# Schedule D: Fruit Fly Council Terms of Reference

1. Background

MPI and horticulture industry organisations have developed a fruit fly Operational Agreement (OA) through shared commitment to the Government Industry Agreements. The OA establishes the partnership arrangements and areas of future readiness and response work to enhance the management of the risks to New Zealand associated with fruit fly.

The Parties recognise that to effectively manage these risks, all parts of the biosecurity system need to be effective, including pre-border and border measures.

The Fruit Fly Council (FFC) will ensure that the fruit fly OA is managed in an effective and timely manner in accordance with agreed strategic outcomes and principles.

The FFC will appoint and fund an Administrator who is responsible for the Administration of the Fruit Fly Operational Agreement.

1. Role

The role of the FFC is to provide strategic leadership and oversee the provisions contained within the OA for fruit fly, which identifies opportunities to enhance the management of fruit fly risks across the biosecurity system, including undertaking a fruit fly OA readiness and response work program, for achieving this outcome.

1. Responsibilities

The Council will:

1. Represent the collective interests of MPI and the Industry Signatories potentially affected by fruit fly in the governance of the OA and ensure that appropriate engagement mechanisms are in place between the Council and its stakeholders. MPI will also represent the interests of non-Signatory beneficiaries.
2. Establish policies and procedures to ensure efficient and fair governance practices.
3. Exchange information between its members and their organisations on the biosecurity system to develop a common understanding of the risk management of fruit fly across the biosecurity system (current state) to inform priority areas of review and potential innovation in the fruit fly OA.
4. Agree priority additional readiness activities and approve associated funding for an Annual Readiness Work Plan.
5. Retain oversight of the delivery of specific additional readiness activities.
6. Task technical working groups, as necessary, to develop options and recommendations for enhancing priority areas of the fruit fly management system for the OA, including:

* Approving terms of reference.
* Appointing members.
* Outlining the tasks and guiding the work of the technical working groups.
* Disestablishing the working groups when appropriate.

1. Approve the annual report.
2. Appoint and agree to fund the Administrator as a readiness activity, who will be responsible for:
3. The OA Repository – the Administrator stores the master copy of the OA and associated documents. In the case of any disputes the master copy is the definitive reference.
4. General administration duties including, arranging, minute taking and reporting (including clause 7.3).
5. Managing the voluntary contributions register (Schedule I).
6. Funding administration (clause 10.9).
7. Managing Conflict of Interest (clause 15).
8. Variations (clause 17.8).
9. Communications (clause 7.4).
10. Holding and verifying cost shares (Schedule B: Cost shares).
11. Modus operandi

The Council will be established upon signing the OA and will:

1. Appoint a Chair from its members or appoint an independent Chair, who will lead with impartiality and drive the group to achieve its outcomes.
2. Meet at least two times per year, or as required, with one of these meetings deemed the ‘Annual meeting’. These meetings will occur outside of any responses that may occur.

* The annual meeting agenda will:
  + Review the Annual Readiness Work Plan.
  + Set a budget and project plan for the group (i.e. including any research, new activities, etc.).
  + Reconfirm fiscal caps.
  + Receive Parties’ annual reports.

1. Develop an Annual Readiness Work Plan of activities to deliver upon the outcomes identified in the OA. The plan will include priorities, dependencies, resources, cost and timelines, as relevant and include a register of agreed additional readiness projects.
2. Develop and approve readiness project briefs and append to the OA when initiated.
3. Be responsible for reporting progress and issues to their own organisations, subject to any identified commercial sensitivities.
4. Ensure all non-Signatory beneficiaries affected by fruit flies are consulted and/or informed of the work of the Council and progress under the OA.
5. Attendance

Meetings will be attended by:

* The Designated Decision Maker (clause 7) of each Party to the OA (as defined in clause 2 of the OA).
* Up to three additional representatives from the Parties as required.
* The Administrator.

At the discretion of FFC, meetings may be attended by:

* Invited participants – for example: broader horticulture representation, MPI project team members, the Chair of any technical working groups established by the Council etc.
* Advisers – membership may be extended to individuals representing non-Signatory beneficiaries (see transition arrangements); GIA Secretariat and Signatories not party to this OA.
* These attendees will have no decision-making rights.

Council members will be considered Present when in attendance in person, on the phone or via other electronic means or through a Designated Proxy.

1. Transition arrangements for non-Signatory beneficiaries

Non-Signatory beneficiaries that are in the process of seeking mandate and intend to sign both the Deed and the OA within six months of the OA first being signed may be involved in the governance of this OA as advisers at the discretion of the FFC.

1. Resources and budget

Each Party’s costs associated with participation on the Council (e.g., time, travel, accommodation) will be met by that Party.

Wherever possible, Parties will provide in-kind contributions (e.g. staff time) to complete any work assigned by the Council in order to keep costs down.

Any costs, additional to participation costs, will be shared in accordance with the agreed cost shares as stated in Schedule B: Cost shares of this OA.