



Government Industry Agreement for Biosecurity Readiness and Response

Deed

**Version 2.0
December 2016**

This version 2.0 of the Government Industry Agreement for Biosecurity Readiness and Response Deed is current as at December 2016. It supersedes version 1.0 of the Deed.

Please contact the GIA Secretariat to confirm whether this document is the most current version before relying on the information contained.

Mailing Address:

GIA Secretariat

PO Box 2526

WELLINGTON 6140

Email: secretariat@gia.org.nz

TABLE OF CONTENTS

1.	BRINGING EFFECT TO THIS DEED.....	4
1.1.	Signatories	4
1.2.	Commencement	4
2.	BASIS OF THIS DEED	5
2.1.	Preamble	5
2.2.	Principles for the Signatories to work in partnership	5
2.3.	Scope of this Deed	6
3.	WHAT THE SIGNATORIES BRING TO THIS DEED	8
3.1.	Partnership in the wider biosecurity system.....	8
3.2.	Commitments	10
3.3.	Exacerbators	11
4.	ADMINISTRATION OF THIS DEED.....	12
4.1.	Governance.....	12
4.2.	The Secretariat	12
4.3.	Review and variation	13
4.4.	Withdrawing from this Deed	14
4.5.	Disputes	14
5.	FINANCIAL ARRANGEMENTS	15
5.1.	Cost-sharing	15
5.2.	Financial processes	16
6.	IMPLEMENTING AGREEMENTS UNDER THIS DEED	17
6.1.	Operational Agreements	17
6.2.	Withdrawing from Operational Agreements and/or readiness and response activities	18
6.3.	Organisms for which there is no Operational Agreement	18
7.	GLOSSARY	19
8.	EXECUTION	21
	SCHEDULE 1 – INDUSTRY SIGNATORIES	23
	SCHEDULE 2 – COST-SHARE CATEGORIES.....	24

1. **BRINGING EFFECT TO THIS DEED**

1.1. **Signatories**

HER MAJESTY THE QUEEN IN RIGHT OF NEW ZEALAND acting by and through the Director-General of the Ministry for Primary Industries (MPI).

EACH INDUSTRY ORGANISATION that is listed in Schedule 1 (together the **industry Signatories**).

1.2. **Commencement**

This Deed commenced on the date that it was executed by MPI and the first industry Signatory in May 2014. It was varied pursuant to agreement of the Signatories as from December 2016.

Explanatory notes are included to assist Signatories to interpret requirements but they are not an operative part of this Deed.

On receiving a copy of an execution page of this Deed executed by an Industry Organisation the Secretariat shall update Schedule 1 to record that Industry Organisation as an industry Signatory.

2. BASIS OF THIS DEED

2.1. Preamble

Explanatory Note

Biosecurity is a shared responsibility and benefits all New Zealanders. This Deed establishes the basis for a transparent, consistent and equitable partnership between MPI and industry to improve biosecurity readiness and response outcomes. It outlines the principles of the partnerships between MPI and each industry Signatory. Together with what is prescribed in the Biosecurity Act 1993, this Deed also describes the rights, legal obligations, roles, responsibilities and commitments of each Signatory for delivering the Government Industry Agreement (GIA) outcomes. This Deed sets out governance arrangements for decision-making, resourcing and operations, which support the Deed's implementation.

In addition to this Deed, Signatories may agree to Operational Agreements, which define specific joint commitments they make for readiness and response activities. This Deed is the foundation document for all Operational Agreements. Each Operational Agreement is a separate agreement detailing specific commitments. The agreed commitments are binding on the Signatories of those Operational Agreements.

As required, the GIA Secretariat will issue non-binding guidance on policy and processes to implement the Deed.

Objective and outcome

- 2.1.1. The **objective** of this Deed is to enable Signatories to work collaboratively to prepare for and effectively respond to biosecurity risks.
- 2.1.2. The **outcome** of GIA will be reduced risk and actual harm caused by the entry and emergence of unwanted organisms to the New Zealand environment, primary sector, or community.
- 2.1.3. The partnership framework required to meet the objective and achieve the outcome is recorded in this Deed and any applicable Operational Agreements.

2.2. Principles for the Signatories to work in partnership

Explanatory Note

A set of agreed principles underpins this Deed and defines how the Signatories will work together. They are a reference point for ongoing evolution of readiness and response arrangements, and for resolving issues on matters that do not have an agreed policy and/or procedure.

The principles

- 2.2.1. Signatories are committed to working in good faith together to achieve better biosecurity and will at all times promote a collaborative culture of respect, trust, resource sharing, and open communication.
- 2.2.2. Signatories will work together transparently across all relevant aspects of biosecurity to reduce the risk and actual adverse effects of unwanted organisms to New Zealand.
- 2.2.3. Partnership between Signatories will involve joint decision-making and cost-sharing for biosecurity readiness and response activities.
- 2.2.4. Decision-making under this Deed will treat all Signatories consistently and will be by consensus except as otherwise agreed by the Signatories.
- 2.2.5. Specific joint readiness and response activities agreed between Signatories will be recorded in Operational Agreements.

- 2.2.6. Joint decision-making commences for responses as soon as the Deed has been signed by MPI and relevant industry Signatory(s).
- 2.2.7. Joint decision-making and cost-sharing for readiness will commence as recorded in an Operational Agreement(s).
- 2.2.8. The shares of costs for biosecurity readiness and response activities that each beneficiary contributes will be agreed after taking into account the proportion of the benefit of those activities that accrues to each beneficiary (be they Signatories or non-Signatories).
- 2.2.9. MPI will contribute costs attributable to non-Signatory beneficiaries and exacerbators and is responsible for recovering those costs where practicable, equitable, and consistent with international obligations.

2.3. Scope of this Deed

Explanatory Note

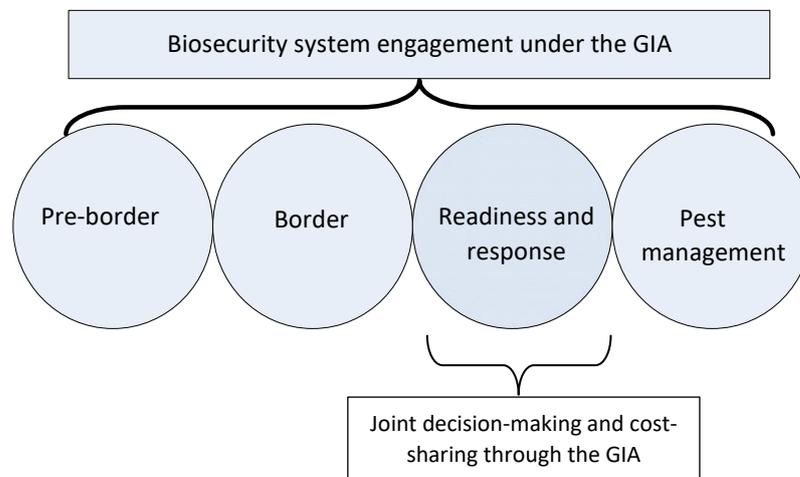
The scope definition makes clear what is dealt with under provisions of this Deed and what is dealt with under other processes.

The Biosecurity Act 1993 does not enable joint decision-making and cost-sharing for activities after a response has ended. Signatories could establish arrangements for joint decision-making and cost-sharing on activities subsequent to the end of a response, such as market access restoration, in an agreement that is separate from the GIA.

Included in the scope of this Deed are:

- 2.3.1. Engagement across the end-to-end biosecurity system.
- 2.3.2. Joint decision-making and sharing of costs for agreed readiness and response activities, including for unwanted organisms that:
 - a. are not present in New Zealand;
 - b. are present but not established, and can be eradicated or contained; or
 - c. are present and having different effects or there are new control methods and it is possible to eradicate or contain them, and they are not the subject of an existing pest management plan.

Figure 1: Deed scope with reference to the New Zealand biosecurity system



- 2.3.3. The term of a response:
- a. **commences** when the decision-makers for the response activity agree that a response should commence; and
 - b. **ends** when –
 - i the unwanted organism is confirmed to be eradicated; or
 - ii long term arrangements for controlling the unwanted organism have been developed for implementation; or
 - iii the decision-makers for the response activity decide that it is appropriate to take no action, or no further action, on the unwanted organism.

3. WHAT THE SIGNATORIES BRING TO THIS DEED

Explanatory Note

Signatories to this Deed are committed to contributing to the ongoing development and enhancement of New Zealand's biosecurity system, recognising the specific roles and responsibilities that MPI and industry have in achieving this outcome, and their existing investment in biosecurity.

3.1. Partnership in the wider biosecurity system

Explanatory Note

New Zealand's biosecurity system spans offshore, border, and onshore activities that mitigate the risk of introduction of pests and diseases, and minimise the impact of established organisms on the economy, environment and community. This Deed and its Operational Agreements recognise and acknowledge the effort and investment in the biosecurity system by Signatories and by the stakeholders they represent. They identify commitments that Signatories make to ongoing investment in readiness and response, through minimum commitments and other investment in priority unwanted organisms.

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).

3.1.1. **All Signatories** will work in collaboration with each other and other stakeholders to improve biosecurity outcomes through enhanced engagement across the biosecurity system. All Signatories will:

- a. Raise awareness of the benefits an effective biosecurity system brings to New Zealand.
- b. Actively promote behaviours that reduce both the risk of entry and the risk of spread of unwanted organisms.
- c. Participate in processes to actively identify, and take action to address, new and emerging biosecurity risks.
- d. Communicate with relevant Signatories any significant emerging biosecurity risk they become aware of, either in New Zealand or offshore, that may impact on the industry concerned, and discuss actions that might be warranted to achieve Deed outcomes.
- e. Be accountable to their GIA partners for their performance in managing the biosecurity risks that are their responsibility. This means that the Signatories are answerable to each other and have an expectation of account giving. It does not confer instructional authority on the Signatories to whom account is being given.
- f. Maintain and share with other Signatories, a list of key Signatory contacts across the biosecurity system.
- g. Meet in a biosecurity forum of all Signatories twice a year, or as agreed, for discussions on the biosecurity system.

3.1.2. MPI will manage the biosecurity risk created by the movement of goods, people and vessels across the border and will maintain or establish mechanisms for Signatories to become actively involved in the management of biosecurity risk across the biosecurity system. MPI will:

- a. Maintain appropriate capacity and capability for pre-border and border biosecurity risk management.
 - b. Undertake risk analysis and develop import health standards to achieve optimum biosecurity risk management, consistent with international and statutory obligations, and engaging with affected industry Signatories from an early stage.
 - c. Implement statutory standards and verifications to achieve improved biosecurity outcomes.
 - d. Implement a transparent process for assessing biosecurity system performance, to monitor and measure ongoing biosecurity operations and outcomes.
 - e. Apply the full suite of tools, interventions and sanctions across the compliance system to achieve better biosecurity outcomes.
 - f. Review standards and operations and modify these as necessary, based on performance information and changes in biosecurity risk.
 - g. Meet with each industry annually or as agreed, outside of the biosecurity forum, and provide a report of general and industry-specific biosecurity risk management outcomes, as the basis for bilateral discussions on the biosecurity risks for the industry and their management. Discussions may include: a review of the biosecurity risk profile of the industry; analysis of risk management measures in place to mitigate the entry and potential impact of priority unwanted organisms; performance of pre-border, border and post-border actions; new and emerging risks; and additional readiness and response actions that may be implemented through an Operational Agreement.
- 3.1.3. Each **industry Signatory** will actively engage with its members, and MPI, to manage the biosecurity risks that result from the movement of goods, people and vessels across the border, and to mitigate the potential impacts of those risks. Industry Signatories will:
- a. Engage and seek input from their members, including Māori, to promote greater understanding of the wider biosecurity system and enhanced involvement in the system.
 - b. Identify and prioritise unwanted organisms for their industry.
 - c. Engage with MPI to review biosecurity risk management practices that could impact New Zealand's or the industry's biosecurity risk profile.
 - d. Engage with MPI in the development of relevant import health standards, including the risk analyses that underpin them, through the provision of technical information and expertise.
 - e. Contribute to the development of import standards through statutory consultation processes as relevant to the industry.
 - f. Meet with MPI annually or as agreed, outside of the biosecurity forum. Discussions may include: a review of the biosecurity risk profile of the industry; analysis of risk management measures in place to mitigate the entry and potential impact of priority unwanted organisms; performance of pre-border, border and post-border actions; new and emerging risks; and additional readiness and response actions that may be implemented through an Operational Agreement.

3.2. Commitments

Explanatory Note

The commitments made by Signatories are the means for delivering Deed outcomes. Minimum commitments are drawn from the capacity and capability that Signatories contribute to the biosecurity system and are not eligible for cost sharing. They set the foundation of MPI and industry commitment to the partnership, and provide certainty and transparency as to the contribution of each Signatory. They reflect the role that industry organisations play in representing the interests of their members in the GIA.

Signatories acknowledge that the biosecurity capacity of industries is variable. There is, however, an expectation that all Signatories will have, as a minimum, the capacity and capability to participate in Deed governance processes, and to provide the specific resources necessary to achieve the outcomes of this Deed. Specific commitments of MPI and industries will be detailed in Operational Agreements.

3.2.1. **Minimum commitments for each Signatory** to achieve Deed outcomes include:

- a. Maintaining access to technical biosecurity capacity and capability.
- b. Maintaining or improving the capacity to recognise and rapidly report the detection of any unwanted organism.
- c. Promoting awareness and use of mechanisms to report changes in New Zealand's biosecurity status.
- d. Establishing and maintaining mechanisms to communicate between Signatories and with relevant stakeholders.
- e. Securing and maintaining sufficient resources to meet their commitments for the administration of this Deed including annual meetings, consultation and decision-making.
- f. Establishing or accessing the necessary capacity and capability to engage in processes to implement this Deed, and any Operational Agreements developed.

3.2.2. **Minimum MPI commitments** to this Deed and its implementation include:

- a. Maintaining a core competency to deliver effective response and readiness activities, including diagnostic and investigation capability, and to negotiate market access.
- b. Rapidly notifying potentially affected Signatories when a suspected unwanted organism is detected in New Zealand.
- c. Urgently establishing preliminary response arrangements consistent with Deed requirements and any Operational Agreements that may be in place, including initiating decision-making, cost sharing and impact/risk analysis processes.
- d. Managing trade and market access issues arising from the detection of the unwanted organism, and meeting international reporting obligations.
- e. Representing the interests of non-Signatories and other stakeholders, including Māori.
- f. When a response commences, the Crown will initially fund each industry Signatory's share of the response costs (a "Crown Loan") and seek repayment on terms as agreed pursuant to the relevant Operational Agreement.

3.2.3. **Minimum industry Signatory commitments** to this Deed and its implementation include:

- a. Being aware of the industry biosecurity risk profile and taking measures to manage the biosecurity risks that industry is best placed to manage.

- b. Communicating with industry membership, including Māori, on biosecurity in general to elicit better biosecurity outcomes.
- c. Working with MPI to integrate industry into response delivery programmes and processes.
- d. Raising awareness of response procedures and policies.
- e. Promoting early reporting of unwanted organisms to MPI.
- f. Making available appropriately skilled and committed people to engage in readiness and response activities, including technical and operational experts.
- g. Raising awareness within their membership, of the GIA and the commitments that have been made through this Deed and any Operational Agreement(s).

3.3. Exacerbators

Explanatory Note

Signatories consider that responsibility for biosecurity readiness and response costs should be shared between those undertaking risky activities (exacerbators) and those benefiting from the mitigation of risk delivered through readiness and response activities.

MPI has agreed to cover a fixed proportion of readiness and response costs in recognition of the following:

- Identifying exacerbators for a specific readiness or response activity is often not possible;
- Apportioning costs between exacerbators and beneficiaries for a specific readiness activity or response is very difficult; and,
- International agreements constrain the conditions under which costs can be recovered where exacerbators are importers.

Signatories accept that trade and travel benefit all New Zealanders, and accept that there is no such thing as nil risk in relation to the movement of goods, people and vessels. Biosecurity risks are identified and managed across the wider biosecurity system including offshore, at the border and post-border. They may be subject to international scrutiny and obligations.

- 3.3.1. MPI has agreed to pay 20 percent of readiness and response activity costs under an Operational Agreement, as the cost attributed to exacerbators. The beneficiary cost-share is applied to the remaining 80 percent of the activity costs.
- 3.3.2. MPI will recover costs from exacerbators where it is practicable and reasonable to do so. Any costs received will be retained by the Crown.
- 3.3.3. Signatories will work collaboratively to secure evidence of illegal actions and/or activities attributable to exacerbators, which have led to the introduction into New Zealand of an unwanted organism.

4. ADMINISTRATION OF THIS DEED

4.1. Governance

Explanatory Note

This Deed establishes a GIA Governance Group (the 'Governance Group') and GIA Secretariat (the 'Secretariat'), and the governance operations needed to administer this Deed and its provisions.

The Governance Group

- 4.1.1. Each Signatory to this Deed will be entitled to appoint one person to represent its organisation on the Governance Group.
- 4.1.2. Each member of the Governance Group will meet their own costs related to being appointed to the Governance Group.
- 4.1.3. The purpose of the Governance Group is to:
 - a. Have oversight of Deed processes; and
 - b. Give direction to the Secretariat.
- 4.1.4. The Governance Group will not have decision-making powers in terms of any financial or other commitments of any Signatory.
- 4.1.5. The Governance Group's primary responsibilities will be to:
 - a. Approve and monitor delivery of the annual work plan and budget for the Secretariat.
 - b. Approve policies and procedures that are developed by the Secretariat.
 - c. Consider and recommend to Signatories any amendments to this Deed.
 - d. Appoint, and monitor the performance of, the Secretariat.
 - e. Perform any other activity the Governance Group considers appropriate to deliver the outcome of this Deed.
- 4.1.6. The Governance Group will set operational rules required to implement the Deed outcome, and amend them when and if it sees fit. These rules may include variations to consensus decision-making and the circumstances in which they would be applied.
- 4.1.7. The Governance Group may establish any governance arrangements it considers necessary to implement this Deed, and delegate designated responsibilities to an executive committee, working group, sub-committee or individual. The Governance Group may also invite any other party or parties to participate in its deliberations, and confer whatever status it wishes on those parties, to assist it to implement this Deed.
- 4.1.8. The Governance Group may form any body corporate, trust, or similar body it considers useful to implement this Deed.

4.2. The Secretariat

Explanatory Note

The Secretariat facilitates implementation of the partnership described in this Deed.

- 4.2.1. The Secretariat will act in the interests of all Signatories and will not advocate the interests of one Signatory or group of Signatories over the interests of any other Signatory or group of Signatories.

- 4.2.2. The Secretariat's responsibilities will include:
- a. Facilitating the negotiation and drafting of Operational Agreements between Signatories.
 - b. Facilitating ongoing engagement in readiness and response activities between Operational Agreement Signatories, in support of delivering agreed outcomes.
 - c. Supporting and advising the Governance Group in its responsibilities as described in this Deed.
 - d. Developing policies and procedures for approval by the Governance Group.
 - e. Providing a repository for shared knowledge.
 - f. Calculating activity costs and payments for consideration and agreement by the relevant Signatories.
 - g. Any other activities directed by the Governance Group.
- 4.2.3. The Secretariat is accountable to the Governance Group for the effective and efficient performance of the responsibilities in 4.2.2.
- 4.2.4. In the period to 31 December 2019, MPI has agreed that it will provide all funding for the Secretariat. On this basis, MPI will also determine the level of resourcing that is appropriate for the Secretariat to carry out its role.
- 4.2.5. The Governance Group will review the Secretariat role and function before 30 June 2019, and will make recommendations to Signatories regarding:
- a. The ongoing existence of the Secretariat.
 - b. Any changes to its role and function.
 - c. Arrangements, including financial arrangements and preferred legal structure, which should be made for its ongoing operation.
- 4.2.6. If consensus cannot be reached by the Governance Group, the Secretariat will be disestablished on 31 December 2019.

4.3. Review and variation

Explanatory Note

The Deed will be reviewed periodically to ensure it remains current and delivers the outcome for which it was developed.

- 4.3.1. The Deed may be reviewed at any point as agreed by the Governance Group, but will be reviewed at least every five years.
- 4.3.2. The Governance Group will agree the Terms of Reference for any review.
- 4.3.3. Any aspect of this Deed may be varied on agreement of all Signatories.
- a. The Governance Group will review this clause (4.3.3) before 31 December 2017 and, if agreed, make recommendations to Signatories regarding the introduction of the use of majority voting to change this Deed.

4.4. **Withdrawing from this Deed**

Explanatory Note

Signatories can withdraw from this Deed, subject to the agreed procedures below, and in full understanding that commitments made up to the time of withdrawal will be met. This also applies to the liabilities incurred as a result of these commitments.

- 4.4.1. A Signatory may, by giving not less than six months' notice in writing to the Secretariat, withdraw from this Deed and terminate its participation in Deed processes.
- 4.4.2. A decision to withdraw from this Deed also denotes an intention to withdraw from any Operational Agreement(s) in force to which the Signatory is a partner.
- 4.4.3. The Minister for Primary Industries may remove an industry Signatory if it no longer meets the statutory requirements of an industry organisation for the purposes of signing the Deed.
- 4.4.4. Any Signatory withdrawing from this Deed will remain liable for liabilities incurred by the withdrawing Signatory up to the date on which the notice takes effect.
- 4.4.5. When a Signatory withdraws, the Secretariat will advise all other Signatories as soon as practicable and within 30 days of receiving a notice of withdrawal.

4.5. **Disputes**

Explanatory Note

This Deed recognises that disputes may arise and commits the Signatories to work in partnership so that disputes are resolved effectively.

- 4.5.1. In the spirit of partnership, in the event of a dispute between Signatories, the parties to the dispute will first ensure that decision-makers at an appropriate level in their organisations meet to attempt to resolve the dispute.
- 4.5.2. If the parties to a dispute are not satisfied with the outcome following clause 4.5.1 any party may initiate an agreed GIA disputes procedure as agreed from time to time by the Governance Group.

5. FINANCIAL ARRANGEMENTS

5.1. Cost-sharing

Explanatory Note

Certain costs associated with readiness and response activities, including in-kind contributions, are shared between MPI and industry.

- 5.1.1. Any cost-shares for readiness and response activities will be agreed by Signatories and recorded in Operational Agreements.
- 5.1.2. Signatories must ensure that they can meet their cost-sharing obligations.
- 5.1.3. Cost-shares will be determined in a transparent and equitable manner.
- 5.1.4. Where possible, cost-shares will be determined in advance before undertaking any readiness or response activities for an unwanted organism.
- 5.1.5. The agreed cost-shares for readiness and response activities under an Operational Agreement will be based on the categories set out in Schedule 2, unless otherwise agreed.
- 5.1.6. Industry will pay a maximum of 50 percent of the total cost of the readiness and/or response activity, as detailed in Schedule 2.
- 5.1.7. Minimum commitments are not eligible for cost-sharing.
- 5.1.8. Each cost-share represents the proportion of public to industry benefit that is likely to accrue in avoiding the impacts of the unwanted organism, as well as a fixed proportion to cover exacerbator costs. The proportion of public to industry benefit is determined by Signatories under an Operational Agreement. Signatories will:
 - a. Consider impacts of the unwanted organism on the public and industry (including non-Signatory industry beneficiaries).
 - b. Calculate benefits using a mixture of quantitative values (NZ dollars), where known, and qualitative statements when it is difficult to value in dollar terms.
 - c. Assess and agree the benefits achieved as a result of the activity over a one-year period assuming that: the unwanted organism spreads to its full possible range within New Zealand, no response has taken place, and minimal management options have been implemented; and then:
 - i calculate the proportion of public benefit to industry benefit and assign the response to one of the cost-share categories set out in Schedule 2.
 - ii determine whether additional non-financial components should change the classification to another cost-share category.
- 5.1.9. Final cost-shares are agreed by Signatories in accordance with the relevant Operational Agreement.
- 5.1.10. Costs may include cash expenditure or 'in-kind' contribution for readiness or response activities. Operational Agreements will specify who pays for costs in the first instance and how in-kind contributions will be valued. These contributions will be accounted for in the reconciliation of costs either at the end, or at intervals during the activity.
- 5.1.11. Where there are multiple industry Signatories to an Operational Agreement, the industry cost-share will be determined based on the proportional benefits to each industry (including any non-Signatory beneficiaries) in avoiding the impact of the unwanted organism.
- 5.1.12. Industry Signatories can set a fiscal cap, which sets a limit on its funding liabilities for cost-shared readiness and response activities. The amount proposed for a Signatory's cost-share

may not exceed the fiscal cap of that Signatory, as identified in the Operational Agreement, unless agreed in writing by the Operational Agreement Signatories.

- 5.1.13. Where Signatories are not able to agree cost-shares, any party may initiate the disputes process referred to in clause 4.5.1 above.

Treatment of non-Signatories

- 5.1.14. Where a non-Signatory to this Deed has been identified by the Operational Agreement Signatories as a beneficiary, MPI will meet that non-Signatory's share of shareable costs, but will seek to recover costs from that beneficiary non-Signatory pursuant to section 137 of the Biosecurity Act 1993 if it is considered equitable and efficient to do so. The Crown will retain all costs recovered from non-Signatories.

- 5.1.15. Signatories to the Deed agree that where there is an Operational Agreement to which they are not a signatory but they agree they are a beneficiary, that they will act in good faith to become a signatory to that Operational Agreement.

5.2. Financial processes

- 5.2.1. For readiness activities, costs will be budgeted prior to being incurred and allocated to Signatories as agreed in an Operational Agreement.

- 5.2.2. Following the completion of response activities, each Operational Agreement Signatory will provide information to the Secretariat on the costs incurred by that Signatory. The Secretariat will calculate the total cost of the activity and any amounts due from one Signatory to another.

- 5.2.3. All Signatories will have the opportunity to consider each other's submitted costs and agree those costs before finalisation.

6. IMPLEMENTING AGREEMENTS UNDER THIS DEED

6.1. Operational Agreements

Explanatory Note

Operational Agreements provide for joint decision-making and investment between Deed Signatories to achieve specific outcomes for enhanced readiness and/or response.

- 6.1.1. Signatories to this Deed can enter into Operational Agreements for readiness and/or response activities. Operational Agreements will involve MPI and one or more industry Signatories, and will be focused on achieving an agreed biosecurity outcome. Signatories may enter into one or more Operational Agreements.
- 6.1.2. Operational Agreements will describe arrangements to achieve outcomes related to:
 - a. Specific unwanted organisms;
 - b. Groups of unwanted organisms, or
 - c. Activities that improve overall biosecurity readiness and/or response.
- 6.1.3. Operational Agreements should consider (but need not be limited to):
 - a. Scope
 - b. Statement of potential impacts of the unwanted organism
 - c. Governance
 - d. Decision-making
 - e. Financial commitments, including cost-share, in-kind contributions, fiscal caps and/or budget as necessary
 - f. Specific commitments for each Signatory
 - g. Dispute settlement
 - h. Review and variation
 - i. Withdrawal processes and procedures, and obligations on withdrawing Signatories
 - j. Compensation, including any commitments under section 100Z(4)(e) of the Biosecurity Act 1993 that vary the compensation provisions in section 162A of that Act
 - k. Exacerbators, including identifying who they are and how their behaviours can change to mitigate risks
 - l. Non-Signatory beneficiaries, including how to engage/consult and cost-recover from them
 - m. Arrangements for negotiating market access
 - n. Specific issues relating to the broader biosecurity system.

6.2. **Withdrawing from Operational Agreements and/or readiness and response activities**

Explanatory Note

Signatories may elect to withdraw from some or all of the Operational Agreements that they have established.

- 6.2.1. Each Operational Agreement will set out the criteria and/or processes and conditions that enable Signatories to withdraw from the entire Operational Agreement, or from certain readiness and response activities covered by that Agreement.
- 6.2.2. Signatories that withdraw from an Operational Agreement or a particular activity undertaken as part of an Operational Agreement will remain liable for:
 - a. Liabilities incurred by other Signatories to that Operational Agreement up to the date on which the notice of withdrawal takes effect.
 - b. Any obligations entered into under an Operational Agreement(s), which have been committed to, prior to the Signatory giving notice.

6.3. **Organisms for which there is no Operational Agreement**

- 6.3.1. MPI will notify industries that it considers may be directly affected by an unwanted organism and for which there is no Operational Agreement, and it has determined that there is a biosecurity risk.
- 6.3.2. All relevant Signatories will meet as soon as possible to determine whether a response will be initiated under the GIA. If Signatories agree that a response should be initiated, an Operational Agreement for the newly detected unwanted organism will be agreed as soon as possible. Cost sharing commences when a response commences.

7. GLOSSARY

- 7.1. Beneficiary** A beneficiary is any person or party that obtains value from avoiding, delaying or reducing the impact of an unwanted organism. These impacts include:
- Increased costs of managing the unwanted organism
 - Additional costs of production
 - Production losses
 - Costs of creating new production systems
 - Environmental
 - Social/cultural including human health
 - Macro-economic
 - Market demand
 - Market access including preferred access from pest freedom status.
- 7.2. Consensus** Consensus means that no Signatory relevant to a decision is opposed even if some who are entitled to participate in a decision do not do so (it is assumed those who do not participate are not opposed), or if some Signatories have reservations but are not opposed. Where consensus cannot be reached initially, the parties will follow the GIA deemed consensus operational rule.
- 7.3. Cost-sharing** Cost sharing is applied to costs arising from specific readiness and response activities that are agreed by the Signatories to be over and above minimum commitments. Assessed cost-shares may be met through combinations of direct funding and contribution of in-kind resources as agreed by the Signatories.
- 7.4. Decision-maker** An individual nominated by a Deed Signatory, who will make decisions jointly with other Signatories.
- 7.5. Exacerbator** Any person (including any overseas tourist) or any organisation (including any importer of any goods), who by their action or inaction:
- a. contributes to the probability of, or causes, an incursion of any pest or disease, or
 - b. contributes to the continuance or aggravation of pest or disease management requirements, including incursion, surveillance or response.
- 7.6. Government Industry Agreement (GIA)** Government Industry Agreement for readiness or response means the agreement described in section 100Z of the Biosecurity Act, that is: the agreement is made by Deed between the Director-General and one or more industry organisations. The agreement consists of:
- a. for a party to the Deed that makes an Operational Agreement with the Director-General, the Deed and the Operational Agreement
 - b. for a party to the Deed that does not make an Operational Agreement with the Director-General, the Deed.
- 7.7. Readiness activity** A readiness activity means an activity undertaken to prepare to prevent or reduce the impact that an unwanted organism that is not present in New Zealand would have if it were to enter New Zealand; and may include contingency planning, capacity and capability building, surveillance to detect organisms, and market access contingency plans.

7.8. Response Activity

A response activity means an activity undertaken: (a) after an event described in (1) below; and (b) for a purpose described in (2) below.

- (1) The events are –
- (a) the detection of an unwanted organism not previously known to be present in New Zealand
 - (b) the appearance of different effects of an unwanted organism known to be present in New Zealand and capable of being eradicated
 - (c) the development of new control methods that could make it possible to eradicate an unwanted organism known to be present in New Zealand.
- (2) The purposes are –
- (a) to investigate the unwanted organism:
 - (b) to minimise the impact of the unwanted organism on natural and physical resources, human health, and overseas market access for New Zealand products:
 - (c) to control the spread of the unwanted organism:
 - (d) to reduce the geographical distribution of the unwanted organism:
 - (e) to eradicate the unwanted organism.

This may include investigation and identification (if possible) of suspect risk organisms, control of a risk organism by eradication or long-term management, and learning from response.

7.9. Unwanted organism

Part 1 section 2 of the Biosecurity Act 1993 defines ‘unwanted organism’. This means any organism that a chief technical officer believes is capable or potentially capable of causing unwanted harm to any natural and physical resources or human health; and

- (a) Includes—
- (i) any new organism, if the Authority has declined approval to import that organism; and
 - (ii) any organism specified in Schedule 2 of the Hazardous Substances and New Organisms Act 1996; but
- does not include any organism approved for importation under the *Hazardous Substances and New Organisms Act 1996*, unless—
- (i) the organism is an organism which has escaped from a containment facility; or
 - (ii) a chief technical officer, after consulting the Authority and taking into account any comments made by the Authority concerning the organism, believes that the organism is capable or potentially capable of causing unwanted harm to any natural and physical resources or human health.

8. EXECUTION

The Deed was signed by and on behalf of the Ministry for Primary Industries by its Director-General Martyn Dunne on 20 May 2014

Industry Signing Page

A separate signing page is prepared for each industry Signatory to sign this Deed as a deed.

SCHEDULE 1 – INDUSTRY SIGNATORIES**Explanatory Note**

This Schedule will be updated by the Secretariat from time to time to record the current industry Signatories to the Deed

Date became a party to GIA	Industry Organisation	Sector represented
20 May 2014	Kiwifruit Vine Health Incorporated & the KVH Foundation Incorporated	Kiwifruit, including Kiwiberry growers
22 July 2014	New Zealand Pork Industry Board	Commercial pork producing sector
3 December 2014	Pipfruit NZ Incorporated	Pipfruit sector that grows fresh pipfruit for consumption, including the Nashi sector
26 January 2015	The New Zealand Equine Health Association Incorporated	Equine
9 October 2015	Onions New Zealand Incorporated	Commercial onion growers
5 November 2015	The New Zealand Forest Owners Association Incorporated	Commercial plantation forestry
25 February 2016	NZ Avocado Growers' Association Incorporated	Commercial avocado growers
16 March 2016	New Zealand Citrus Growers Incorporated	Fresh citrus fruit growers
7 September 2016	Tomatoes New Zealand Incorporated	Commercial fresh tomato growers
8 November 2016	Vegetables New Zealand Incorporated	Commercial fresh vegetable growers
9 December 2016	Potatoes New Zealand Incorporated	New Zealand's commercial potato sector

SCHEDULE 2 – COST-SHARE CATEGORIES**Table 1.** Cost-share categories and associated exacerbator and beneficiary cost-shares.

Cost-share categories	Estimated benefit share (%)		Agreed cost-share *		
	Public	Industry	Exacerbator Contributed by MPI	MPI	Industry
1	10	90	20	30	50
2	20	80	20	30	50
3	30	70	20	30	50
4	40	60	20	32	48
5	50	50	20	40	40
6	60	40	20	48	32
7	70	30	20	56	24
8	80	20	20	64	16
9	90	10	20	72	8
10	100	0	20	80	0

* Minimum 50 percent contribution from MPI to readiness and response activities agreed under an Operational Agreement.