropical North Queensland is a rainforest block only 5 minutes from Mission Beach. The land was purchased by the ARF, at the request of the Australian Government as it is scientifically critical cassowary habitat. Vegetation on the site is comprised of three major communities; Melaleuca wetlands, mesophyll vine forest (i.e., rain forest) and disturbed or cleared lands. The disturbed or cleared land is weed infested and contains out breaks of Siam weed among the other weeds. These weeds must be controlled in order to facilitate the revegetation of the block. Some additional access work is required to facilitate revegetation and weed control.</p>
Project completion date: 24/06/12	Project final report due date: 30/08/12
<p>Caring for our Country Five-Year Outcome: <i>Improve the access to knowledge and skills of urban and regional communities in managing natural resources sustainably and helping protect the environment.</i></p> <p>Caring for our Country Target: <i>Increasing community knowledge, skills and engagement</i></p>	
<p>A) Achievements:</p> <p>Four major activities were undertaken resulting in the desired project outcomes to be either met or exceeded.</p> <ol style="list-style-type: none"> 1. Improve the access for weed control through the wet season. <p>The access to the open and degraded section of the project site was upgraded through the minor improvement of drainage, slashing, tree clearing, track alignment and poisoning of invasive grasses. This work has opened access in a way so as not to break the surface of the ground (essential in areas of this rainfall) as well as retaining a small buffer visual buffer strip so as to restrict unwanted and non-authorized access. The access to the disturbed area now allow for easy 4WD entry with a spray unit for future management.</p> <p>Storm water runoff from the site is now directed away from the access track into an area of stable ground vegetation and minimal erosion potential.</p>	

2. Identify and spray Siam weed outbreaks.

An initial investigation of the site was undertaken in October 2011 where only a small number of Siam Weed plants were identified and manually removed. Although the survey was undertaken over the full ARF site Siam weed was only found in the highly disturbed past cultivation area. In April 2012 the site was re-visited with 6 small outbreaks containing 10 plants was identified. Plants were removed and the area sprayed to ensure through eradication.

Due to a delay in revisiting the site due to damage caused by Cyclone Yassi it was determined essential to inspect for any new Siam Weed outbreaks at the beginning of the flowering season 2012 before seed could form. Biodiversity Queensland inspected the site in June 2012 locating 10 separate Saim Weed outbreaks. These sites were sprayed within 7 days of identification.

3. Identify and control the remainder of the noxious weeds and Guinea grass on the cleared land to facilitate recreating the rainforest.

Slashing and spraying was deemed the most appropriate method of weed control due to the possibility of erosion with any surface disturbance. The entire disturbed cultivation site was checked and any noxious weeds controlled. Overall very minimal noxious weeds were located.

Three large oblong planting areas were identified that would take advantage of prevailing winds for future seed dispersal. These areas incorporated existing emergent pioneers and were slashed and selectively sprayed with Glysohate in April 2012. Follow up spraying was undertaken in May 2012 to ensure a weed free planting area. All trash was retained on the ground, however, any clumping was broken up to discourage feral pig activity.

4. Re-vegetate the land through the planting of trees and manage regrowth while the trees get established.

Re-establishing tropical rainforest on an open disturbed slope can be a difficult undertaking. Many past examples have clearly demonstrated significant erosions from poor planning or the desire for fast results.

It was deemed as inappropriate to try to remove all Guinea Grass across the site as this would have exposed too greater area to the elements. Three oblong regeneration sites were identified containing some existing emergent species. These sites ran across the profile of the land and prevailing winds. Any runoff impact from these sites would be overcome by running into grass cover before damaging momentum could develop thus eliminating the high potential for surface erosion.

It was determined that to achieve the best possible results only fast growing pioneer species of local provenance should be planted in small concentrated clumps. By concentrating plantings, canopy cover can be achieved in the shortest possible time reducing the competition from the surrounding Guinea Grass. In addition the use of wind dispersed pioneer species allows for the natural enlargement of the planting oblongs and future linking with the surrounding native rainforest.

In all 3 oblong clumps were undertaken with 320 pioneers planted. Only 8 species were used all

being found within the habitat essential for cassowaries. These are: Hibiscus tiliaceus Flindersia brayleyana Buchanania arborescens Guioa acutifolia Dysoxylum gaudichaudianum Omalanthus populifolius Phyllanthus cuscutiflorus Syzygium austral		
B) Please complete the project activities listed below that were addressed. Also advise the quantities achieved and also record any additional outcomes.		
	Yes	Quantity (eg Hectares)
Increase area of native habitat and vegetation managed to reduce critical threats (number of hectares)	Y	3ha
Reducing the impact of invasive species (number of hectares)	Y	3ha
• If Yes please state species targeted	Siam Weed Guinea Grass	
Increasing the uptake of sustainable land management practices (number of hectares)	Y	3
Increasing the number of farmers contributing to biodiversity conservation (number of individuals)	Y	2
Engaging the community in coastal rehabilitation, restoration and conservation (number of individuals)	N	
Improve water quality in coastal hotspots (number of hectares)	N	
• name of hotspot		
Protecting Ramsar listed wetlands and other High Conservation Value Aquatic Ecosystems (HCVAEs) (number of hectares)	N	
• Name of Ramsar site or HCVAE		
C) Participant engagement throughout the project		
i) How many members of your organisation participated in the project activities?	4	
ii) Did any Indigenous people participate in the delivery of this project? If Yes, please estimate the total number of days of engagement.	N	

iii) How many additional people or volunteers outside your community group participated in the project? (<i>Do not include those listed below.</i>)		2
iv) Were other organisations involved in the project? (If so please list below.)		Y
Name of organisation	Conservation Partners (Contractor)	Number of participants 2
Name of organisation	Biosecurity Queensland	Number of participants 2
Name of organisation		Number of participants
Name of organisation		Number of participants
Name of organisation		Number of participants
D) In-kind contributions and donations (OPTIONAL)		
If your project was supported by other sources please tell us about them. This could be an estimate of the hours of labour contributed by volunteers, materials donated by a business, a consultant who donated their time etc.		
	Yes	Quantity
Volunteer labour/contractors/consultants/facilitators (number of hours)		
Materials/supplies/venue hire/equipment hire (dollar value)		
Private business partners/state agency partners (number of partners)		
Other		

E) Did you experience any problems during the delivery of your project?

(Please let us know if you came across any hurdles during your project. This can include any challenges you have identified with the Community Action Grants process.)

This project was continually delayed due to adverse weather conditions including Cyclone Yassi. As a result of Cyclone Yassi a high number of trees had fallen making access to the site impossible. These trees needed to be cleared to gain access to the project area.

The Mission Beach area also has one of the highest rainfalls in Australia resulting in a delay of over 6 months for suitable weed spraying conditions.

Although fallen trees were removed to enable access, those across the project site were retained as there was no foreseen advantage in removal yet some potential disadvantaged. Due to the number of hidden logs etc., slop, soil type and high rainfall the site was assessed as being unsuitable for the engagement of volunteers and a contractor was engaged with high Occupational Health and Safety standards.

Project Financial Information

(Please ensure that you attach a Financial Statement)

Total Community Action Grants funds \$ 20,000 (GST excl.): \$ 22,000 (GST Inc.)

Total project expenditure: \$ 20,000 (GST excl.): \$ 22,000. (GST Inc.)

A statutory declaration under the *Statutory Declarations Act 1959* may be made before—

- (1) a person who is currently licensed or registered under a law to practise in one of the following occupations:
- | | | |
|----------------------|----------------------|--------------------|
| Chiropractor | Dentist | Legal practitioner |
| Medical practitioner | Nurse | Optometrist |
| Patent attorney | Pharmacist | Physiotherapist |
| Psychologist | Trade marks attorney | Veterinary surgeon |
- (2) a person who is enrolled on the roll of the Supreme Court of a State or Territory, or the High Court of Australia, as a legal practitioner (however described); or
- (3) a person who is in the following list:
- Agent of the Australian Postal Corporation who is in charge of an office supplying postal services to the public
 - Australian Consular Officer or Australian Diplomatic Officer (within the meaning of the *Consular Fees Act 1955*)
 - Bailiff
 - Bank officer with 5 or more continuous years of service
 - Building society officer with 5 or more years of continuous service
 - Chief executive officer of a Commonwealth court
 - Clerk of a court
 - Commissioner for Affidavits
 - Commissioner for Declarations
 - Credit union officer with 5 or more years of continuous service
 - Employee of the Australian Trade Commission who is:
 - (a) in a country or place outside Australia; and
 - (b) authorised under paragraph 3 (d) of the *Consular Fees Act 1955*; and
 - (c) exercising his or her function in that place
 - Employee of the Commonwealth who is:
 - (a) in a country or place outside Australia; and
 - (b) authorised under paragraph 3 (c) of the *Consular Fees Act 1955*; and
 - (c) exercising his or her function in that place
 - Fellow of the National Tax Accountants' Association
 - Finance company officer with 5 or more years of continuous service
 - Holder of a statutory office not specified in another item in this list
 - Judge of a court
 - Justice of the Peace
 - Magistrate
 - Marriage celebrant registered under Subdivision C of Division 1 of Part IV of the *Marriage Act 1961*
 - Master of a court
 - Member of Chartered Secretaries Australia
 - Member of Engineers Australia, other than at the grade of student
 - Member of the Association of Taxation and Management Accountants
 - Member of the Australasian Institute of Mining and Metallurgy
 - Member of the Australian Defence Force who is:
 - (a) an officer; or
 - (b) a non-commissioned officer within the meaning of the *Defence Force Discipline Act 1982* with 5 or more years of continuous service; or
 - (c) a warrant officer within the meaning of that Act
 - Member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants or the National Institute of Accountants
 - Member of:
 - (a) the Parliament of the Commonwealth; or
 - (b) the Parliament of a State; or
 - (c) a Territory legislature; or
 - (d) a local government authority of a State or Territory
 - Minister of religion registered under Subdivision A of Division 1 of Part IV of the *Marriage Act 1961*
 - Notary public
 - Permanent employee of the Australian Postal Corporation with 5 or more years of continuous service who is employed in an office supplying postal services to the public
 - Permanent employee of:
 - (a) the Commonwealth or a Commonwealth authority; or
 - (b) a State or Territory or a State or Territory authority; or
 - (c) a local government authority;
 with 5 or more years of continuous service who is not specified in another item in this list
 - Person before whom a statutory declaration may be made under the law of the State or Territory in which the declaration is made
 - Police officer
 - Registrar, or Deputy Registrar, of a court
 - Senior Executive Service employee of:
 - (a) the Commonwealth or a Commonwealth authority; or
 - (b) a State or Territory or a State or Territory authority
 - Sheriff
 - Sheriff's officer
 - Teacher employed on a full-time basis at a school or tertiary education institution

