

Consolidated comments from consultation on the draft GIA Deed released December 2012: Including a summary of Joint Industry-MPI Working Group (JWG) decisions on their handling of the comments to finalise the Deed

Section	Paragraph	Submitter	Issue	Proposed rewording or key issue/consideration	Submitter's Explanation and/or comment	Decision/ Handling/Comments By JWG
GENERAL COMMENTS		Potatoes NZ, Tomatoes NZ, Vegetables NZ, NZ Buttercup Squash Council, Onions NZ, NZCGI	Clarification is sought on the legal status of the Deed and Operational agreements and the relationship between the two documents. Which has precedence? Do they bind parties to fund agreed activities?	The Preamble at 2.1 has been amended to clarify the relationship between the Deed and OAs.		The Deed and Operational Agreements (OAs) have equal status but are distinct and linked. They are enabled by the Biosecurity Act 1993 and are both binding on signatories. An OA cannot exist without the Deed so both must be read together where an OA has been agreed by Signatories. The commitments made in an agreed OA are binding on the parties.
GENERAL COMMENTS		Potatoes NZ, Tomatoes NZ, Vegetables NZ, NZ Buttercup Squash Council, Onions NZ, NZCGI	Complexity of agreements Over the past year there has been a drive to avoid detail in the GIA Deed. The Deed is now a high level principles document that is likely to have little relevance to the basic functioning of GIA. As a result operational agreements will need to contain all of the relevant detail and be		Ensure that the rules of GIA that apply to all sectors equally are spelt out in the Deed or its schedules. The only detail that needs to be in Operational agreements is that which relates to specific pests and diseases. The Deed can set out options and guidelines. Operational agreements can then be developed to be consistent with these high level procedures.	The GIA takes a tiered approach including (i) a high level Deed, (ii) pest, sector or system specific OAs and (iii) policies and processes in a handbook for signatories. Industry parties requested a simplified Deed that enabled more flexibility to be captured in OAs. To address concerns regarding inefficiencies from multiple OAs, the Secretariat can share information with all

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GENERAL COMMENTS		NZ Pork	<p>necessarily legal and repetitive from one sector to another and in other cases inconsistent. This is a very inefficient way of running GIA and expensive and complicated for all sectors except the very largest.</p> <p>The GIA Industry Workshop Report (27-28 February 2013) highlights Industry questions and concerns within 'Questions and issues arising'. These matters require resolution and in some cases, further discussion.</p> <p>Issues to do with treatment of exacerbators, the role / responsibilities of Government as an exacerbator and the need for performance standards,</p>			<p>industries via a handbook. MPI is a party to all OAs and will play a key role in ensuring efficiencies are captured within and across OAs.</p> <p>It is envisaged that over time, common elements of OAs, particularly those related to the administration and governance will be reviewed and added to the Deed by agreement of the signatories. These could be included as appendices or annexes to the Deed.</p> <p>Questions from the workshop have been included in this table where they have not been raised in comments received.</p> <p>Three subgroups of the JWG have focused on securing resolution to key outstanding issues around exacerbators and market access.</p> <p>The exacerbator section retains many of provisions of the draft Deed but includes a commitment from Government to pick up a 20% share of costs for exacerbator. The remaining 80% will be shared by</p>

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			<p>investment and transparency around the effective delivery of regulation are critical. The impact of Government changing residual risk through amendment of border standards and compliance activities needs to be clarified.</p> <p>Clarification would be aided by a more extensive Glossary e.g. definition of cost-sharing (including in-kind resources) and joint decision-making (to set out clearly exactly what this means and how it is delivered).</p>			<p>beneficiaries.</p> <p>Concerns over changes to residual risk through amendment of border standards and compliance activities have been addressed in revised sections 3.1 and 3.2, which should be read as a whole.</p> <p>Additional glossary definitions for consensus, cost sharing and decision-makers for Deed activities have been developed.</p>
GENERAL COMMENTS		MIA	<p>Deed describes the partnership intent.</p> <p>The detail is in Operational Agreements</p>		<p>Our overall position in respect of the GIA concept remains consistent with where we have been for some considerable time. We are generally wary (and know our members to be wary) of the proposal to shift any responsibility for biosecurity readiness and response from the Crown to industry, but are prepared to examine whether there is</p>	<p>Noted.</p>

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GENERAL COMMENTS		MIA	<p>Legal status of the Deed</p> <p>Effectively an MOU that sets expectations and intentions for GIA, providing guidance for structuring liabilities and obligations to be specified in operational agreements</p> <p>OAs form the legal basis of the GIA</p> <p>Not a suitable document for form</p>		<p>a compelling business case for doing so.</p> <p>In this context we are relatively comfortable that, if a positive business case for GIA could be shown and subject to the points noted below, the draft deed adequately describes the intent for the relationship between Government and industry groups. That description of intent is clearly of little value without having the detail of the agreement between Government and industries stipulated and agreed in Operational Agreements</p> <p>In respect of the legal status of the deed, MIA shares the view raised during the consultation process that the deed is effectively a further Memorandum of Understanding and is not a suitable document to form the basis of the legal agreement between the Government and industry groups. The deed document is undoubtedly useful in setting out the parties' expectations and intentions in respect of GIA,</p>	<p>Liabilities in the Deed are incurred through:</p> <p>(i) Minimum commitments</p> <p>(ii) A commitment to cost sharing readiness and response activities in the future</p> <p>(iii) participate in biosecurity fora on the wider biosecurity system and,</p> <p>(iv) Deed governance.</p> <p>Legal liabilities for joint activities will be defined in OAs.</p> <p>In finalising the Deed, the JWG has worked to reduce</p>

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			<p>the basis of a legal agreement between Government and industry groups</p> <p>Legally ambiguous with liabilities undefined</p> <p>See little prospect of Deed being signed as a legally binding instrument</p>		<p>but also uses a range of language that is legally ambiguous and seeks commitment to liabilities that are not defined.</p> <p>Pragmatically, the deed can only provide guidance for the structuring of liabilities and obligations that would be required to be specified very clearly in Operational Agreements. Those Operational Agreements, would, in our view, form the legal basis of the GIA agreement.</p> <p>If MIA chose to proceed with the GIA concept, we believe that the organisation would likely subscribe to the high level principles set-out in the deed (points 1 and 2 above notwithstanding) but we see little prospect of the document being signed as a legally binding instrument</p>	<p>ambiguity by adding detail and improving clarity of provisions. Provisions that could be varied in OAs by negotiation are identified.</p> <p>Additional guidance on the legal and binding status of the Deed and OAs has been provided in the Preamble.</p>
<p>GENERAL COMMENTS* (SEE ALSO COVERING EMAIL FOR GENERAL COMMENTS ON GIA)</p>		<p>DairyNZ/DCA NZ</p>		<p>Footnote or similar to clarify – or some legal advice to confirm this is not likely to give rise to interpretational issues.</p>	<p>As a legal document, how do we read the 'context/introductory paragraphs to each section against the operational paragraphs. Is there the possibility of conflict or ambiguity in intent?</p>	<p>These sections have been included in boxed sections headed 'explanatory notes' and provide the context and intent of each section.</p>

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GENERAL COMMENTS		DairyNZ/DCA NZ		Additional provision to clarify that operational agreements form part of the Deed structure and in the event of an inconsistency the Operational Agreement should prevail (in respect of parties' commitments and financial obligations).	Legal relationship between Deed and Operational Agreements needs to be clarified.	An additional principle has been included at 2.2.4 to clarify the status of OAs as an agreement between signatories on joint readiness and response activities. Additional guidance on the legal and binding status of the Deed and OAs has been provided in the Preamble.
GENERAL COMMENTS		DairyNZ/DCA NZ			Cost recovery from non-signatories – this is a significant issue.	Text has been added at section 5.1.11 to make clear that MPI will seek to recover costs from non-signatories that benefit from response activities.
GENERAL COMMENTS		DairyNZ/DCA NZ			Deed fails to address what happens if there is liability on the part of (esp) the Crown for failing to meet commitments under the deed or for breaches of standards outside the deed. How do we deal with MPI not doing its job right at the border? Need a new clause to ensure that liabilities do not apply if a party has failed to keep open its end of the bargain.	The revised commitments in the Deed related to the management of biosecurity risks target performance and provide fora for engaging on the efficacy of the wider biosecurity system. Clause 3.1.1 e requires that Signatories are accountable to their GIA partners for their risk management performance. There are existing legal processes by which signatories can seek redress in the event of negligence.

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GENERAL COMMENTS		DairyNZ/DCA NZ			Deed fails to address how MPI's performance under the GIA framework is measured; what is the priority setting process and how are KPIs set in consultation with industry?	Implementation of Deed provisions around performance at the border is potentially an issue for the biosecurity forum proposed in commitments to engagement in the wider biosecurity system.
GENERAL COMMENTS		Workshop	What is the legal basis and relationship of the Deed and Operational Agreements – need clarity around binding status, OA status in relation to Deed (addendum, annex, appendix). Needs to accommodate ongoing development of OAs			<p>The Deed and Operational Agreements (OAs) have equal status but are distinct and linked. They are enabled by the Biosecurity Act 1993 and are both binding on signatories. An OA cannot exist without the Deed so both must be read together where an OA has been agreed by Signatories. The commitments made in an agreed OA are binding on the parties.</p> <p>It is envisaged that over time, common elements of OAs, particularly those related to the administration and governance will be reviewed and added to the Deed by agreement of signatories. These could be included as appendices or annexes to the Deed.</p>
GENERAL COMMENTS		Workshop	Remove liabilities in Deed and put them in OAs			<p>Liabilities in the Deed are incurred through:</p> <p>(i) Minimum commitments</p>

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GENERAL COMMENTS		MPI	Include specific reference to Maori		Recognising the relationship between the Crown and Maori (tangata whenua)	<p>(ii) A commitment to cost sharing readiness and response activities in the future</p> <p>(iii) participate in biosecurity fora on the wider biosecurity system and,</p> <p>(iv) Deed governance. Legal liabilities for joint activities will be defined in OAs.</p> <p>The JWG considered specific text within the Deed. It noted that Maori interests would be accommodated by all signatories through their representation of stakeholder or member interests.</p> <p>Explanatory notes in section 3.1 reflect the importance of biosecurity to Maori as protectors of native species and natural environment as well as primary producers.</p>
GENERAL COMMENTS		Pipfruit NZ			We agree with the Pork industry that the impact of the Government changing residual risk needs to be clarified.	Concerns over changes to residual risk through amendment of border standards and compliance activities have been addressed in revised sections 3.1 and 3.2, which should be read as a whole.

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GENERAL COMMENTS		Pipfruit NZ			We are concerned about MIA's observation that the business case for GIA has not yet been made, which suggests that whether or not to have GIA at all hasn't been properly debated and agreed.	JWG noted that the Government has been clear that it will pursue partnerships through the GIA.
GENERAL COMMENTS		Pipfruit NZ			We agree with Dairy NZ comments that liability from the Crown or MPI failing to exercise its obligations competently needs to be addressed. We want to see minimum guarantees or indemnities in the Deed.	The revised commitments in the Deed related to the management of biosecurity risks target performance and provide fora for engaging on the efficacy of the wider biosecurity system. Clause 3.1.1 e requires that Signatories are accountable to their GIA partners for their risk management performance. There are existing legal processes by which signatories can seek redress in the event of negligence.
SPECIFIC COMMENTS		Potatoes NZ, Tomatoes NZ, Vegetables NZ, NZ Buttercup Squash Council, Onions NZ, NZCGI	Readiness activities – - surveillance		Provide examples of cost shared readiness activities. Clarify that surveillance for early detection is a cost shared activity. Clarify if market access readiness activities such as developing agreed market	Glossary definitions for readiness activities and response activities have been revised using the Biosecurity Act definitions and include examples of surveillance. The JWG considered that surveillance as a readiness activity could be discussed

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					access contingency plans are cost shared.	as an element of an OA. Arrangements for negotiating market access are included in 6.1.3 for consideration in an OA.
THROUGHOUT		MPI/JWG	Correctly represent the Crown as a Signatory	Reflecting the partnership is with the Crown through MPI, not Government	The JWG requested MPI to ensure that the representation of the Crown is correct.	All references to 'government' have been replaced with 'Crown' as represented by 'MPI' as appropriate.
SIGNATORIES	New section 1	MPI/JWG	Identify signatories	New section: 1. <u>Signatories</u>	Linked with the need to ensure the agreement is between the Crown and industry organisations with mandate to do so.	Accepted. New Section 1 added. <u>NOTE</u> that this has changed the numbering of sections throughout the Deed.
PREAMBLE	Introduction	DairyNZ/DCA NZ		It outlines the principles of the partnerships between <u>all</u> Signatories and between an <u>industry signatory and the Crown</u> .	The relationships between industry and MPI as signatories are different from the relationships between different industry signatories.	Text has been amended consistent with signatories all signing on to a single Deed, which provides parties with the same set of rights and obligations. Specific commitments are to be negotiated between the signatories in an OA.
PREAMBLE	1.1	NZPork	A good deal of discussion has centred around, and confirmed the value of resource contributions by industry to an effective partnership for good biosecurity outcomes	This Deed sets out governance arrangements for decision-making, funding <u>resourcing</u> , and operations that support its implementation	We think that there should be recognition of the total resource contribution in an explanation of the coverage of the Deed. Resourcing encompasses in-kind contributions i.e. broader than monetary funds. Another way to address is by definitions of costs, funds, resources etc in the	Accepted Cost sharing including in-kind resources has been defined in the Glossary. Cost sharing and joint decision-making are specified in the Biosecurity Act and form the basis of this Deed.

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					Glossary	
PREAMBLE	Introduction	DairyNZ/DCA NZ	Clarity around scope of Deed.	This Deed sets out governance arrangements for decision making, funding and operations that support's <u>the Deed's</u> implementation.	This Deed does not set out any arrangements for decision making beyond the governance board, nor does it set out the governance arrangements for funding and operations at the Operational Agreement level.	Accepted.
PREAMBLE	Introduction	NZFF William Rolleston		...Signatories and <u>their rights, legal obligations, roles and responsibilities</u> that each party has in <u>delivering</u> ...	I have tried to make the language consistent with the Cabinet paper para 16 as this seemed to be quite concise	Accepted with additional words at the start of the sentence... <u>Together with what is set out in the Biosecurity Act, this Deed also describes</u> ... This provides the legal context for the Deed.
PREAMBLE	1.1	Beef+Lamb	New section with revised numbering	1.1.1 The objective of Government Industry Agreements is to: 1.1.1.1 deliver an integrated approach to prepare for and effectively respond to biosecurity risks through the implementation of industry and Government partnership	Text suggested to clarify drivers for GIA and also to define the relationship between the Deed and OAs	Amendment to create new section 1.1.1.2 was not accepted but has been picked up with clarity around the treatment of non-signatories in 5.1.11. The JWG noted that industry is not in a position to give agreement to a Government policy position or statement. The JWG agreed that it was for Government to be clear in

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				arrangements.		its messages around non-signatories and user-pays policies.
				1.1.1.2 <u>give effect to a shift in Government policy towards a user-pays model for post-border biosecurity</u>		A new section 2.1.3 has been added to describe how the outcomes will be achieved through the Deed and OAs.
				1.1.2 The outcome of this process will be a robust and collaborative approach to reduce the harm caused by the entry and emergence of pests and diseases that would have a significant adverse effect on the New Zealand environment, economy or community, through the development of proactive risk-based readiness and response capacity and capability. <u>Where inconsistencies exist between this Deed and any individual Operational Agreement, the terms of the operational agreement take precedence.</u>		The legal relationship between the Deed and OAs has been included in the explanatory note to the preamble to accurately reflect the intent in the Biosecurity Act, section 100X. It is unlikely that there will be inconsistencies between the Deed and negotiated OAs but this has been further clarified in the explanatory note of the Preamble. If there are any inconsistencies then dispute resolution provisions will be initiated.

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PREAMBLE	1.1.1	DairyNZ/DCA NZ		Delete words through the implementation of industry and Government partnership arrangements	These words are redundant?	Accepted. A new section 1.1.3 describe 'how' outcomes will be achieved.
PREAMBLE	1.1.2	DairyNZ/DCA NZ	Scope – what is 'significant' and does GIA only apply to effects on the NZ environment, economy or community – compared to pests and diseases of interest to industry?		How do we quantify a 'significant adverse effect on the NZ environment, economy or community'? Sets a high threshold for what falls under the Deed. It is possible that a non-significant disease with impact on an industry would be a candidate for GIA.	Accepted. 'significant' deleted. JWG noted that Government would pick up response actions to pests and diseases where an industry is not affected, such as those with a public amenity or natural environment impact.
PREAMBLE	1.1.2	NZFF William Rolleston		...reduce the risk of and actual harm caused...	This recognised that the parties will engage on issues relating to parts of the biosecurity system other than readiness or response activities [Biosecurity Act s100Z 4f]	Accepted.
PREAMBLE	New 1.1.3	JWG	Clarifies the relationship between the Deed and OAs	<u>1.1.3 The partnership framework to meet the objective and achieve the outcomes is recorded in this Deed and any applicable Operational Agreements.</u>		The relationship between the Deed and OAs is further described in the Glossary under the definition of "GIA".

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PRINCIPLES FOR THE SIGNATORIES TO WORK IN PARTNERSHIP	1.2.1	NZPork	Principles must reflect the overview of the sharing envisaged for an effective outcome	Partnership among signatories will involve joint decision-making and cost <u>resource</u> sharing for biosecurity readiness and response	This does not preclude resourcing including funding. See comment above – maybe best clarified by definitions in Glossary	Not accepted as cost sharing and joint decision-making are included in the Biosecurity Act. Cost sharing including in-kind resources has been defined in the Glossary.
PRINCIPLES FOR THE SIGNATORIES TO WORK IN PARTNERSHIP	1.2.1	DairyNZ/DCA NZ	In kind contribution and baseline.		Cost sharing for biosecurity readiness and response should explicitly take into account in kind contributions and baseline commitments. No suggested language change but this has to be included elsewhere in calculating commitments.	Cost sharing including in-kind resources has been defined in the Glossary.
PRINCIPLES FOR THE SIGNATORIES TO WORK IN PARTNERSHIP	1.2.1	Beef+Lamb		Partnership among Signatories will continue to involve joint decision-making and cost <u>sharing resources and decision making</u> for biosecurity readiness and response	This does not preclude resourcing including funding. See comment above – maybe best clarified by definitions in Glossary	Amendments not accepted. While it is acknowledged that Government and industry work together already, the Deed describes how signatories will work together in the future. Cost sharing including in-kind resources has been defined in the Glossary.
PRINCIPLES FOR THE SIGNATORIES TO WORK IN PARTNERSHIP	1.2.1	Pipfruit NZ			We would like the role of industry in pre-border and border processes clarified; should be more than just consultation	Accepted. Picked up in amendments to the commitments sections 3.1 and 4.2.
PRINCIPLES	1.2.2	Beef+Lamb		Across all <u>relevant</u>		Accepted.

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FOR THE SIGNATORIES TO WORK IN PARTNERSHIP				aspects		
PRINCIPLES FOR THE SIGNATORIES TO WORK IN PARTNERSHIP	1.2.2	NZPork	Principles must reflect the overview of the 'working together transparently' that is envisaged – not overstate	Signatories will work together transparently across all aspects of biosecurity in <u>partnership for biosecurity readiness and response, and also in implementing a transparent assessment of border and post-border performance</u> to reduce the adverse effects of harmful organisms to New Zealand	Important that principles reflect the reality, not an overstatement	This amendment has been addressed in the wider biosecurity system section as it was not seen as a principle.
PRINCIPLES FOR THE SIGNATORIES TO WORK IN PARTNERSHIP	1.2.2	DairyNZ/DCA NZ		..signatories will work together ... to reduce the adverse effects <u>impact of</u> harmful organisms ...		Not accepted. Alternative suggestion used.
PRINCIPLES FOR THE SIGNATORIES TO WORK IN PARTNERSHIP	1.2.2	NZFF William Rolleston		...reduce the <u>risk of and actual</u> adverse		Accepted.
PRINCIPLES FOR THE	1.2.2	Pipfruit NZ			Agree with NZ Pork comments re a transparent	Accepted. Picked up in amendments to the

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SIGNATORIES TO WORK IN PARTNERSHIP					assessment of pre-border and border performance. (see also their comments re Clause 2.1).	commitments sections 3.1 and 3.2.
PRINCIPLES FOR THE SIGNATORIES TO WORK IN PARTNERSHIP	1.2.3	DairyNZ/DCA NZ	Deed-Operational Agreement relationship		Clarify whether such provisions in the Deed have a bearing on subordinate instruments e.g. operational agreements. 1.2.3 should be limited to decisions on Deed issues, not capture decision making under operational agreements.	Decision-making outlined in the Deed pertains to the Deed only. Decision-making in OAs may be different, subject to agreement by its signatories.
PRINCIPLES FOR THE SIGNATORIES TO WORK IN PARTNERSHIP	1.2.4	Beef+Lamb	Clarity	The costs and benefits of biosecurity activities will be shared equitably amongst Signatories and costs <u>Costs</u> will be recovered from non-Signatory beneficiaries and exacerbators outside Deed processes.	Repeats 1.2.3	Industries should be treated consistently, with costs of biosecurity activities shared equitably amongst relevant signatories consistent with the determination of relative benefits accrued. Guidance on this consistency and transparency will be outlined in the GIA handbook.
PRINCIPLES FOR THE SIGNATORIES TO WORK IN PARTNERSHIP	1.2.4	MPI		equitably amongst <u>relevant</u> Signatories,	Is 'equitable' appropriate, given that it will be according to benefit per signatory? Only signatories impacted will share costs.	Sections 2.2.3 to 2.2.8 have been amended to accommodate this point.
PRINCIPLES FOR THE SIGNATORIES TO WORK IN	1.2.4	DairyNZ/DCA NZ	BENEFICIARY/ EXACERBATOR ISSUE		Can we find some language that better mirrors Treasury guidelines on those who are best placed to act	Captured in 2.2.7 to clarify that the beneficiary share of costs will be allocated according to relative benefit

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PARTNERSHIP					should bear the cost?	of signatories that are involved in the cost-shared activity.
PRINCIPLES FOR THE SIGNATORIES TO WORK IN PARTNERSHIP	1.2.4	DairyNZ/DCA NZ	COST RECOVERY	Costs will be recovered <u>where practicable and equitable</u>	This is a sweeping statement about costs being recovered from non-signatory beneficiaries and exacerbators – it needs further consideration in terms of MPI's position on these. Cost recovery from non-signatories removes the 'choice' element of entering into a GIA. Qualifier might be useful.	Accepted in amended text of new 2.2.8.
PRINCIPLES FOR THE SIGNATORIES TO WORK IN PARTNERSHIP	1.2.4	NZFF William Rolleston			I struggle to understand how benefits can be shared. Benefits are an outcome of the activity and I would have thought where those benefits fall is independent of any negotiation to share. Isn't the idea to contribute costs in relation to the benefit.	Accommodated with changes to 2.2.7.
PRINCIPLES FOR THE SIGNATORIES TO WORK IN PARTNERSHIP	1.2.5	NZFF William Rolleston		<u>Government will contribute cost on behalf of non-Signatory beneficiaries and will be responsible for recovering costs from them outside Deed processes</u>	Proposed text to allocate exacerbator costs	Accepted with modification.
SCOPE OF	1.3	MPI	Remaining questions			Accepted, accommodated

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THIS DEED		NZ Pork	on scope as reflected in the Biosecurity Act			in modified text, also picked up in Glossary definitions of terms.
SCOPE OF THIS DEED	1.3	NZPork	Don't believe 1.3.1 is clear	The scope definition sets a clear <u>general</u> boundary, defining what is dealt with ...	Would prefer 1.3.1 to be clear, and this would require further elucidation of what engagement in the end-to-end biosecurity system means	Not accepted but qualifier also deleted as not needed.
SCOPE OF THIS DEED	1.3.2	NZPork Beef+Lamb		Sharing of <u>resources</u> <u>and</u> costs and decision making ...	As per Preamble explanation	Not accepted. Legislation refers to joint decision-making and cost sharing. Cost sharing has been defined in the Glossary.
SCOPE OF THIS DEED	1.3.2	DairyNZ/DCA NZ	<i>MARKET ACCESS COST RECOVERY</i>	<i>DELETE REFERENCE TO MARKET ACCESS</i>	This has been included to address concerns about current activities which are charged to industry being exempt from a cost sharing. This needs careful consideration as many activities that fall under the term 'market access' can be captured by this and the dairy industry has no intention to start cost sharing for them. Need to define what we intend here. In the absence of definition, we prefer deletion.	The JWG determined that the Biosecurity Act does not allow joint decision-making and cost sharing to occur under the GIA after the end of a response, which was the intent of this text, so it has been deleted. An explanation has been included in the explanatory note for section 2.3, which also advises that arrangements for joint decision-making and cost sharing for activities to recover markets could be agreed but would have to be separate from the Deed.
SCOPE OF THIS DEED	1.3.2	DairyNZ/DCA NZ	Alignment between scope here and scope adopted in		The 'plain English is good' but will it stand up to scrutiny if challenged?	Text has been aligned with the Biosecurity Act. References to pests and

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			Biosecurity Act.		Some MPI advice on best way to describe the scope? Is this also consistent with the definitions section e.g. of 'unwanted organism'?	diseases, new organism have been changed to 'unwanted organism' consistent with the Act. The Glossary definition of unwanted organism is drawn from the Biosecurity Act.
SCOPE OF THIS DEED	1.3.2	NZPork	Add 'e':	<u>e. May be new, emerging or unknown</u>	Need to future proof	Not accepted as these would be covered by their designation as an unwanted organism.
SCOPE OF THIS DEED	1.3.2	NZPork	Add a further qualifying clause to clarify the resource/ cost sharing component	<u>...over and above agreed minimum commitments.</u>		Picked up in the explanatory note to section 3.2.
SCOPE OF THIS DEED	1.3.2	MPI		<u>...including actions taken to regain market access</u>	Clarification	The JWG determined that the Biosecurity Act does not allow joint decision-making and cost sharing to occur under the GIA after the end of a response, which was the intent of this text, so it has been deleted. An explanation has been included in the explanatory note for section 2.3, which also advises that arrangements for joint decision-making and cost sharing for activities to recover markets could be agreed but would have to be separate from the Deed.

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SCOPE OF THIS DEED	1.3.2 c	MPI		...eradicating or containing	Does this exclude or include existing pest management schemes such as TB or AFB? Needs to be excluded.	The JWG considered that there would be little appetite to do this. Text has been added to exclude organisms for which there is an existing pest management plan.
SCOPE OF THIS DEED	1.3.2 c	MPI		...and may be able to be eradicated.	Is this what is intended – that it is for eradicable organisms only?	The Biosecurity Act 1993 defines the biosecurity outcomes that are enabled by the GIA. These are included in the Glossary definition for response activities.
SCOPE OF THIS DEED	1.3.2	NZFF William Rolleston		1.3.2 Sharing of costs and joint decision making for agreed on readiness and response <u>activities</u> including regaining market access <u>as agreed in Operational Agreements</u> [during the term of the response] ¹ , for unwanted or new to New Zealand organisms that: a. We haven't got and don't want, but are getting prepared for. b. <u>Are new to New Zealand</u> Are recently detected and may be	See BA s100Z 4(b) I wouldn't have thought that all activities ended at the same time. There is provision for the response to continue in Biosecurity Act s100Z 6(c). Does not say 'whenever is the earlier' BA s100Z 5 says to investigate, minimise impact as well as contain or eradicate	Largely accepted in revised text. Market access activities cannot be cost-shared beyond the end of the response. Text has been added in clause 2.3.3 to define the commencement and end of a response. The Biosecurity Act 1993 defines the biosecurity outcomes that are enabled by the GIA. These are included in the Glossary definition for response activities.

¹ The square bracket is there as the response may cease before market access is regained, but the term of the response is a matter between the Signatories.

Section	Paragraph	Submitter	Issue	Proposed rewording or key issue/consideration	Submitter's Explanation and/or comment	Decision/ Handling/Comments By JWG
SCOPE OF THIS DEED	1.3.2	Pipfruit NZ		<p>able to be eradicated or contained during the term of a response.</p> <p>c. Are established, and there is a now a way of eradicating or containing.</p> <p>d. Are established, but are expressing in new ways and may be able to be eradicated.</p>	Cost sharing should continue until market access is fully restored; not restricted to the period of the response.	The JWG determined that the Biosecurity Act does not allow joint decision-making and cost sharing to occur under the GIA after the end of a response, which was the intent of this text, so it has been deleted. An explanation has been included in the explanatory note for section 2.3, which also advises that arrangements for joint decision-making and cost sharing for activities to recover markets could be agreed but would have to be separate from the Deed.
SCOPE OF THIS DEED	1.3.2 Figure 1	MPI		Replace this diagram with the one approved by SLT that outlines the biosecurity system.		Not accepted. The JWG considered that the concept of a connected biosecurity system, highlighting where cost sharing and joint decision-making would

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WHAT THE SIGNATORIES BRING TO THIS DEED	2	DairyNZ/DCA NZ		Replace ' and the commitments they bring to the partnership ' with ' <u>and their existing investments in biosecurity</u> '		occur under the Deed was clearer. It also conveyed the elements of the biosecurity system outside readiness and response that were open to engagement between the signatories under the Deed. Accepted.
PARTNERSHIP IN THE WIDER BIOSECURITY SYSTEM	2.1 introduction	NZFF William Rolleston		...This Deed <u>and its Operational Agreements</u> ...		Accepted.
PARTNERSHIP IN THE WIDER BIOSECURITY SYSTEM	2.1	NZPork	Clarification of scope	<i>It identifies commitments that Signatories make to ongoing investment in readiness and response through minimum commitments and <u>specific other investments in priority pests and diseases.</u></i>	The Deed appears to be a general document and won't be covering specific commitments so important not to over-promise	Noted.
PARTNERSHIP IN THE WIDER BIOSECURITY SYSTEM	2.1	NZPork	Wish to define 'engagement' more specifically	<i>While this Deed focuses on biosecurity readiness and response, the Signatories also seek an outcome of</i>		Noted and picked up in revised section 3.1 on engagement on the wider biosecurity system.

Section	Paragraph	Submitter	Issue	Proposed rewording or key issue/consideration	Submitter's Explanation and/or comment	Decision/ Handling/Comments By JWG
PARTNERSHIP IN THE WIDER BIOSECURITY SYSTEM	2.1	MIA	<p>Government commitment to being accountable on its biosecurity risk management performance across the biosecurity system</p> <p>Industry must not have or be perceived to have undue influence on standard setting by MPI</p> <p>Should take a role in ensuring Government is accountable for effective implementation of standards</p> <p>There should be a specific commitment of Government to report on its performance against agreed risk management performance targets</p>	<p><i>constructive, ongoing and proactive engagement and <u>transparent measure of biosecurity performance</u>....</i></p>	<p>In respect of 'Partnership in the wider biosecurity system', MIA shares the view expressed by others in the consultation process that industry acceptance of costs relating to readiness and response will founder without specific commitments by Government to make itself accountable to industry on its performance in operating biosecurity risk management measures – both at the border and pre- and post-border. To be clear, MIA has a strong view that industry must not have or be perceived to have any undue influence in the setting of standards for biosecurity risk management. We do believe, however, that industry should take a role in ensuring the accountability of agencies for their effective implementation of those</p>	<p>Accepted and picked up in revised section 3.1 on engagement on the wider biosecurity system.</p>

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PARTNERSHIP IN THE WIDER BIOSECURITY SYSTEM	2.1	MPI	Add new paragraph to reference Maori interests	<u>This Deed acknowledges the integral role of Māori in the development of New Zealand's primary sectors and the strong interest Māori have in biosecurity. Biosecurity is aligned to the Māori value of kaitiakitanga which is the practice of ensuring that the health of the living environment, including people, is protected and maintained for current and future generations. In addition to the protection of the primary sector, the biosecurity system also protects the native plants and animals which are widely regarded by Māori to be taonga (culturally important treasures).</u>	standards. MIA considers that the deed should specify a commitment by Government to report performance against agreed risk management performance targets.	Accepted.

Section	Paragraph	Submitter	Issue	Proposed rewording or key issue/consideration	Submitter's Explanation and/or comment	Decision/ Handling/Comments By JWG
PARTNERSHIP IN THE WIDER BIOSECURITY SYSTEM	2.1	Pipfruit NZ			Agree with MIA comments re Government being accountable to industry for performance in managing biosecurity risk.	The revised commitments in the Deed related to the management of biosecurity risks target performance and provide for engaging on the efficacy of the wider biosecurity system. Clause 3.1.1 e requires that Signatories are accountable to their GIA partners for their risk management performance.
PARTNERSHIP IN THE WIDER BIOSECURITY SYSTEM	2.1.1	DairyNZ/DCA NZ			We have yet to get information from MPI about how it proposes to treat signatories under GIA and how non-signatories would be treated with respect to 'engagement'. How does the Crown plan to differentiate between signatories and non-signatories when it comes to consultation on developing IHS, setting export market access priorities and strategies.	Revised commitments in 3.1 and 3.2 provide detail on engagement. MPI is required to consult with all stakeholders without constraint in developing import health standards and there are existing processes to do this. Existing arrangements also apply to export processes. Early engagement by MPI is included in 3.1.2 b.
PARTNERSHIP IN THE WIDER BIOSECURITY SYSTEM	2.1.1 a	MPI		a. <u>Share information on</u> Inform each other of ...	Some submitters suggested "share" as more reflective of a partnership.	Section 3.1 has changed significantly from the draft Deed. The JWG has considered all comments received through a number of revised drafts. The concept of sharing information has been

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PARTNERSHIP IN THE WIDER BIOSECURITY SYSTEM	2.1.1 a & b	DairyNZ/DCA NZ	<i>Clarify commitment between signatories</i>		Do we intend for this obligation to mean that the dairy industry needs to alert every other signatory about biosecurity issues – how would we do so? or is intended to be limited to an industry signatory informing MPI and other Operational agreement signatories?	included in revised text. Addressed in changes to text in 3.1.1 f.
PARTNERSHIP IN THE WIDER BIOSECURITY SYSTEM	2.1.1 b	MPI	New dot point after 2.1.1 b	<u>c. Identify and share opportunities to improve New Zealand's biosecurity system through innovation, adoption of research, joint analysis of intelligence and joint actions</u>	Comment that this only focuses on negatives, and should also refer to new opportunities, innovations etc.	The intent of the proposed change is reflected in amended text in 3.1 and 3.2.
PARTNERSHIP IN THE WIDER BIOSECURITY SYSTEM	2.1.1 c	NZPork	Clarify specific industry focus	<u>For each specific industry, meet twice a year for</u>	The commitment needs to relate to each specific industry, otherwise an industry's interest may be subsumed within various cross-industry initiatives	Picked up as a new commitment for Government to meet with each industry Signatory <u>annually or as agreed</u> . While MPI were concerned about its ability to deliver this commitment, it acknowledged that this would be met for the majority of industries through normal business.
PARTNERSHIP IN THE	2.1.1.c	DairyNZ/DCA		Delete 'open and broad ranging', plus	We should be specific about the type of discussion	The nature of bilateral and multilateral discussions

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WIDER BIOSECURITY SYSTEM		NZ		<i>strengthen reference to the border.</i> <i><u>“Meet twice a year for discussions on the biosecurity system, including the border and any developments that affect the basis on which signatories have entered into operational commitments under GIA, and how the partnership ..etc.”</u></i>	and explicit about the fact that the border has to be part of those discussions.	between MPI and industry are described in revised text.
PARTNERSHIP IN THE WIDER BIOSECURITY SYSTEM	2.1.1 c	NZFF William Rolleston		Meet twice a year <u>or as agreed</u> for open...		Accepted as a new commitment for Government to meet with each industry Signatory <u>annually or as agreed</u> . While MPI were concerned about its ability to deliver this commitment, it acknowledged that this would be met for the majority of industries through normal business.
PARTNERSHIP PARTNERSHIP IN THE WIDER BIOSECURITY SYSTEM	2.1.2	NZFF William Rolleston		... fully engaged in: the consultation processes open to them, including	This needs to articulate how this gives more opportunity than we have now or than the general public have	Section 3.1 has changed significantly from the draft Deed. The JWG has considered all comments received through a number of revised drafts. This is accepted as a concept noting that consultation on import health standards is a statutory requirement.

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PARTNERSHIP IN THE WIDER BIOSECURITY SYSTEM	2.1.2	NZFF William Rolleston		...them <u>and will give due regard to any industry signatory concerns which impact biosecurity risks relating to pests and diseases covered by this Deed</u> , including to		Section 3.1 has changed significantly from the draft Deed. The JWG has considered all comments received through a number of revised drafts. The text has been modified by the JWG to accommodate engagement.
PARTNERSHIP IN THE WIDER BIOSECURITY SYSTEM	2.1.2 a	NZPork	Need to spell out the consequent implications of changing border standards		E.g. need to clarify the impact of increasing risk via changing border standards	Noted, and fully considered by the JWG in revising sections 3.1 and 3.2.
PARTNERSHIP IN THE WIDER BIOSECURITY SYSTEM	2.1.2 a	Potatoes NZ, Tomatoes NZ, Vegetables NZ, NZ Buttercup Squash Council, Onions NZ, NZCGI	Current wording of sub paragraph (a) is a general statement about import health standards and does not offer anything beyond what the general public is entitled to. Industry requests closer involvement in the risk assessment and development of proposed risk mitigation measures.	<i><u>"Developing or amending import health standards including early engagement in the risk assessment and risk mitigation approaches to be negotiated with exporting parties"</u></i> . <i>Add a new sub paragraph as follows:</i> <i><u>Jointly review risk pathways for pests included in operational agreements with the aim of ensuring risks are adequately managed.</u></i>		Accepted and accommodated in revised commitments, noting that MPI is required to consult with all stakeholders without constraint in developing import health standards. Early engagement by MPI is included in 3.1.2 b.
PARTNERSHIP IN THE	2.1.3	MPI		...members, <u>including</u>	Acknowledge Maori	Accepted and picked up in

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WIDER BIOSECURITY SYSTEM				<u>Maori</u> , in order...		revised sections 3.1 and 3.2.
PARTNERSHIP IN THE WIDER BIOSECURITY SYSTEM	2.1.3	MPI		...in order to advise Government of any significant <u>operational management practices</u> pest management or other industry changes that will could impact New Zealand's biosecurity, <u>impact the risk profile for an industry</u> , and to facilitate communication around the wider biosecurity system.	Pest management has a very defined biosecurity meaning that is at odds with what is intended here Changes in industry representation or structure, changes in the risk profiles of industry	Accepted and picked up in revised commitments.
PARTNERSHIP IN THE WIDER BIOSECURITY SYSTEM	2.1.3	DairyNZ/DCA NZ		<i>Propose deletion of ensure that they</i>	Clarification around the commitment 'industry signatories will ensure that they actively engage with their members'. How would this be measures. How can we 'ensure this'? Is it enough to state simply that industry signatories will actively engage with their members ...?	Accepted.
COMMITMENTS	General comment	JWG				The commitments in section 3.2 have been reviewed in light of comments received and their consideration by the JWG. They have been revised to provide greater clarity, and where possible,

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COMMITMENTS	2.2	DairyNZ/DCA NZ	<i>CLARIFYING THE OBLIGATION TO MEET COMMITMENTS UNDER THE DEED.</i>		Needs some clarification about what you are committing to in the Deed – do the specific commitments start from signature of the deed or from signature of an operational agreement. There is some misunderstanding about this following the February workshop – William Rolleston's view seemed to be that the Deed did not commit you to anything but that is not clear from the language of the Deed. IN Other words, how do the 'specific commitments' compare to the Deed commitments? How is it to be measured? E.g. to understand whether a signatory is meeting its obligations – e.g. for "maintaining and improving capacity to recognise and rapidly report unknown organisms'. For industry bodies, are the commitments relevant only	define obligations of signatories. There is some overlap between sections 3.1 and 3.2 so they should be considered as a whole. Liabilities in the Deed are incurred through: (i) Minimum commitments (ii) A commitment to cost sharing readiness and response activities in the future (iii) participate in biosecurity fora on the wider biosecurity system and, (iv) Deed governance. These will commence from signing the Deed, although cost sharing will phase in according to the Government transition discount process. Clause 2.2.5 and 2.2.6 state when joint decision-making and cost sharing begins. Legal liabilities for joint activities will be defined in OAs.

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COMMITMEN TS	2.2 Introduction	NZPork	Clarification	They <u>Minimum commitments</u> are drawn from the capacity and capability that Signatories contribute to the biosecurity system and are not eligible for cost sharing	to the industry good body or also to its members/levy payers. This is confusing as stated: why distinguish between minimum commitments and specific commitments in this way? Think 'minimum commitment' and 'specific commitment' need definition (the terminology has changed from 'baseline' commitment)	Accepted.
COMMITMEN TS	2.2 Introduction	NZFF William Rolleston	New paragraph at the end of the introduction	<u>Nothing in this Deed commits signatories to obligations in Operational Agreements or other agreements under this Deed that they are not also a party to.</u>		Not accepted. The JWG considered this was not needed as the commitment is made by signing the Deed.
COMMITMEN TS	2.2 Sentence 2	MPI	Secretariat suggested revised text to make section clearer	<u>Minimum commitments are drawn from the capacity and capability that Signatories contribute to the biosecurity system in the course of their normal business, and are not eligible for cost sharing.</u>	This sentence does not read well and is not clear.	Partly accepted, text modified to be clearer.
COMMITMEN	2.2.1	DairyNZ/DCA	<i>Greater precision</i>		This section needs to be	Noted.

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TS		NZ	<i>about what the commitments are.</i>		revisited to make sure that the obligations are clear and precise. This issue was discussed at the February workshop.	
COMMITMENTS	2.2.1b	NZPork	Appropriate specification	<u>Contributing to</u> raising awareness of the benefits to New Zealand from an effective biosecurity system and actively promoting behaviours ...	Unless qualified as suggested it is too aspirational especially for smaller industry Signatories	Noted. JWG acknowledged that making obligations against 'aspirational' targets is difficult. While it is understood that the Deed will change the status quo, the JWG agreed that it was not appropriate to commit to specific elements of a future state in a partnership agreement. These are more appropriately considered in an OA.
COMMITMENTS	2.2.1 b	MPI		...reduce <u>both</u> the risk of entry <u>and the risk of spread</u> of unwanted organisms.	Too narrowly defined.	Accepted but amended in final text.
COMMITMENTS	2.2.1 c	MPI		...report any <u>potentially harmful unknown</u> organisms.	Improved terminology	Not accepted. Text has been aligned with the Biosecurity Act. References to pests and diseases and new organism have been changed to 'unwanted organism' as defined in the Act. The Glossary definition of unwanted organism is drawn from the Biosecurity Act.

Section	Paragraph	Submitter	Issue	Proposed rewording or key issue/consideration	Submitter's Explanation and/or comment	Decision/ Handling/Comments By JWG
COMMITMENTS	2.2.1 e	MPI		...between <u>Signatories members, including Maori.</u>	Consistency in terminology – or does this refer to members of their organisations? MPSP want “including Maori” included here	Not accepted as this refers only to signatories. Maori are not signatories to the Deed but their interests are represented by Government and industry signatories.
COMMITMENTS	2.2.1 f	MPI		.. core commitments including	New terminology. How does this link with minimum commitments?	Accepted. Core deleted.
COMMITMENTS	2.2.1 f	MPI		annual meetings	Contradicts 2.1.1 c which states that meetings will be twice a year.	This refers to the governance group. Section 2.1.1 c refers to the biosecurity forum on the wider biosecurity system.
COMMITMENTS	2.2.1 g	NZFF William Rolleston		... accessing the <u>necessary</u> capacity to	Clarity	Accepted.
COMMITMENTS	2.2.1 h	NZFF William Rolleston		... activities <u>where necessary.</u>		Accepted but amended in final text.
COMMITMENTS	2.2.1.i (new)	DairyNZ/DCA NZ	Acknowledge need for ongoing and stand up joint decision making capability	<u>i. Developing and applying mechanisms to participate in joint readiness and response decision making</u>		Accepted but amended in final text.
COMMITMENTS	2.2.1 k	NZFF William Rolleston	New dot point	<u>k. Working in collaboration with Government and Industry partners and others to deliver the agreed and better biosecurity outcomes.</u>		Accommodated in revised sections 3.1 and 3.2.
COMMITMENTS	2.2.1	Workshop	Include performance monitoring and			Accepted and accommodated in revised

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			reporting on biosecurity risk management by Government to increase confidence of signatories of the efficacy of the biosecurity system and reduce liabilities from pest or disease incursion			sections 3.1 and 3.2.
COMMITMENTS	2.2.2	Workshop	Minimum commitments in MPI – what commitments, looking for Government to continue to meet these, what guarantee is made?			Accepted and accommodated in revised sections 3.1 and 3.2.
COMMITMENTS	2.2.2	Workshop	Better define MPI commitments			Accepted and accommodated in revised sections 3.1 and 3.2.
COMMITMENTS	2.2.2	Potatoes NZ, Tomatoes NZ, Vegetables NZ, NZ Buttercup Squash Council, Onions NZ, NZCGI	Increase the clarity of the Government specific commitments.	Review list of baseline commitments outlined in attachment 1 of this submission. Include as specific Government commitments: <ul style="list-style-type: none"> • <u>Active management of emerging risks</u> • <u>Maintaining capacity & capability for pre & border</u> 		Accepted and accommodated in revised sections 3.1 and 3.2.

Section	Paragraph	Submitter	Issue	Proposed rewording or key issue/consideration	Submitter's Explanation and/or comment	Decision/ Handling/Comments By JWG
				<p><u>management as part of the Crowns commitment to readiness and risk mitigation.</u></p> <ul style="list-style-type: none"> • <u>Monitor & report on resourcing and performance at the border</u> • <u>Monitoring effectiveness of import health standards</u> 		
COMMITMENTS	2.2.2	NZPork	Clarification	2.2.2 Specific Minimum Government commitments ...		Accepted.
COMMITMENTS	2.2.2	MPI		Minimum Government commitments to this Deed and its implementation include, but are not be limited to:	Confusing use of terminology – specific vs minimum vs core Legal team has expressed reservations about the use of “not limited to”, and that these should be specified (in minimum commitments section?)	Accepted.
COMMITMENTS	2.2.2	Pipfruit NZ	.		Strongly highlight the feeling of the workshop for Government/MPI guarantees. Sub clause d – trade and market access issues should be managed in partnership with industry.	Existing fora for market access and import policy development will be maintained. Arrangements for market access negotiations can be considered in an OA.
COMMITMENTS	2.2.2 a	NZFF William Rolleston		New dot point before current 2.2.2a		Accepted and accommodated in revised

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				<u>Maintaining a biosecurity system which minimises the probability of an incursion within practical and fiscal boundaries and which is consistent with our international obligations</u>		sections 3.1 and 3.2.
COMMITMENTS	2.2.2a	NZPork	Clarification		We would like Government's minimum commitments spelled out in far greater detail (e.g. response plans and procedures). This is very important to provide a clear basis from which to identify the cost shareable aspects that are over and above this. We believe it is critical that Government's minimum commitments are spelled out in detail in the Deed, so that all Signatories are treated consistently.	Noted and accommodated in revised sections 3.1 and 3.2.
COMMITMENTS	2.2.2 b	MPI		<u>...identified in New Zealand.</u>	Clarification	Accepted.
COMMITMENTS	2.2.2 c	MPI		<u>Deed (and Operational Agreement)</u> requirements, including initiating decision making, cost sharing and impact/risk analysis processes.	Legal team indicates that we need to be clear on when cost-sharing starts in this case.	Accepted.

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COMMITMENTS	2.2.2e	NZPork	Appropriate specification	<u>Appropriately</u> representing the interests of non-Signatories and other stakeholders	Shouldn't there be a hierarchy of rights of Signatories v non-Signatories??	Not accepted. JWG considered it unnecessary to qualify this as MPI is required to represent all interests including those of non-signatories.
COMMITMENTS	2.2.2 e	MPI		<u>stakeholders, including Maori</u>	Include reference to Maori	Accepted.
COMMITMENTS	2.2.2f	NZPork	Clarification	Facilitating access for industry Signatories <u>and non-Signatories</u> to Crown loans....	If costs are to be recovered non-Signatories may need access to Crown loans as well	Not accepted as in the situation where Government recovers from non-signatories, this will be through individual members and not an industry organisation.
COMMITMENTS	2.2.2 (g)	NZPork		<u>g. Reviewing all of the above within the context of reduction of biosecurity risk</u>	We believe it is important that Government assesses potential readiness and response investment versus other means of reducing biosecurity risk – which reflects the scope of the Deed which is 'engagement on the end-to-end biosecurity system. Another way of addressing is to include a commitment along the lines of 2.2.3b	Noted and accommodated in revised sections 3.1 and 3.2.
COMMITMENTS	2.2.2 (g)	MPI	Proposed new dot point g.	<u>g. Communicating with industries, and across Government, about GIA and biosecurity to achieve better biosecurity outcomes</u>	Proposed addition	Accepted and accommodated in revised sections 3.1 and 3.2.

Section	Paragraph	Submitter	Issue	Proposed rewording or key issue/consideration	Submitter's Explanation and/or comment	Decision/ Handling/Comments By JWG
COMMITMENTS	2.2.2 h	NZFF William Rolleston	New dot point	<u>h. Maintaining or reducing the biosecurity risk created by the flow of people and goods at the border.</u>		Accepted and accommodated in revised sections 3.1 and 3.2.
COMMITMENTS	2.2.3	NZPork	Clarification	2.2.3 Specific Minimum Industry Signatory commitments ...		Accepted.
COMMITMENTS	2.2.3	MPI		implementation <u>Operational Agreements</u>	Should this rather refer to Operational Agreements, to avoid introducing further terminology?	Not accepted for consistency and broader scope of implementation beyond OAs.
COMMITMENTS	2.2.3 b	MPI		...create <u>or are exposed to</u> , by working...	Too narrowly defined	Accepted and accommodated in revised sections 3.1 and 3.2.
COMMITMENTS	2.2.3 b	MPI		... determine <u>and implement</u> best actions to mitigate their impact where they are best placed...	not only to identify but to action where possible	Accepted with modifications.
COMMITMENTS	2.2.3 c	NZFF William Rolleston		c. Raising awareness <u>within their industries of the Government Industry Agreements</u> and the commitments that have been made through Operational Agreements <u>as well as biosecurity in general to elicit better biosecurity outcomes</u> and working in collaboration with Government and others	Clarifies focus and outcomes	Accepted with modifications.

Section	Paragraph	Submitter	Issue	Proposed rewording or key issue/consideration	Submitter's Explanation and/or comment	Decision/ Handling/Comments By JWG
COMMITMENTS	2.2.3d	NZPork	Clarification	to deliver the agreed <u>and better biosecurity</u> outcomes. d. Securing appropriately skilled and committed people to engage in readiness and response, <u>as outlined in Operational Agreements</u>	Requires further specification as suggested, otherwise it is too open-ended	Not accepted. Commitments to participate in Deed and OAs (if they are developed) are reflected in amended commitments in sections 3.1 and 3.2.
COMMITMENTS	2.2.3 d	NZFF William Rolleston		... response <u>activities as outlined in Operational Agreements</u> . This...		Not accepted as there may not be an OA and activities may be limited to minimum commitments.
COMMITMENTS	2.2.3 e	NZFF William Rolleston		Delete... to achieve better biosecurity outcomes		Accepted. All deleted as replicated in other sections.
COMMITMENTS	2.2.3 (g)	NZPork	Additional function	<u>g. Reviewing all the above within the context of the end-to-end biosecurity system</u>		Noted and accommodated in revised sections 3.1 and 3.2.
EXACERBATORS	2.3	Workshop	Exacerbators			Noted.
EXACERBATORS	2.3 introduction	NZFF William Rolleston		... biosecurity <u>Readiness and Response</u> costs should be shared		Accepted.
EXACERBATORS	2.3	Potatoes NZ, Tomatoes NZ, Vegetables NZ, NZ Buttercup Squash Council,			Industry supports Option B	Noted. The exacerbator section has been revised and integrates most of the provisions in the draft except the equal split of

Section	Paragraph	Submitter	Issue	Proposed rewording or key issue/consideration	Submitter's Explanation and/or comment	Decision/ Handling/Comments By JWG
		Onions NZ, NZCGI				exacerbator and beneficiary cost-shares.
EXACERBAT ORS	2.3	Beef+Lamb			Industry supports Option B	The Government has agreed to bear 20% of the costs of readiness and response activities as an exacerbator's portion, with the remaining 80% shared by beneficiaries in accordance with Deed principles around allocation of these shares.
EXACERBAT ORS	2.3	Kiwifruit			Industry supports Option B	It will seek to recover costs from exacerbators through the means available to it where it is practicable and reasonable to do so.
EXACERBAT ORS	2.3	Pipfruit NZ			Whilst initially supporting option c for exacerbators, on reflection we agree that option b appears to offer the best solution.	The proposed 50% share for exacerbators was not accepted by Government because:
EXACERBAT ORS	Comment on various options and Industry discussions	NZPork	Obviously there will be considerable further review. Strongly support recognition of matters raised in Industry discussion of 27 Feb including focus on exacerbators, and around the criticality of Government investing in inspection verification, verification of overseas and NZ competent authorities and processes to manage risk of Government as an exacerbator			<ul style="list-style-type: none"> • Importers contribute +\$23 million to services to verify that biosecurity risks are addressed. This import cost is also imposed by trading partners that import exported goods from New Zealand. • Government funds biosecurity risk management operations for arriving passengers and Government policy is not to impose a
EXACERBAT ORS	2.3	MIA			In respect of exacerbators, MIA is of the view that it	

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EXACERBAT ORS	2.3 introduction	MPI		<u>General Agreement on Tariffs and Trade</u> World	<p>would be unacceptable to present a GIA concept where those that create biosecurity risks bear uncertain and quite possible zero responsibility for readiness and response. MIA strongly supports Option B from the draft document – where Government accepts a liability on behalf of exacerbators and recovers any such costs as it considers fit.</p> <p>The ability to impose costs is based on article viii of</p>	<p>passenger levy.</p> <ul style="list-style-type: none"> • The blanket application of 20% also applies to pests that arrive in New Zealand by natural spread and is not limited to those that are regulated at the border. • A balance is needed in cost sharing to provide the incentives to drive the right biosecurity behaviours across the system. • Government invests in post border infrastructure including surveillance, diagnostics capacity and capability and response systems in support of the biosecurity system. <p>Amended cost-shares are in Schedule 1.</p> <p>Commitments to the biosecurity system and international obligations in order to optimise the management of biosecurity risks pre- and at-border are more comprehensively defined in section 3.</p> <p>Noted.</p>

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EXACERBAT ORS	2.3 Introduction	Beef+Lamb		Trade Organization Agreement on the Application of Sanitary and Phytosanitary Measures (the SPS Agreement); ...the SPS Agreement), as well as domestic legislation and policies	GATT, not SPS. This needs to be removed – it is silly to suggest that Government cannot charge exacerbators because it is Government policy not to.	Accepted.
EXACERBAT ORS	2.3	DairyNZ/DCA NZ	Reference to international obligations	Delete the sentence starting “They acknowledge ...” etc.	It is incumbent on MPI to negotiate a document that is consistent with its international treaty obligations and domestic legislation. WTO rules must be taken into account but measures consistent with them can still be adopted.	Accepted. International obligations are picked up in revised commitments sections.
EXACERBAT ORS	2.3.1	NZPork	Required clarification –add further 2 sentences to 2.3.1 as suggested	<u>Government's role as an exacerbator is recognised. Effective management of this role requires performance assessments of compliance around the border and other risk management functions and appropriate targets agreed</u>	Important to recognise Government's responsibility as an exacerbator	This view was considered by the JWG in reviewing this section. Performance around border risk management has been picked up in revised commitments in section 3.
EXACERBAT ORS	2.3.2	DairyNZ/DCA NZ			DairyNZ and DCANZ support the Crown taking	Accepted.

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EXACERBAT ORS	2.3.7 A	MPI		May Will use whatever legal means	responsibility for exacerbators portion of costs. Refer to 4.1.12 which states that Government WILL seek to recover costs (inconsistency). 4.1.12 also implies that Government will do this irrespective of whether the exacerbator acted unlawfully or not. The Government should not seek to recover costs from those that acted lawfully.	Accepted.
EXACERBAT ORS	2.3.10B	Beef+Lamb	New paragraph	<u>Where biosecurity incursions can be demonstrated to have arisen from mistakes or negligence of Government officials (e.g. at a quarantine centre), then the Crown will be considered the exacerbators.</u>	Makes clear where the Government may be considered an exacerbator	There are existing processes that can be used to seek recompense from Government in the event of negligence.
EXACERBAT ORS	2.3.10B	Pipfruit NZ			Agree with Beef and Lamb about the Crown being deemed to be an exacerbator following an act of negligence.	The Government has accepted a proportion of costs as an exacerbator share.

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GOVERNANC E	3.1	NZPork	Question the achievement of the principle contained in: <i>The Governance Group is the primary partnership forum from where Government and industry will engage together to improve the operation and understanding of the biosecurity system. : we fully support the principle, but we can't see how the Governance Group can engage to improve the operation of the end-to-end biosecurity system, and be held accountable for that</i>		Require clarification of how the principle will be achieved	Accepted. Second sentence of the explanatory note deleted.
GOVERNANC E	3.1.1	NZPork	Is it really practical to have each potential Signatory able to appoint a representative to the Governance Group?		Need to think through the practicality of implementing a Governance Group of this potential magnitude and disparate character	Not accepted. All signatories have the right to a member on the Governance Group. They may choose not to exercise this right. The Governance Group provides oversight of the implementation of the Deed and needs to represent the interests of all signatories.
GOVERNANC E	3.1.2	NZPork	Further to the point		Can this principle practically	Deleted.

Section	Paragraph	Submitter	Issue	Proposed rewording or key issue/consideration	Submitter's Explanation and/or comment	Decision/ Handling/Comments By JWG
E			above, is consensus decision-making feasible given the potential magnitude and disparate character of this group		be delivered?	JWG considered the issue of consensus at length. It agreed to include a new principle in the scope section at 2.2.3. This will apply to all elements of the Deed and its operation. Relevant sections of the Deed will allow for variation to consensus decision making.
GOVERNANCE	3.1.2	MPI	Additional detail required for consensus decision making and breaking deadlocks		Needs to include a process for consensus decision making, eg stalemates, abstaining etc	Deleted. Consensus has been defined in the Glossary.
GOVERNANCE	3.1.2	DairyNZ/DCA NZ		Delete except election of the chair who will be elected by a majority	Why single out election of the Chair as an issue that requires a vote. If the default is consensus then you are undermining this principle by envisaging a situation where you need to revert to voting. Decisions under any future governance structure need to consider financial contributions. One party one vote, would only apply if all members are participating on an equal basis – ie. Sharing the same proportion of Secretariat costs. A further distinct consideration should be going about	Accepted. JWG considered the issue of consensus at length. It agreed to include a new principle in the scope section at 2.2.3. This will apply to all elements of the Deed and its operation. Relevant sections of the Deed will allow for variation to consensus decision making. Processes for choosing the chair will be set in the operational rules of the Governance Group.

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GOVERNANCE	3.1.2	DairyNZ/DCA NZ	Duplication between 3.1.2 and 3.1.7	Delete 3.1.2 in favour of 3.1.7.	whether economic contribution should result in greater influence over GIA processes.	Accepted. JWG considered the issue of consensus at length. It agreed to include a new principle in the scope section at 2.2.3. This will apply to all elements of the Deed and its operation. Relevant sections of the Deed will allow for variation to consensus decision making.
GOVERNANCE	3.1.2 3.1.7	NZFF William Rolleston		Delete dot point and include election of the Chair in a new sentence at the end of section 3.1.7 <u>Election of the chair will be elected by a majority.</u>		Accepted. JWG considered the issue of consensus at length. It agreed to include a new principle in the scope section at 1.2.2. This will apply to all elements of the Deed and its operation. Relevant sections of the Deed will allow for variation to consensus decision making. Processes for choosing the chair will be set in the operational rules of the Governance Group.
GOVERNANCE	3.1.4	NZPork	Who will have decision-making powers in terms of		Already Government's resources seem far short of delivering commitments in	MPI will have one representative on the Governance Group.

Section	Paragraph	Submitter	Issue	Proposed rewording or key issue/consideration	Submitter's Explanation and/or comment	Decision/ Handling/Comments By JWG
			commitments from Government?		terms of working with industry in regard to developing value propositions. Yet this is a crucial element of enabling implementation of GIA and development of Operational Agreements	
GOVERNANCE	3.1.4	MPI	New sentence at end of the paragraph	<u>MPI will appoint at least one person to the Governance Group to represent the interests of Māori.</u>	Have assumed MPI will appoint some people to this group. Suggest one of these people be someone with industry expertise from a Māori perspective. Federation of Māori Authorities or MPI's Maori Primary Industries Reference Group (MPIRG) might provide a channel for testing this idea.	Not accepted. The JWG considered specific text within the Deed. It noted that Maori interests would be accommodated by all signatories through their representation of stakeholder or member interests. Explanatory notes in section 3.1 reflect the importance of biosecurity to Maori as protectors of native species and natural environment as well as primary producers. A number of clauses in 3.1 and 3.2 specifically reference Maori.
GOVERNANCE	3.1.4	DairyNZ/DCA NZ	<i>Clarify scope of Governance Group responsibility</i>	The GIA Governance Group will have oversight of all GIA <u>Deed processes</u> and will give direction to the GIA Secretariat ... etc.	Ambiguity here that the governance group has oversight of OA's.	Accepted.
GOVERNANCE	3.1.5	DairyNZ/DCA			Would like to revisit roles of the governance group once	Noted. The neutrality of the Secretariat is captured in

Section	Paragraph	Submitter	Issue	Proposed rewording or key issue/consideration	Submitter's Explanation and/or comment	Decision/ Handling/Comments By JWG
	general	NZ			we know more about MPIs intended process to prioritise funding of GIA activities. We are happy to have the GG agree to the secretariat workplan but only to the extent that this does not reflect any prioritisation of activities, including to prioritise one or more industries' needs over others.	4.2.1 and would be reflected in the Secretariat work plan.
GOVERNANCE	3.1.5	Beef+Lamb	Representation and decision making		B+LNZ would be unwilling to see workplans be approved by a Governance group overwhelmingly dominated by a large number of horticultural industries where there is almost no overlap of operational biosecurity needs with sheep and beef	This applies only the Secretariat work plan. MPI will set its priorities for joint activity using priority setting processes.
GOVERNANCE	3.1.5 c	MPI		c. Develop and Approve policies, procedures and guidelines related to Government Industry Agreements processes.	Governance group should not be developing these – this should be the Secretariat. Governance should also not get bogged down in operational detail.	Accepted with modifications to limit this to policies and procedures developed by the Secretariat.
GOVERNANCE	3.1.7 introduction	DairyNZ/DCA NZ			The preamble under 'decision making' is a bit vague.	Decision-making has been removed as a result of JWG discussions on consensus. An additional sentence has been added to the section on governance group

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GOVERNANCE	3.1.7	DairyNZ/DCA NZ		Add except as otherwise agreed by the Signatories for specific issues <u>or in the rules of the Group</u> ...		operational rules to reflect that the rules will allow for variance to consensus decision making. Decision-making has been removed as a result of JWG discussions on consensus. An additional sentence has been added to the section on governance group operational rules to reflect that the rules will allow for variance to consensus decision making.
GOVERNANCE	3.1.7	Potatoes NZ, Tomatoes NZ, Vegetables NZ, NZ Buttercup Squash Council, Onions NZ, NZCGI	What is the default position if no agreement can be reached on decision making? Is the default position consensus?	.	1) Clarify in the Deed what the default decision making approach.	Decision-making has been removed as a result of JWG discussions on consensus. An additional sentence has been added to the section on governance group operational rules to reflect that the rules will allow for variance to consensus decision making. JWG considered the issue of consensus at length. It agreed to include a new principle in the scope section at 2.2.3. This will apply to all elements of the Deed and its operation. Relevant sections of the Deed will allow for variation to consensus decision making.

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GOVERNANC E	3.1.7	Potatoes NZ, Tomatoes NZ, Vegetables NZ, NZ Buttercup Squash Council, Onions NZ, NZCGI	What are the implications for signatories under majority decision making who disagree with readiness or response decisions? Are they still liable for costs of decisions they don't agree with?		Clarify the liabilities of signatories who disagree with readiness or response where decision making is made by majority. Provide criteria in the Deed for signatories to withdraw from activities (See meeting notes 27 th - 28 Signatories who choose not to participate).	JWG considered that operational processes and policies are best captured in the GIA handbook, with these approved by the Governance Group. There remains a tension between the Deed as a higher level document and a more prescriptive legalistic one. A new clause has been added at 5.1.12 for Signatories that benefit from activities to sign an OA in good faith.
GOVERNANC E	3.1.7	Potatoes NZ, Tomatoes NZ, Vegetables NZ, NZ Buttercup Squash Council, Onions NZ, NZCGI	What is the default decision making approach where no operational agreement exists?		Clarify in the Deed the default decision making approach where no OA exists.	Signatories must identify decision-makers when they sign the Deed. These individuals will participate in response activities and develop an OA as soon as possible, but not at the expense of achieving the best biosecurity outcome. Signatories may elect to draw upon a generic default OA to expedite both negotiations and response.
GOVERNANC E	3.1.7	Potatoes NZ, Tomatoes NZ, Vegetables NZ, NZ Buttercup Squash	Provide specific guidelines on decision making in a response where these procedures apply to all	New text section <u>a) State at which point cost sharing begins in a response.</u>		A new section has been added in the scope section on commencing a response.

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GOVERNANC E	3.1.7	Council, Onions NZ, NZCGI Potatoes NZ, Tomatoes NZ, Vegetables NZ, NZ Buttercup Squash Council, Onions NZ, NZCGI	signatories irrespective of the pest or sector concerned. Provide specific guidelines on decision making in a response where these procedures apply to all signatories irrespective of the pest or sector concerned.	New text section <u>b)Set out criteria for exiting a response</u>		A new section has been added in the scope section on ending a response.
GOVERNANC E	3.1.7	Potatoes NZ, Tomatoes NZ, Vegetables NZ, NZ Buttercup Squash Council, Onions NZ, NZCGI	Provide specific guidelines on decision making in a response where these procedures apply to all signatories irrespective of the pest or sector concerned.	New text section <u>c) Specify procedures where no agreement can be reached by consensus -deadlock see section 11.9 of MAF draft Deed (June 2011)</u>		JWG considered that operational processes and policies are best captured in the GIA handbook, with these to be approved by the governance group. It noted that the Deed has provisions for dispute resolution processes.
GOVERNANC E	3.1.7	Potatoes NZ, Tomatoes NZ, Vegetables NZ, NZ Buttercup Squash Council, Onions NZ, NZCGI	Provide specific guidelines on decision making in a response where these procedures apply to all signatories irrespective of the pest or sector concerned.	New text section <u>d) Outline effect of fiscal caps in response decision making</u>		JWG considered that operational processes and policies are best captured in the GIA handbook, with these to be approved by the governance group.
GOVERNANC	3.1.7	Potatoes NZ,	Provide specific	New text section		JWG considered that

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E		Tomatoes NZ, Vegetables NZ, NZ Buttercup Squash Council, Onions NZ, NZCGI	guidelines on decision making in a response where these procedures apply to all signatories irrespective of the pest or sector concerned.	<u>e) Set out procedures for response activities without MPI or where MPI withdraws</u>		operational processes and policies are best captured in the GIA handbook, with these to be approved by the governance group.
GOVERNANC E	3.1.7	Potatoes NZ, Tomatoes NZ, Vegetables NZ, NZ Buttercup Squash Council, Onions NZ, NZCGI	Provide specific guidelines on decision making in a response where these procedures apply to all signatories irrespective of the pest or sector concerned.	New text section <u>f) clarify when cost sharing ends for renegotiating market access – suggest this point is when markets have been reopened to trade.</u>		The JWG determined that the Biosecurity Act does not allow joint decision-making and cost sharing to occur under the GIA after the end of a response (as defined in clause 2.3.3), which was the intent of this text, so it has been deleted. An explanation has been included in the explanatory note for section 2.3, which also advises that arrangements for joint decision-making and cost sharing for activities to recover markets could be agreed but would have to be separate from the Deed.
GOVERNANC E	3.1.7	JWG	Consensus decisions and variations to consensus decision-making			This section has been removed as a result of the consensus discussion. An additional sentence has been added to the section on Governance Group operational rules to reflect that the rules will allow for

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GOVERNANCE	3.1.7	Beef+Lamb	Representation and decision making		B+LNZ is extremely unlikely to agree to be part of a governance group where voting rights are not proportional to industry value	variance to consensus decision making and a new principle on consensus has been added at 2.2.3. Consensus can be varied in an OA as agreed by its signatories. Section deleted.
GOVERNANCE	3.1.7	Pipfruit NZ			We are not convinced with Beef and Lamb's argument that voting be proportional to industry value; perhaps it should be in proportion to potential value of risk?	Section deleted.
GOVERNANCE	3.1.7	NZFF William Rolleston			Is this the best way for such a large group? Depending on how you interpret consensus it may allow one person to hold out on a decision.	Section deleted.
GOVERNANCE	3.1.8	NZPork	Unclear what this means – being a Signatory to this Deed entails a legal responsibility. Does it just mean that this Deed takes precedence over OAs?			The Deed and Operational Agreements (OAs) have equal status but are distinct and linked. They are enabled by the Biosecurity Act 1993 and are both binding on signatories. An OA cannot exist without the Deed so both must be read together where an OA has

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SECRETARIA T	3.2.1	Beef+Lamb	Expand scope to cover collective industries	<u>...one Signatory or group of signatories over the interests of any other Signatory or group of signatories.</u>		been agreed by Signatories. The commitments made in an agreed OA are binding on the parties. Accepted.
SECRETARIA T	3.2.2	NZFF William Rolleston	New dot point e.	<u>Developing policies and procedures for approval by the Governance Group</u>		Accepted.
SECRETARIA T	3.2.2	NZFF William Rolleston	New dot point f.	<u>Providing a repository for shared knowledge</u>		Accepted.
SECRETARIA T	3.2.2	NZFF William Rolleston	New dot point g.	<u>Calculating activity costs and payments</u>		Accepted with modifications.
SECRETARIA T	3.2.2 b	NZFF William Rolleston			Does the secretariat have some role in implementing or at least maintaining the operational plans?	The JWG agreed that the Secretariat did not have this role unless it was requested by a Signatory.
SECRETARIA T	3.2.4	NZPork	The level of resourcing needs to be struck to enable achievement of the Secretariat's roles set out in 3.2.2		Consideration of resourcing level of Secretariat is required so that it is 'fit for purpose'	Accepted.
SECRETARIA T	3.2.5	Beef+Lamb	New provision	<u>d. If consensus cannot be reached by the Group, the secretariat will be disestablished on 31/12/2019</u>	Makes clear what happens if the group does not reach consensus	Accepted.

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REVIEW AND VARIATION	3.3	NZPork	Is this review undertaken collectively via the Governance Group, or individually within each GIA?	The Signatories will review the operation of this Deed after two years of its entry into force within the Governance Group <u>or another appropriate collective forum</u>	Our view is that the review is conducted communally to ensure consistency as far as possible between Signatories	Accepted.
WITHDRAWING FROM THIS DEED	3.4 introduction	NZFF William Rolleston		...processes subject to <u>the</u> agreed procedures <u>below</u> and ...		Accepted.
WITHDRAWING FROM THIS DEED	3.4	Pipfruit NZ			We are of the view that a situation where there is an operational agreement but no Deed should be an acceptable outcome. In our case, if we cannot agree on the form of the Deed, we still expect to enter into an operational agreement and take on the obligations that this carries with it.	The Deed and Operational Agreements (OAs) are enabled by the Biosecurity Act 1993 and both are binding on signatories. By law, an OA cannot exist without the Deed.
WITHDRAWING FROM THIS DEED	3.4	Pipfruit NZ			The potential commitments and liabilities contemplated under this clause need to be defined.	Guidance on options for dispute resolution and further procedural detail on withdrawal will be included in the GIA handbook.
WITHDRAWAL/DISPUTES	3.4	MPI			Withdrawal process and dispute resolution require significant fleshing out. Need a clear outline of liabilities.	Not accepted as an amendment to the Deed, but guidance on options for dispute resolution and further procedural detail on withdrawal will be included in the GIA handbook.

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WITHDRAWING FROM THIS DEED	3.4.1	MPI		less than three <u>six</u> months	This is too short, given the significance of the Agreement. Also suggested that there should be more detail around the withdrawal process (for example as a Schedule to the Deed). The Deed also needs to specify that the Minister may remove a signatory in an industry no longer meets mandate requirements.	Accepted. New provision at 4.4.3 for the Minister for Primary Industries to remove a Signatory if it no longer meets the statutory requirements for an industry organisation.
WITHDRAWING FROM THIS DEED	3.4.2	MPI	Clarity	A decision to withdraw from this Deed also denotes an intention to withdraw from any Operational Agreement(s) that the withdrawing Signatory has come into force in <u>force to which the Signatory is a partner.</u>	Original wording did not make sense.	Accepted.
WITHDRAWING FROM THIS DEED	3.4.3	MPI	Revise wording as not clear		Not clear what is intended here.	Revised to clarify the intention of this provision.
WITHDRAWING FROM THIS DEED	3.4.4	NZPork	30 days seems a long time for the Secretariat Manager to have to notify remaining Signatories: is there a reason for this length of time to elapse?	When a Signatory withdraws, the Secretariat Manager will advise the remaining Signatories <u>as soon as practical and at least within 30 days of receiving notice of withdrawal</u>		Accepted with modification to ensure that the Secretariat notifies all other GIA Deed signatories.

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DISPUTES	3.5.1	DairyNZ/DCA NZ	<i>DISPUTE SETTLEMENT PROCEDURES</i>		We need a clearer process for escalating a dispute (mediation, arbitration, dispute settlement).	Will be addressed in the GIA handbook.
DISPUTES	3.5	MPI	More detail required		This needs more detail.	Will be addressed in the GIA handbook.
DISPUTES/ DECISION MAKING	3.5	MPI		Conflict of Interest – dealing with these		Will be addressed in the GIA handbook.
FINANCIAL ARRANGEMENTS	4.	MIA			We note that the 'Financial Arrangements' section of the draft needs to be amended to reflect exacerbator option B	This has been done.
FINANCIAL ARRANGEMENTS	4.	Workshop	Will Government accommodate in-kind contributions where it pays up front to get paid back over 10 years?			Yes.
COST SHARING	4.1	Vege MPI	When does cost sharing start and finish			Cost sharing starts when decision-makers to a response agree. Refer 2.2.6 and 6.3.2.
COST SHARING	4.1	NZPork	A number of times we have referred to the use of 'costs' to include in kind contributions. We would prefer the use of resource-sharing. If this is not acceptable			Not accepted as cost sharing and joint decision-making are included in the Biosecurity Act. Cost sharing including in-kind resources has been defined in the Glossary.

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			then as already suggested, 'costs' should be clearly defined in the Glossary			
COST SHARING	4.1	Beef+Lamb	More accurate representation of intent to share more than just costs	<u>COST RESOURCE SHARING</u> ...Part 1. The Government has agreed that industry <u>Industry shares</u> of costs	Consistent with proposal from NZ Pork and earlier replacement of 'costs' with 'resources'	Not accepted as cost sharing and joint decision-making are included in the Biosecurity Act. Cost sharing including in-kind resources has been defined in the Glossary.
COST SHARING	4.1 Introduction	DairyNZ/DCA NZ		Delete introductory sentence saying "the Government has agreed"	This is a Crown policy position and not appropriate for a long term legal contract.	Accepted.
COST SHARING	4.1	MPI			Cost-share principles should be included in Deed (applicable to all OAs)	An additional principle has been included to make this clear. Refer 2.2.7 and many of the clauses in section 5.
COST SHARING	4.1.1	Beef+Lamb		... <u>Cost-shares, where necessary,</u> for specific ... <u>agreed to</u> by Signatories and...	Adding clarity	Not accepted but text amended for added clarity.
COST SHARING	4.1.1	NZPork		Cost-shares for specific <u>additional</u> readiness and response activities will be agreed by Signatories and recorded in Operational Agreements	The use of <u>additional</u> demarcates the difference from minimum commitments or activities . Again this can perhaps best be remedied by definitions in the Glossary	Qualifier removed as not needed.

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COST SHARING	4.1.2	Beef+Lamb		...obligations, <u>where they exist.</u> (new section) <u>4.1.3 Signatories to an Operational Agreement</u> will	The signatories are not necessarily the ones who will be paying. E.g. B+LNZ could sign the deed but would have no obligation for costs that would be collected directly from levy payers.	Text revised.
COST SHARING	4.1.2	NZPork		Signatories must take reasonable steps to ensure that they can meet their cost-sharing obligations <u>and activities</u>	Want emphasis on deliverables as well as cost including resource sharing	Not accepted as activities are considered obligations where they are agreed by the signatories.
COST SHARING	4.1.2	MPI			This is too loose, and that Signatories have an unqualified obligation to do so.	Accepted, text revised.
COST SHARING	4.1.3	NZPork		Signatories will determine cost-share in a transparent and equitable manner <u>including consideration of exacerbators role and recognising that costs also non-monetary resources</u> taking into account the relative public and industry benefits...	Clarification	Not accepted. Text has been amended in light of changes to the exacerbator section at 3.3.
COST SHARING	4.1.3	NZFF William Rolleston			This is OK provided it is stated elsewhere (eg under exacerbators) that the free flow of goods and people is a public benefit so that the	Accepted. This is picked up in a new paragraph in the explanatory note of the exacerbator section at 3.3.

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COST SHARING	4.1.3	MPI			risk generated can be included in the calculation This should state that it will be determined by public and private benefits.	An additional principle has been included to make this clear. Refer 2.2.7
COST SHARING	4.1.4	Beef+Lamb		<u>Where possible, cost shares</u>	Adding clarity This might/should not be a priority in the face of an outbreak	Accepted.
COST SHARING	4.1.4	MPI			See comment under Responses without an OA – agreed that this needs rewording. And also a transition needed – do we suspend all readiness activities until an OA is signed?	Accepted.
COST SHARING	4.1.4	NZFF William Rolleston		<u>... response activities under this Deed for an individual</u>		Not accepted as all provisions apply to this Deed unless stated otherwise.
COST SHARING	4.1.5	DairyNZ/DCA NZ	That cost shares 'will not be modified' to reflect actual benefits.		Shouldn't we enable the possibility that the operational agreement cost share might become null and void and able to be adapted if there is a significant shift in the circumstances of one or more industries?	The JWG agreed to remove this clause as it causes confusion. Cost-shares will be agreed by the relevant signatories and any review of these cost-shares would be negotiated by those benefiting from the activity. Provisions, including triggers, for reviewing cost-shares can be included in Operational Agreements.

Section	Paragraph	Submitter	Issue	Proposed rewording or key issue/consideration	Submitter's Explanation and/or comment	Decision/ Handling/Comments By JWG
COST SHARING	4.1.5				Do we need an additional clause here to say that cost shared under Operational Agreements should be reviewed or endorsed on a regular basis?	The JWG agreed to remove this clause as it causes confusion. Cost-shares will be agreed by the relevant signatories and any review of these cost-shares would be negotiated by those benefiting from the activity. Provisions, including triggers, for reviewing cost-shares can be included in Operational Agreements.
COST SHARING	4.1.5	NZFF William Rolleston			This clause needs to be looked at again. Surely the cost sharing should be renegotiated if there is a significant change in the risk, cost or benefit to a party	The JWG agreed to remove this clause as it causes confusion. Cost-shares will be agreed by the relevant signatories and any review of these cost-shares would be negotiated by those benefiting from the activity. Provisions, including triggers, for reviewing cost-shares can be included in Operational Agreements.
COST SHARING	4.1.5	Potatoes NZ, Tomatoes NZ, Vegetables NZ, NZ Buttercup Squash Council, Onions NZ, NZCGI	Any change in Government policy that changes the level of risk at the border should trigger a reassessment of the cost shares between Government & industry.		Include procedures to enable reconsideration of cost shares	The JWG agreed to remove this clause as it causes confusion. Cost-shares will be agreed by the relevant signatories and any review of these cost-shares would be negotiated by those benefiting from the activity. Provisions, including triggers, for reviewing cost-shares can be included in

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COST SHARING	4.1.5	MPI			Several submissions indicate that this should be more flexible. Can be argued that it will need to be a significant change before it changes the cost bucket allocation.	Operational Agreements. The JWG agreed to remove this clause as it causes confusion. Cost-shares will be agreed by the relevant signatories and any review of these cost-shares would be negotiated by those benefiting from the activity. Provisions, including triggers, for reviewing cost-shares can be included in Operational Agreements.
COST SHARING	4.1.5	Pipfruit NZ			We agree that a change in Government policy that changes risk should trigger a reassessment of the agreed cost shares.	The JWG agreed to remove this clause as it causes confusion. Cost-shares will be agreed by the relevant signatories and any review of these cost-shares would be negotiated by those benefiting from the activity. Provisions, including triggers, for reviewing cost-shares can be included in Operational Agreements.
COST SHARING	4.1.6	Beef+Lamb		...determined by Signatories to an <u>Operational Agreement</u>	Adding clarity	Accepted
COST SHARING	4.1.7 b	MPI		...and qualitative statements...	MPI has reservations about including qualitative statements, and that it should be restricted to quantitative statements.	Not accepted as there are impacts that cannot be easily quantified such as natural heritage value, which are elements of public benefit.

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COST SHARING	4.1.7 c ii	MPI		...components in the public benefit should...	Are there potentially non-financial benefits to industry?	Concern noted and text modified to delete reference to public benefit.
COST SHARING	4.1.7 c	NZFF William Rolleston	New dot point iii		iii. Need a clause to say how the exacerbator risk will be calculated. Perhaps this is a probabilistic calculation which alters the public:private ratio	Not accepted due to changes to the exacerbator provisions at 3.3.
COST SHARING	4.1.8	MPI		'in kind' contribution	Needs to be defined in glossary	Cost sharing including in-kind resources is defined in the Glossary.
COST SHARING	4.1.8	MPI		...during the activity <u>(see also 7.1.2 under Shareable costs).</u>	To make it clear that in a response only direct and additional costs are shared.	Not accepted. JWG agreed to delete the table with examples of shareable costs as it could be perceived that these were the only costs that were eligible for sharing and therefore, misleading.
COST SHARING	4.1.10	NZPork	How will the concept of 'fiscal cap' work in a multiple industry agreement?			The fiscal cap is the funding limit determined by the Signatory. It will be negotiated by relevant signatories for readiness and response activities and documented in Operational Agreements. Guidance on the fiscal cap will be provided in the handbook.
COST SHARING	4.1.10	MPI		...may not exceed the fiscal cap <u>for any Signatory that is a party to the Operational</u>	Reflects the situation where multiple signatories have signed an OA, and will have different fiscal caps	Accepted.

Section	Paragraph	Submitter	Issue	Proposed rewording or key issue/consideration	Submitter's Explanation and/or comment	Decision/ Handling/Comments By JWG
COST SHARING	4.1.11	JWG subgroup 2	Clarity around the treatment of non-signatories that benefit from readiness and response	<u>Agreement</u> , unless agreed in writing by the Operational Agreement Signatories. ... sharable costs, <u>but will seek to recover costs</u> from...		Accepted.
COST SHARING	4.1.12	NZFF William Rolleston			Change this to reflect final wording in the exacerbator section ie. Crown pays share and recovers cost	Not required following changes to the exacerbator section at 3.3.
COST SHARING	4.1.12	MPI	Alternative text proposed	Where an exacerbator has been identified, the Ministry for Primary Industries will seek to recover costs from that person pursuant to section 137 of the Biosecurity Act 1993. <u>Where an exacerbator has been identified, the Government may use whatever legal means at its disposal to pursue exacerbators it considers have acted unlawfully for readiness and response costs that are a direct result of the unlawful act or omission.</u>		Deleted as picked up in the revised section on exacerbators 3.3.
FINANCIAL	4.2	MPI	Additional detail		Additional detail, including	Operational Agreements

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PROCESSES			required in this section		a robust accounting and audit process.	may define performance standards and guidance on financial processes will be provided in the handbook.
FINANCIAL PROCESSES	4.2.1	DairyNZ/DCA NZ	Readiness 'wash up'		Readiness cost sharing should be agreed up front and would rarely be subject to reconciliation/wash up. Perhaps we need a separate section on readiness costs.	Noted. Separation of this section into readiness and response was accepted. A new 5.2.1 was created for cost sharing of readiness activities.
FINANCIAL PROCESSES	4.2.1	NZPork	Is it intended that there will be an assessment of the performance levels for activities undertaken? This would constitute good practice			Operational Agreements may define performance standards and guidance on financial processes will be provided in the handbook.
FINANCIAL PROCESSES	4.2.1	MPI		completion of readiness and response activities,		Accepted.
FINANCIAL PROCESSES	4.2.1	MPI	New sentence at the end of the paragraph	<u>For readiness activities costs will be budgeted prior to being incurred and allocated to signatories as agreed.</u>	Different cost-sharing processes for readiness and response activities.	New 5.2.1.
FINANCIAL PROCESSES	4.2.2	JWG		Replication		Section 4.2.2 deleted as repeated section 4.1.10.
OPERATIONAL AGREEMENTS	5.1	Potatoes NZ, Tomatoes NZ, Vegetables NZ, NZ Buttercup	Complexity of agreements Over the past year there has been a		Ensure that the rules of GIA that apply to all sectors equally are spelt out in the Deed or its schedules. The only detail that needs to be	The concern was noted. Operational Agreements are broader than specific pests and diseases as they define key expectations of the

Section	Paragraph	Submitter	Issue	Proposed rewording or key issue/consideration	Submitter's Explanation and/or comment	Decision/ Handling/Comments By JWG
		Squash Council, Onions NZ, NZCGI	drive to avoid detail in the GIA Deed. The Deed is now a high level principles document that is likely to have little relevance to the basic functioning of GIA. As a result operational agreements will need to contain all of the relevant detail and be necessarily legal and repetitive from one sector to another and in other cases inconsistent. This is a very inefficient way of running GIA and expensive and complicated for all sectors except the very largest.		in Operational agreements is that which relates to specific pests and diseases. The Deed can set out options and guidelines. Operational agreements can then be developed to be consistent with these high level procedures.	signatories on the partnership relationship they have entered into in order to deliver agreed biosecurity outcomes. To address concerns regarding inefficiencies arising from multiple and/or complex OAs, the Secretariat can share information with all industries via a handbook. MPI is a party to all OAs and will play a key role in ensuring efficiencies are captured within and across OAs. It is envisaged that over time, common elements of OAs, particularly those related to the administration and governance will reviewed and added to the Deed by agreement of signatories. These could be included as appendices or annexes to the Deed. Accepted.
OPERATIONAL AGREEMENTS	5.1.1	MPI		focussed		
OPERATIONAL AGREEMENTS	5.1	Workshop	Consistency of operational agreements			MPI is a party to all OAs and will play a key role in ensuring efficiencies are captured within and across

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OPERATIONAL AGREEMENTS	5.1.3	MPI	Many comments that this needs further elaboration.			OAs. It is envisaged that over time, common elements of OAs, particularly those related to the administration and governance will be reviewed and added to the Deed by agreement of signatories. These could be included as appendices or annexes to the Deed.
OPERATIONAL AGREEMENTS	5.1.4	NZPork	Need to incorporate the performance of Government in delivering its activities across the end-to-end biosecurity system	<u>c. Performance standards of Government</u>		Noted. These will be addressed in individual Operational Agreements. Performance of signatories in relation to the wider biosecurity system has been picked up in revised section 3.1.
WITHDRAWAL FROM OPERATIONAL AGREEMENTS AND/OR READINESS AND RESPONSE ACTIVITIES	5.2	Potatoes NZ, Tomatoes NZ, Vegetables NZ, NZ Buttercup Squash Council, Onions NZ, NZCGI	It is not clear why these procedures need to be negotiated separately with MPI and other sectors. These are matters which should be set out in the Deed as they apply to all sectors.		Include appropriate text in Deed	It is envisaged that over time, common elements of OAs, particularly those related to the administration and governance will be reviewed and added to the Deed by agreement of signatories. These could be included as appendices or annexes to the Deed.

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WITHDRAWAL FROM OPERATIONAL AGREEMENTS AND/OR READINESS AND RESPONSE ACTIVITIES	5.2 introduction	DairyNZ/DCA NZ		Delete the criteria and processes for withdrawal etc. sentence from the introduction.	Redundancy. This sentence is repeated in 5.2.1.	Accepted.
WITHDRAWAL FROM OAs	5.2.2 a	MPI			Needs to be tightened – could be read that they are responsible for ALL liabilities of other signatories.	Text revised to refer to signatories of OAs.
ORGANISMS FOR WHICH THERE IS NOT AN OPERATIONAL AGREEMENT	5.3	Potatoes NZ, Tomatoes NZ, Vegetables NZ, NZ Buttercup Squash Council, Onions NZ, NZCGI	It is not clear why these procedures need to be negotiated separately with MPI and other sectors. These are matters which should be set out in the Deed as they apply to all sectors.		Include appropriate text in Deed	It is envisaged that over time, common elements of OAs, particularly those related to the administration and governance will reviewed and added to the Deed by agreement of signatories. These could be included as appendices or annexes to the Deed.
ORGANISMS FOR WHICH THERE IS NOT AN OPERATIONAL AGREEMENT	5.3	MPI		The response decision making framework be included in the Deed.		Not accepted. This is not yet available but could be included in the handbook.
ORGANISMS FOR WHICH THERE IS NOT AN	5.3.1	NZFF William Rolleston		Where an <u>incursion</u> investigation...	clarity	Not accepted as the scope of the Deed is broader than incursions.

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OPERATIONAL AGREEMENT						
ORGANISMS FOR WHICH THERE IS NOT AN OPERATIONAL AGREEMENT	5.3.2	MPI		Notified Signatories and the Ministry for Primary Industries as signatory will...	Clarity	Accepted but text changed to refer to all signatories.
ORGANISMS FOR WHICH THERE IS NOT AN OPERATIONAL AGREEMENT	5.3.3	MPI			To be revisited. Needs to provide for MPI undertaking urgent measures to preserve options until agreement has been reached – at present appears to limit any activities. Also link to 4.1.4, 4.1.5, 4.2.1, 4.2.2 and 5.3.3	Section deleted.
ORGANISMS FOR WHICH THERE IS NOT AN OPERATIONAL AGREEMENT	5.3.3	Beef+Lamb	Unless amended, imposes an undefined liability on industry	Delete 5.3.3	It is very important that this is removed. Otherwise, deed is open ended and poses severe difficulties for industry signatories.	Accepted. Section deleted.
ORGANISMS FOR WHICH THERE IS NOT AN OPERATIONAL AGREEMENT	5.3.3	DairyNZ/DCA NZ	-	-	We are considering the desirability or necessity of this – it sets up a scenario that envisages GIA is the only framework for a response, which is counter to the original idea of GIA which was about consent or decision making to join. We would feel more comfortable without 5.3.3	Accepted. Section deleted.

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ORGANISMS FOR WHICH THERE IS NOT AN OPERATIONAL AGREEMENT	5.3.3	NZFF William Rolleston			being included. This all sounds like a recipe for inaction while Rome is burning	Noted. Section deleted.
GLOSSARY	6	DairyNZ/DCA NZ		Delete introduction	The preamble doesn't add any value.	Accepted.
GLOSSARY	6.	MPI	Additional definitions required		Needs to include definitions for <ul style="list-style-type: none"> • consensus decision making • Beneficiary • In kind contribution • Capability and capacity 	Additional definitions for consensus, decision-makers and beneficiary have been developed. In kind contribution has been picked up in a new definition for cost sharing. Definition of capacity and capability not accepted as the capacity and capability referred to in the Deed varies throughout and is qualified in the text by the context in which it is used.
GLOSSARY	6	DairyNZ/DCA NZ			Need to look at definitions in more detail after the deed text has been finalised.	This has been done.
GLOSSARY	6.1	MPI	Definition of exacerbator		Why "aggravation"? Negative impacts/	Not accepted. Aggravation was considered to be an appropriate reflection of exacerbation by making a situation worse.
GLOSSARY	6.1	MPI	Definition of	...response or	Is this too broad? Should it	Not accepted.

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GLOSSARY	6.2	DairyNZ/DCA NZ	exacerbator	management requirements.	be wilful or intentional? Knowingly or unknowingly? What about MPI as exacerbator? Do we need to replicate the definition as per the BSA? Can we not just incorporate by reference?	JWG considered it useful to include definitions from the Biosecurity Act so that the Deed could be read as a stand-alone document.
GLOSSARY	6.3	MPI	Definition of Memorandum of Understanding		Should be deleted as it is not referred to anywhere in the Deed.	Accepted.
GLOSSARY	6.3	DairyNZ/DCA NZ			Do we need a definition of the MOU?	Accepted – definition deleted.
GLOSSARY	6.4	DairyNZ/DCA NZ	<i>Definition of new organism – what is in scope given retrospective application</i>	The list of what could be new organisms needs an ' <u>and</u> ' or an ' <u>or</u> ' between the last and penultimate bullets	How does this definition interact with the 'scope' section – this seems to place a point in time (1998) for when a 'new organism' is covered under the GIA. Does that mean that PSA is still considered 'new' for the purpose of the deed. .	The definition has been removed and all text now refers to 'unwanted organisms' as defined in the Biosecurity Act 1993.
GLOSSARY	6.5	MPI	Definition of readiness and response		Need to be separated. Provide more detail	Accepted. Definitions have been separated to readiness activities and response activities, and amended so that they are the same as those in the Biosecurity Act 1993.
GLOSSARY	6.5	DairyNZ/DCA NZ	Definition of readiness and response		The definition supplied is not one of readiness and response, it is about readiness or response	Accepted. Definitions have been separated to readiness activities and response activities, and

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GLOSSARY	6.5	NZFF William Rolleston	Readiness and response		<p>'activities'. Different definitions.</p> <p>This should be aligned with part 5A of the Biosecurity Act. Perhaps a copy of Part 5A could be attached as an appendix</p>	<p>amended so that they are the same as those in the Biosecurity Act 1993.</p> <p>Accepted. Definitions have been separated to readiness activities and response activities, and amended so that they are the same as those in the Biosecurity Act 1993.</p>

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SCHEDULE 1 COST SHARE DETAILS		JWG				<p>The JWG reviewed the section on shareable costs and agreed that provisions were picked up elsewhere in the Deed and should be deleted.</p> <p>They also agreed to delete the table with examples of shareable costs as it could be perceived that these were the only costs that were eligible for sharing and therefore, misleading.</p> <p>As a result Schedule 1 contains only the table of cost-share categories and has been renamed.</p> <p>Part one of Schedule 1 deleted.</p>
SCHEDULE 1 COST SHARE DETAILS		DairyNZ/DCA NZ			General comment noted in internal discussions was that in terms of overall 'look' of the Deed, this is very heavily about cost sharing.	Noted. Part one of Schedule 1 deleted.

Section	Paragraph	Submitter	Issue	Proposed rewording or key issue/consideration	Submitter's Explanation and/or comment	Decision/ Handling/Comments By JWG
PART 1: SHAREABLE COSTS		DairyNZ/DCA NZ	Shareable costs vs minimum commitments and baseline.		Needs clarity about the line between these readiness and response shareable costs and baseline. Some of the items e.g. staff time ... could well be baseline. How do we better define the difference?	Noted. Shareable costs will be negotiated in the development of OAs. Text has been amended to remove examples and make provisions clearer. The need for consistent assessment of costs and their sharing was noted by JWG. Part one of Schedule 1 deleted.
PART 1: SHAREABLE COSTS	7.1.1 (also included in Table 1)	NZPork	Clarify Shareable costs on Government's part which are over and above Government's minimum commitments. Refer back to our 'issue' under 2.2.2 viz, require specific identification of Government's minimum commitments		For example, writing response plans over and above Government's response policies, procedures and capabilities which are part of its minimum commitments	Shareable costs will be negotiated in the development of OAs. Text has been amended to remove examples and make provisions clearer. Part one of Schedule 1 deleted.
PART 1: SHAREABLE COSTS	7.1.1	Beef+Lamb	Need to clarify scope with reference and regard to minimum commitments		This appears to exclude competent veterinary authority capability, e.g. labs, NBCN etc from readiness costs. I am supportive of this. It also leaves open the distinct possibility that industry will wish to out-	Shareable costs will be negotiated in the development of OAs. Text has been amended to remove examples and make provisions clearer. Part one of Schedule 1 deleted.

Section	Paragraph	Submitter	Issue	Proposed rewording or key issue/consideration	Submitter's Explanation and/or comment	Decision/ Handling/Comments By JWG
PART 1: SHAREABLE COSTS	7.1.1	NZFF William Rolleston			source activities MPI would traditionally undertake, e.g designing surveillance plans. Does 'designing surveillance' as a sharable cost exclude the actual cost of surveillance as a sharable cost?	Shareable costs will be negotiated in the development of OAs. Text has been amended to remove examples and make provisions clearer. Part one of Schedule 1 deleted.
PART 1: SHAREABLE COSTS	7.1.1 Table 1	NZFF William Rolleston		Section deleted	Does backfill or contracted staff include farmers on the ground?	Shareable costs will be negotiated in the development of OAs. Text has been amended to remove examples and make provisions clearer. Part one of Schedule 1 deleted.
PART 1: SHAREABLE COSTS	7.1.1 Table 1	NZFF William Rolleston			Compensation could be a big item previously paid for by the Crown	Noted.
PART 1: SHAREABLE COSTS	7.1.1 Table 1	JWG subgroup 2	Additional item in second column of table	<u>Regaining market access</u>		Activities to regain market access are addressed in section 2.3. Part one of Schedule 1 deleted.
PART 1: SHAREABLE COSTS	7.1.2	Beef+Lamb		<u>... not shareable, except where they may have been avoided owing to the biosecurity incursion itself.</u>	This is particularly important. If it is not included it implies that use of all meat company personnel in slaughter / disinfection teams etc will	Shareable costs will be negotiated in the development of OAs. Text has been amended to remove examples and make

Section	Paragraph	Submitter	Issue	Proposed rewording or key issue/consideration	Submitter's Explanation and/or comment	Decision/ Handling/Comments By JWG
PART 1: SHAREABLE COSTS	7.1.2 Table	DairyNZ/DCA NZ	Market access as shareable cost	Delete or subject to discussion as per earlier comment regarding market access – needs greater clarity about the scope of this.	be resourced entirely by industry. This is unacceptable and would be likely to prevent agreement for these resources to form part of NCBN.	provisions clearer. Part one of Schedule 1 deleted.
PART 1: SHAREABLE COSTS	7.1.2 Table	DairyNZ/DCA NZ	Compensation	Delete compensation. Add new 7.1.5		After extended discussion, the JWG accepted that cost sharing of compensation may or may not be agreed in an OA as a tool to achieve the agreed biosecurity outcome. It has been added to 6.1.3 j.
PART 1: SHAREABLE COSTS	7.1.3 (new)	Beef+Lamb	New section	<u>7.1.3 Industry signatories to operational agreements and MPI will jointly agree boundaries and process for contracting services for readiness and response activities, incidentals and other logistical arrangements.</u>		Not accepted. Shareable costs will be negotiated in the development of OAs. Text has been amended to remove examples and make provisions clearer. Guidance on determining fair and reasonable costs for sharing could be provided in the handbook. Part one of Schedule 1 deleted.

Section	Paragraph	Submitter	Issue	Proposed rewording or key issue/consideration	Submitter's Explanation and/or comment	Decision/ Handling/Comments By JWG
PART 1: SHAREABLE COSTS	7.1.4 (new)	DairyNZ/DCA NZ		Add new 7.1.4 <u>Signatories will develop operational guidelines to determine appropriate shareable costs and agree these upfront.</u>	Need greater guidance on how we determine what shareable costs are: Table 1 gives "examples" but the inclusion of the table is an indicator of what costs are intended to be shareable. Such items such as 'meeting related expenses' is ambiguous.	Not accepted. Shareable costs will be negotiated in the development of OAs. Text has been amended to remove examples and make provisions clearer. Guidance on determining fair and reasonable costs for sharing could be provided in the handbook. Part one of Schedule 1 deleted.
PART 1: SHAREABLE COSTS	7.1.5 (new)	DairyNZ/DCA NZ		Add new 7.1.5 <u>Operational Agreement may make additional commitments on compensation under on or more operational agreements.</u>	Compensation is not a shareable response cost unless agreed in an operational agreement.	After extended discussion, the JWG accepted that cost sharing of compensation may or may not be agreed in an OA as a tool to achieve the agreed biosecurity outcome. It has been added to 6.1.3 j. Part one of Schedule 1 deleted.
PART 2: COST SHARE CATEGORIES	7.2	NZPork	Given that the Crown has agreed to provide a minimum cost share of 50% to provide incentive to Industry to enter a GIA, we suggest there should also be some consideration of Government contributing relatively more than the	Amend table: 95% 5% 75% 25%		Table is within revised section Schedule 1 – Cost-share categories following deletion of Part 1 of the Schedule. The table has been revised to reflect an exacerbator contribution to cost sharing that will be met by Government. Additional categories have

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			estimated public benefit share for cost-share categories 1 and 2: say 95% and 75% respectively also as an incentive			been included. Signatories can negotiate alternative cost-shares and record them in OAs (clause 5.1.5).
PART 2: COST SHARE CATEGORIES	7.2	Beef+Lamb		Table 2. Cost-share categories <u>that may (but not must) apply to arrangements set out in Operational Agreements</u>		Not accepted. Cost-share categories have been amended and more categories added. Signatories can negotiate alternative cost-shares and record them in OAs (section 5.1.5).
PART 2: COST SHARE CATEGORIES	7.2	MPI		Cost-share Categories	Is there a section in the Deed that refers to categories? How is this linked to cost sharing?	Cost-share categories are referenced in 4.1.5 and 6 of the draft Deed.
PART 2: COST SHARE CATEGORIES		DairyNZ/DCA NZ	Cost share categories		There was some discussion about this table at the February 2013 workshop. Support the amendments resulting from that discussion in terms of clarifying what 'estimated benefit share' and 'applied cost share' mean. Need further work to be undertaken to put some words around what the categories actually represent – this is important for understanding the	The processes for determining cost- share based on the relative public and private benefit will need to be developed based on agreed criteria. This guidance will be included in the hand book.

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PART 3 TRANSITIONAL DISCOUNT ARRANGEMENTS	7.3	MPI		<u>The start date of the transition discount process agreed to by the Government is 1 July 2013.</u>	significance of this table. Clarity	Part 3 was deleted by the JWG. It will be published in the GIA handbook.
PART 3 TRANSITIONAL DISCOUNT ARRANGEMENTS	7.3	NZPork	It would appear there is considerable more work to do to confirm the Deed. If it is not completed by July 2013, will the timing of the transitional discount arrangements slide alongside?			JWG considered that this is a decision for Government. Part 3 was deleted by the JWG. It will be published in the GIA handbook.
PART 3 TRANSITIONAL DISCOUNT ARRANGEMENTS	7.3 Introduction	Beef+Lamb		1 July 2013	This is an MPI decision that industries do not appear to agree to.	Accepted. Part 3 was deleted by the JWG. It will be published in the GIA handbook.
PART 3 TRANSITIONAL DISCOUNT ARRANGEMENTS	7.3 Introduction	Pipfruit NZ			We strongly agree with Beef and Lamb that a 1 July 2013 start date is not supported by industries. It is highly unlikely that there will be agreement on the form of the Deed by then. And with the Auditor General's quite damning report into the effectiveness of MPI in the biosecurity space, industry won't be prepared to carry the risk	Noted. Part 3 was deleted by the JWG. It will be published in the GIA handbook.

Section	Paragraph	Submitter	Issue	Proposed rewording or key issue/consideration	Submitter's Explanation and/or comment	Decision/ Handling/Comments By JWG
PART 3 TRANSITION AL DISCOUNT ARRANGEME NTS		DairyNZ/DCA NZ	TRANSITIONAL DISCOUNTS	DELETE 7.3	<p>until that performance is turned around.</p> <p>This is an MPI policy position and perhaps more appropriate to be dealt with around the edges of the Deed rather than as the Deed itself. I don't think it adds much, nor does it reflect a position that industries have necessarily agreed to.</p>	Accepted. Part 3 was deleted by the JWG. It will be published in the GIA handbook.

All baseline commitments from the early draft of the Deed have been incorporated into the revised commitments sections of this Deed (sections 2)

Baseline commitments (from early draft of the Deed – proposed by vegetable industries in their comments on the draft Deed)

All Signatories	MAF	Industry Signatories
1. Participate in meetings to review, support or amend this Deed <u>Governance</u>	7. Develop, test and improve generic Readiness and Response policies, procedures, registers and systems. <u>Default response arrangements</u>	16. Make available people competent to engage in Readiness and Response. <u>Minimum commitments</u>
2. Determine Cost Shares for Priority Risks. <u>OAs</u>	8. Meet international obligations for the reporting of plant and animal health status for New Zealand. <u>Minimum commitments</u>	17. Communicate within the industry. <u>Minimum commitments</u>
3. Debrief Readiness and Response Activities. <u>Bilateral meetings</u>	9. Maintain the exotic pest and disease hotline. <u>Minimum commitments</u>	18. Preparation of industry biosecurity plan. <u>OA and/or risk profile</u>
4. Provide decision maker for Readiness and Response. <u>OAs</u>	10. Investigate suspected Unwanted Organisms including identification and validation of samples and urgent measures. <u>Default response arrangements</u>	19. Contribute to the development and review of generic Readiness and Response policies and procedures. <u>Default response arrangements</u>
5. Prioritise Unwanted Organisms and Readiness needs for those Unwanted Organisms. <u>OAs, bilateral</u>	11. Maintain competent staff to manage, plan and support high priority Readiness and Response Activities. <u>OAs</u>	20. Contribute to MAF investigations of suspect new to New Zealand Unwanted Organisms. <u>Default response arrangements</u>
6. Horizon scanning for new and emerging risks. <u>Emerging risks process</u>	12. Maintain capability and capacity for field Response operations. <u>Minimum commitments</u>	21. Early reporting of Unwanted Organisms. <u>Minimum commitments</u>
	13. Liaise with non-Signatory stakeholders. <u>Minimum commitments</u>	
	14. Maintain laboratory capability and capacity for the diagnosis of large numbers of samples during a Response. <u>Minimum commitments</u>	
	15. Manage compliance with the Biosecurity Act. <u>Wider biosecurity system</u>	