
INFORMATION PAPER

Feedback on issues arising from Biosecurity Forum 2013/1

February 2014

Recommendation

Participants of the GIA Biosecurity Forum 2014/1 are asked to note the feedback provided by six industry organisations on the out-of-session discussion paper (2013/1) circulated after the September 2013 Forum. The Interim Governance Body has considered all feedback and has provided comments in Table 1 of Attachment 1. A final comment on the transition of governance arrangements is in Table 2.

Potential signatories that are not able to attend the Forum, and potential signatories wishing to provide feedback in writing on matters raised in the feedback, are asked to send any comments to the Secretariat (secretariat@gia.org.nz) by 19 March 2014.

Additional comment from the IGB

The IGB thanks those industry organisations that provided feedback on the discussion paper.

In addition to comments on feedback, the IGB considered it useful to clarify its role and that of the GIA Secretariat in facilitating the implementation of the Deed. As noted by some industry organisations, the Deed is a high level principles document at the request of potential signatories. The joint working group, which drafted the Deed, acknowledged that specific implementation detail would be captured in Operational Agreements or the GIA Handbook.

The IGB has received a range of feedback on the amount and level of guidance required. It is aiming to create guidance that enables the Deed to be implemented in a manner that is consistent with the Deed's principles, but without being too prescriptive for potential signatories.

IGB role

The IGB provides leadership and guidance to government and industry to facilitate the development and adoption of the GIA including supporting frameworks for implementation of the Deed. It is an interim body only, with its members being both voluntary and representational. Its Terms of Reference can be found on the GIA website <http://www.gia.org.nz/Governance>.

The IGB represents the interests of potential GIA signatories in the absence of formal arrangements that will be established when the Deed becomes operational, and as such, has the responsibility for making decisions on matters relevant to implementing the Deed. These decisions are intended to be reviewed by the Deed Governance Group (DGG) when it is formally constituted.

The IGB Terms of Reference, including its role in transitioning governance of the

Deed after it commences, were discussed by potential Signatories at the Forum in September 2013. They have been finalised by the IGB consistent with its leadership role, taking the Forum discussion into account.

Secretariat role

The role of the Secretariat is to facilitate the implementation of the partnership. A proposed operating model for the Secretariat has been circulated for feedback from potential Signatories and this will be discussed at the Forum (2014/I) on 5 March 2014. In keeping with its role, the Secretariat acts in the interest of all potential Signatories in facilitating the development of guidance to enable effective and efficient implementation of the Deed, under the guidance and authority of the IGB and, when it is constituted, the DGG.

Attachments

Attachment 1 Consolidated feedback on issues arising from the Biosecurity Forum 2013/I

Attachment 2 Consolidated comments on Discussion Paper: Transition of Deed Governance Arrangements

Consolidated feedback on issues arising from the Biosecurity Forum 2013/I

Issue	Organisation	Comments (IGB)
General comments on out-of-session documents		
While recognising the need for clarity of process, over-complication and over-prescription such as occurred in the initial Deed should be avoided.	KVH MIA	The IGB is feeling its way through the implementation of the Deed, recognising that there is a balance between simple clarity of process and the requests from a number of industry organisations for implementation detail that was deliberately removed from the Deed by the Joint Working Group.
Implementation of the Deed should not be 'process heavy' allowing efforts to be directed towards efficient achievement of joint outcomes.	KVH MIA	Agreed. However, there needs to be sufficient process to ensure that the Deed is implemented in a transparent, equitable and consistent manner to achieve efficiency and protect the rights of all potential signatories.
Documents can be usefully combined eg. ToR for the DGG which could include transition of Deed governance arrangements.	KVH	Noted.
Operational Agreements will inform the value of joining GIA for some industry organisations and this will be impacted by MPI resource constraints – slowing negotiation of OAs – hence delaying signing the Deed.	Dairy NZ/DCANZ B+LNZ	The IGB is conscious of the need to ensure all potential signatories are involved in the implementation of the Deed and that common processes need to be considered by all – recognising that some organisations will need time to engage with their members and secure a mandate to sign up.
Transitional arrangements need to allow potential signatories involvement in development of key governance-level provisions or policies.	Dairy NZ/DCANZ DINZ B+LNZ	The transitional governance arrangements have been modified post the Biosecurity Forum in 2013 to extend them to a time agreed by a future Forum. Allowing organisations the time and opportunity to comment was requested at the first Biosecurity Forum in September 2013 and has shaped the processes of developing a discussion document, receiving comments, discussion at a Forum and finalisation based on the feedback from potential signatories.
Policies and processes are of relevance to Signatories and potential	NZ Pork	Noted.

Issue	Organisation	Comments (IGB)
Signatories.		
Policies should be published on the web but attention to version control is needed and the status/ownership of policies should be clear. Copies of key policies should be communicated and distributed to industry separately and in advance.	Dairy NZ/DCANZ	Noted. The Handbook pages of the website will be revised and a clear separation made between developing and final policies.
The Biosecurity Forum agenda should be circulated as a draft in advance for comment.	Dairy NZ/DCANZ	Noted, and will be done when the purpose and outcomes of the Forum have been agreed by the potential signatories post the March 2014 Forum.
Industry sought a Deed that was light in detail. Why are matters of substance now being proposed to be addressed on a 'one size fits all' approach through DGG rules and processes when it should be contained in OAs.	B+LNZ	These are guidelines, not rules.
Questions at the 2013 Forum pertain to the very general nature of the draft Deed. It is difficult to prescribe processes due to the wide variation of priority pests, pathways, potential signatories, multi-industry pest etc. Varying approaches to OAs will be needed.	NZ Pork	Guidelines will assist in providing consistent approaches to implementation, allowing variations to be negotiated and captured in OAs, as intended in the Deed.
A re-think of the operating model is required. B+LNZ suggests that there is no requirement for a GIA Secretariat or DGG to exist. Resources to support this may have better alternative uses. Compares NZ and Australian Deed arrangements.	B+LNZ	The Deed provides for the establishment of the DGG and GIA Secretariat, albeit with formal review of the latter in 2017. The Deed cannot be reviewed until its operation has been reviewed after two years of its commencement (clause 4.3.1 of the Deed).
An alternative approach is that cost and decision sharing agreements between MPI and industries be developed by direct negotiation using the published Deed as a starting point, requiring no DGG or Secretariat.	B+LNZ	The Deed requires cost shares to be developed in a transparent and equitable manner. IGB believes guidance is required to enable this to happen, and so is proposing this is developed by a joint industry MPI industry working group. Any variations to standard guidance should be documented in an OA as a result of direct negotiation between OA signatories.
MPI's approach should reflect the reality that GIA best represents a process for agreeing and managing resource commitments, rather than making a significantly useful contribution to service delivery or stakeholder engagement in that delivery. These are better dealt with separately.	B+LNZ	Disagree – GIA should contribute to: <ul style="list-style-type: none"> . Resource allocation . Engagement . Quality of service

Issue	Organisation	Comments (IGB)
More explanation is required to clarify the 20% contribution to costs by MPI for the cost attributed to exacerbators.	NZ Pork	Noted.
Consolidated comments on Discussion Paper: Implementing the Deed – Issue Arising		
The discussion paper is a framework for setting the Secretariat work plan rather than a record of the meeting.	Dairy NZ/DCANZ	A summary of feedback on the Forum was circulated to potential signatories and captures questions and issues raised at the Forum outside of these specific issues. A number of the issues relevant to other implementation elements (OAs) will be picked up other work streams.
Additional detail on the processes for working through the themes is required eg timeframes, parties involved.	Dairy NZ/DCANZ	Additional detail will be developed with several of these issues on the agenda for the March 2014 Biosecurity Forum.
Theme 1: Establishing and managing financial obligations		
A joint working group for these matters seems a sensible approach. Would like to participate.	Dairy NZ/DCANZ	Noted.
Amount of work to determine the relative financial obligations is worrying.	MIA	The intention of the financial work is to establish standard methods that are equitable and transparent for all signatories, as required by the Deed principles. These will ensure that variations between industries are appropriate accommodated in cost-sharing in line with the requirements of clauses 5 of the Deed. These standard methods will be applied in negotiations between MPI and signatories as intended by the Deed. Specific costs and obligations will vary according to the outcomes agreed by signatories of each Operational Agreement and specific to that OA.
Pulling costs and obligations into a generic template for all is difficult given the variation between industries. Generic will be superseded by specific over time.	MIA DINZ	
Specifics be negotiated directly between MPI and specific industries and not waste Secretariat time.	MIA DINZ B+LNZ	
Useful to clarify non-signatory liabilities to inform value proposition of signing the Deed by industries.	MIA DINZ	Standard methods will allow non-signatory liabilities to be identified and quantified as relevant to any specific OA developed.
Proposed action for determining beneficiaries and their share, assigning cost shares to multiple industries is a policy rather than a process.	NZ Pork	Noted. These will be in the nature of guidelines to facilitate consistency with the Deed.

Issue	Organisation	Comments (IGB)
Theme 2: Developing and applying a Signatory accountability framework		
Many elements should be addressed as policy, not process	NZ Pork	Noted.
System to monitor and assess the biosecurity system should be explicitly included here.	NZ Pork	Noted.
An important area for the dairy sector. This has been discussed between dairy, MPI, Secretariat.	Dairy NZ/DCANZ	Noted.
Developing and applying a signatory accountability framework is a matter for negotiation between the Crown and an industry in an OA.	MIA DINZ	The Deed provides for engagement in the wider biosecurity system in addition to specific operational agreements for readiness and response. The accountability framework is in clause 3.1.1e, applying to the wider biosecurity system and all signatories including MPI and industries. This makes its development also relevant to all signatories and appropriately developed by them. Accountability in an OA is a matter for the signatories of that OA.
Developing policies and processes for minimum commitments is not feasible as they could not be defined by the JWG – minimum commitments are pest or pathway specific.	DINZ	While not highly prescriptive, the commitments of government and industry in clauses 3.2 of the Deed provide guidance on the expectations that signatories have of each other entering into the Deed. While these will vary and are defined by each signatory, they are elements that may be considered by an organisation as a potential cost obligation and a factor in its assessment of value in signing the Deed. Processes are intended to provide guidance, with the acceptance of minimum commitments being a matter for signatories.
Signatories' unwillingness to be constrained in their contractual freedom to negotiate specific terms in an OA will overcome any efficiencies gained from processes for determining minimum commitments.	DINZ B+LNZ	
Examples of OAs negotiated between MPI and third industry could be used to inform development of other OAs as an alternative to the proposed process.	B+LNZ	The OA template/standard contract is intended to be such a <u>starting point</u> . Sharing of OAs would need to be agreed by the signatories to that OA, as they may hold information that is considered sensitive.
Theme 3: GIA response model		
The outcome of this theme should ensure that the response provisions of the Deed are appropriate to be implemented.	NZ Pork	See above re OA template/standard contract. This is an element of the implementation framework.

Issue	Organisation	Comments (IGB)
Need more clarity on the value of the OA template and operating rules – the purpose of the GIA is to provide a framework under which industries can work individually with MPI to enhance their biosecurity in respect of both readiness and response.		
Concerned that a proposed process for joint decision making is being developed by MPI – is this consistent with the Deed?	Dairy NZ/DCANZ	The Deed requires MPI to maintain a core competency to respond to biosecurity risks (clause 3.2.2a) and to urgently establish preliminary response arrangements consistent with the Deed, including decision-making, cost-sharing and impact/risk analysis processes (clause 3.2.2c). Industry organisations are required to work with MPI to integrate industry into response delivery programmes and processes (clause 3.2.3c).
Dairy wants an early opportunity to comment on generic elements of response prior to their inclusion in the OA template.	Dairy NZ/DCANZ	Noted. It is hoped that the draft OA template (as a standard contract) will be circulated in February 2014.
The GIA response model should be covered in an OA negotiated between industry and MPI. What role does IGB have in this?	MIA DINZ	The current response model should apply to all responses by default, to avoid confusion and gaps at the expense of effective and efficient response programs. Variations to the response model consistent with the Deed may be negotiated between industry and government but should not be at the expense of response outcomes. This matter will be progressed at the March Forum.
Rules should not be applied to how specific response models should be negotiated in an OA. May be an MPI starting point but should accommodate a different outcome relevant to different pest incursions and sectoral frameworks.	DINZ	
IGB lacks legitimacy so should have no role in approving matters that potentially affect potential Signatories' substantive rights and liabilities. It is not empowered to approve the implementation-worthiness of any processes or systems for a response developed by MPI under the Deed.	DINZ	The Interim Governance Body has been given mandate by potential signatories and transition arrangements have been finalised following consultation at Biosecurity Forum 2013/I.
GIA may unnecessarily complicate decision-making and biosecurity service delivery. The Biosecurity Act (1993) occurs at the unfettered discretion of the Chief Technical Officer so in this regard joint decision-making cannot exist.	B+LNZ	Noted. However, the Biosecurity Act 1993, as amended to add Part 5A makes provision for joint decision-making and cost sharing of readiness and response activities. This is achieved through the Deed and any operational agreements.
Outside of these constraints by the Act, industry and MPI need to collaborate to achieve the most appropriate outcome and this should exist regardless of whether the industry is a signatory to the Deed. Industries can influence MPI decision making through formal	B+LNZ	The Biosecurity Act 1993 requires an industry organisation to sign the Deed in order to sign an OA. MPI has statutory obligations to consult with industry on a range

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commitments of resources, and current consultative processes.		of biosecurity actions.
Existing consultative processes will form part of the minimum commitments negotiated as part of any OA.	B+LNZ	This is a matter for signatories to an OA. Note earlier comments on minimum commitments.
Theme 4: Communications to assist implementation of the Deed		
Proposals supported	Dairy NZ/DCANZ	
Communications needs will vary by organisation. Entering the Deed or OA is a business decision. The Secretariat should not get involved in communicating with organisation membership – it should remain a neutral agency.	MIA DINZ B+LNZ	Agreed. The Secretariat provides information relevant to the Deed and its intent through implementation via the website that is available to all potential signatories to use for their own purposes. The Secretariat has met with or presented to industry organisations and their boards and membership, but only at the request of these organisations/officers.
The Secretariat should confine its communications role to encouraging MPI to disclose information relevant to the production of value propositions for potential signatories and collating and disseminating that information where it is useful to more than one potential signatory	DINZ	MPI will be a signatory and has the same expectations that their rights and obligations under the Deed will be met. The Secretariat role is to facilitate the partnership and act in the interests of all Signatories.
Communicating respective policy on the Deed rests with potential signatories, the communication activities of the Secretariat, including maintenance of the GIA website, are unnecessary and act to reduce the transparency around the provenance and drivers for the GIA initiative.	B+LNZ	Not correct. The Secretariat ensures that the information about GIA is consistent and reduces duplication.
Theme 5: Strategic engagement on international and import standards		
To enhance strategic engagement there needs to be input from industry in developing and then implementing appropriate policies for this engagement. There needs to also be engagement with industry to ensure that systems that deliver biosecure outcomes are appropriately implemented, monitored and assessed.	NZ Pork	Noted. IGB is proposing several work streams are progressed through joint MPI-industry working groups.

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Ask that a report back from MPI Standards's response and process for industry engagement on these issues be made at the March Forum.	Dairy NZ/DCANZ	Noted
GIAs are for biosecurity response and should not be allowed to create the impression that industry can set or influence international or import standards as this will negatively affect our ability to take a principled, science-based approach to standards by overseas regulators.	MIA DINZ B+LNZ	Noted. The views of Market Assurances Directorate have been sought. Industry has asked for engagement on these issues as part of the wider biosecurity system.
Standards development should take into account the views of all parties with an interest in biosecurity but this is separate to GIA.	DINZ	Noted.
MPI adequately consults on Import Health Standards and risk analyses that support them.	B+LNZ	Noted. However, this consultation has been variable across industries and sectors.
There is an important distinction between establishing policy to an appropriate level of protection and demonstrating that it is maintained on an ongoing basis. The latter is legitimately part of minimum commitments negotiated as part of GIA.	B+LNZ	Noted. Refer to comments on minimum commitments.
Theme 6: Delivering Deed outcomes		
Support IGB considering a role in the GIA for non-signatory organisations with a strong interest in the biosecurity system, accommodating the distinction with signatories who take on legal commitments and liabilities with accompanying rights and responsibilities.	Dairy NZ/DCANZ DINZ	Noted
Strongly support the Biosecurity Forum having an open membership.	Dairy NZ/DCANZ	Noted.
Bodies ineligible to become GIA signatories have no especial role in GIA matters although they do play important roles in the biosecurity framework.	DINZ	Noted.
The Deed and OA create a partnership between industry and MPI. Allowing other organisations a specific role without signing up or contributing is very problematic. The position of non-signatory	MIA DINZ B+LNZ	Noted. However, the Deed provides for engagement between government and industry Signatories on the wider biosecurity system in addition to specific activities undertaken by agreement

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organisations should be dealt with by MPI as part of their role as leader of the biosecurity system – it is not a Deed-related matter.		in an Operational Agreement and minimum commitments made by Signatories. There is a difference between those parties that are not eligible to sign the Deed and the rights and obligations this affords, and those who choose not to. MPIs engagement with non-Signatories is not a GIA matter.
Perverse for IGB and potential signatories to make arrangements for parties that can't sign the Deed where there are no arrangements for those that choose not to.	DINZ	
GIA represents a mechanism for agreeing resource sharing rather than complicating service delivery. It is not appropriate for non-signatories to provide input into DGG or other discussions where they have no obligations.	B+LNZ	
Secretariat and DGG monitor and support GIA, overall industry/sector arrangements are an MPI responsibility.	B+LNZ	

Consolidated comments on Discussion Paper: Transition of Deed Governance Arrangements

Issue	Organisation	Comments (IGB)
General comments		
Transition time frames are ambitious.	Dairy NZ/DCANZ	Noted. These have been extended to a date agreed by potential signatories.