

# MEMORANDUM OF UNDERSTANDING BETWEEN MINISTRY FOR PRIMARY INDUSTRIES AND “INDUSTRY NAME”

This Memorandum of Understanding (MOU) is between the Ministry for Primary Industries (the Ministry) and “Industry Name” hereafter referred to as the Signatory Parties.

## 1 BACKGROUND

- 1.1 The Ministry is charged with leadership of the New Zealand biosecurity system. This encompasses a role in facilitating international trade, protecting the economy and health of New Zealanders and ensuring the welfare of our environment, flora and fauna, marine life and Maori resources.
- 1.2 New Zealand’s primary production industries are important to the New Zealand economy and they are mindful of the economic costs of harmful organisms to their production systems. Therefore they have a strong interest in and commitment to good biosecurity, as is demonstrated by substantial existing investment in this area.
- 1.3 Since the Ministry and New Zealand primary industries share a goal of protecting New Zealand from the adverse effects of an unwanted organism incursion, they have recognised that substantial advantages can be gained from adopting a collaborative approach to biosecurity management.
- 1.4 To be effective, a systems approach to biosecurity that integrates pre-border, border and post-border considerations is necessary.
- 1.5 In September 2009 the Government announced a range of measures to boost biosecurity readiness and strengthen partnerships with industry. One of the key components was the ability for primary industries and government to embark on joint decision making and cost sharing agreements for biosecurity readiness and response activities - the Government Industry Agreement (GIA). By agreeing readiness and response activities together, industry and government will develop a shared commitment and be able to ensure the best use of limited resources. Both parties will benefit from greater certainty about the likely nature of any response and the resources required. Since 2009, the Ministry and various New Zealand industries have met to discuss and design a model for how GIA might work best.
- 1.6 Given the significance and complexity of formalising a joint approach to biosecurity concerns, it was recognised that industries and the Ministry may need a period of preparation, information gathering and evaluation (covered by this MOU) in order to decide whether or not to proceed to signing the GIA Deed<sup>1</sup>. The diagram in Appendix 1 illustrates the overall process for signing the GIA. This MOU applies to the processes in stage 2 of the diagram.

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<sup>1</sup>The GIA Deed is the formal agreement between Signatory Parties. Once signed, the Deed will commit Signatory Parties to the terms of GIA.

## **2 PURPOSE OF THIS MOU**

- 2.1 This MOU commits the Signatory Parties to jointly engage in and resource a process for developing information for a business case and value proposition<sup>2</sup> for one or more unwanted organisms, in order to make a decision about whether or not to sign the GIA Deed. This MOU in itself does not commit either Signatory Party to signing the GIA deed.

## **3 PRINCIPLES**

- 3.1 An approach of partnership and acting in good faith is required between the Signatory Parties. This means this MOU has a focus on how to arrive at a mutually suitable position as opposed to specifying what each party will do in a large number of situations.
- 3.2 Consultation, collaboration and two-way communication will be a feature of the working relationship between the Signatory Parties at all times.
- 3.3 Whilst the scope of GIA is post border biosecurity readiness and response activity, it is understood that the activities discussed under this MOU will be considered in the broader context of the whole biosecurity system including pre-border, border and pest management activities related to the management of risks associated with relevant unwanted organisms.
- 3.4 Biosecurity impacts are multi-dimensional, and in recognising this, the Signatory Parties will endeavour to work with other MOU signatories and affected/interested groups who share a common biosecurity interest.
- 3.5 In practice the activities carried out under this MOU should:
- be fair and equitable between all signatories;
  - have an overall consistency of approach;
  - have appropriate accountability and reporting to partners and stakeholders; and
  - have transparency in process, communication and fiscal matters.

## **4 SCOPE**

- 4.1 This MOU applies to the Ministry and to an industry signatory (the Signatory Parties). It is expected that an industry signatory can demonstrate that it is representative of an industry, or that it is likely to be representative of that industry should it proceed to signing a GIA deed.

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<sup>2</sup> The term business case is used to mean the reasoning for initiating an investment; and considers value, risk and priority. Value proposition is used as the outcomes of the business case with benefits and value, relative to not proceeding.

- 4.2 For the purposes of this MOU, where an industry signatory represents one or more industry groups, the industry groups represented shall be listed in Appendix 2.
- 4.3 The diagram in Appendix 1 illustrates the overall process for signing the GIA. This MOU applies to the processes in stage 2 of the diagram.

## 5 ROLES AND RESPONSIBILITIES

- 5.1 The Signatory Parties are responsible for jointly establishing their work plan and its scope, budget and time lines. In developing the work plan, the Signatory Parties may take into account any pre-border and at border activities related to the management of relevant unwanted organisms.
- 5.2 Representatives of the Signatory Parties agree to meet within one month of the signing of the MOU to start to develop the joint work plan.
- 5.3 The work plan may include, but not be limited to the following activities:
- a. Priority unwanted organisms agreement  
The signatories to the MOU will agree the unwanted organism(s) that are priority unwanted organisms (these can be either an individual organism or a group of organisms);
  - b. Common biosecurity interest(s) identified  
Other industry signatories and affected/interested groups who share a common biosecurity interest may be identified and constituted into a working group for that priority unwanted organism. The working group may include technical experts and other advisers;
  - c. Baseline commitments  
Existing baseline commitments will be identified and costed/quantified. Additional potential baseline commitments may be identified during this process and one or more signatories may agree to undertake a new baseline commitment.
  - d. Exacerbators  
Exacerbators will be identified, and ways to stop or modify risk activities will be considered. Cost recovery from exacerbators (where possible) will be considered.
  - e. Readiness activities  
Readiness Activities are identified and costed including quantification of any in kind resourcing.
  - f. Response activities  
Response activities identified and costed including quantification of any in kind resourcing.
  - g. Cost share and allocation proportions negotiated and agreed;

- h. Allocation proportions applied to readiness and response costs  
The allocation proportions agreed as above will be applied to the readiness and response activities costed and quantified in sections d and e above;
  - i. Budgeted costs and any fiscal caps set  
Fiscal Caps agreed by the Signatory Parties;
  - j. Business case and value proposition developed  
The Signatory Parties will use the information developed in the above sections, and as appropriate to the industry situation, to develop a business case and value proposition that is relevant to that industry.
- 5.4 The industry signatory will be responsible for reporting back to its members and any groups that it represents on this MOU, on matters relating to this MOU. The Ministry signatory person is responsible for reporting back to MPI on matters relating to this MOU

## **6. RESOURCES**

- 6.1 The Signatory Parties shall each meet their own costs for activities associated with this MOU. Additional work may be funded by mutual agreement between the Signatory Parties taking into account both cash and in-kind contributions.

## **7. CONFIDENTIALITY**

- 7.1 The Signatory Parties shall clearly identify any confidential information as such and shall keep the information confidential, unless release of information is explicitly cleared with the relevant signatory party or is required under the Official Information Act 1982.
- 7.2 The Parties acknowledge that information held by government is subject to the Official Information Act 1982.

## **8. COMMENCEMENT, EXTENSION, AND TERMINATION**

- 8.1 It is expected that this MOU will be signed by the Signatory Parties for a period of one year with a right to extend by mutual agreement between the Signatory Parties.
- 8.2 This MOU may be terminated by either party giving one month's written notice to the other party, and after due discussion.

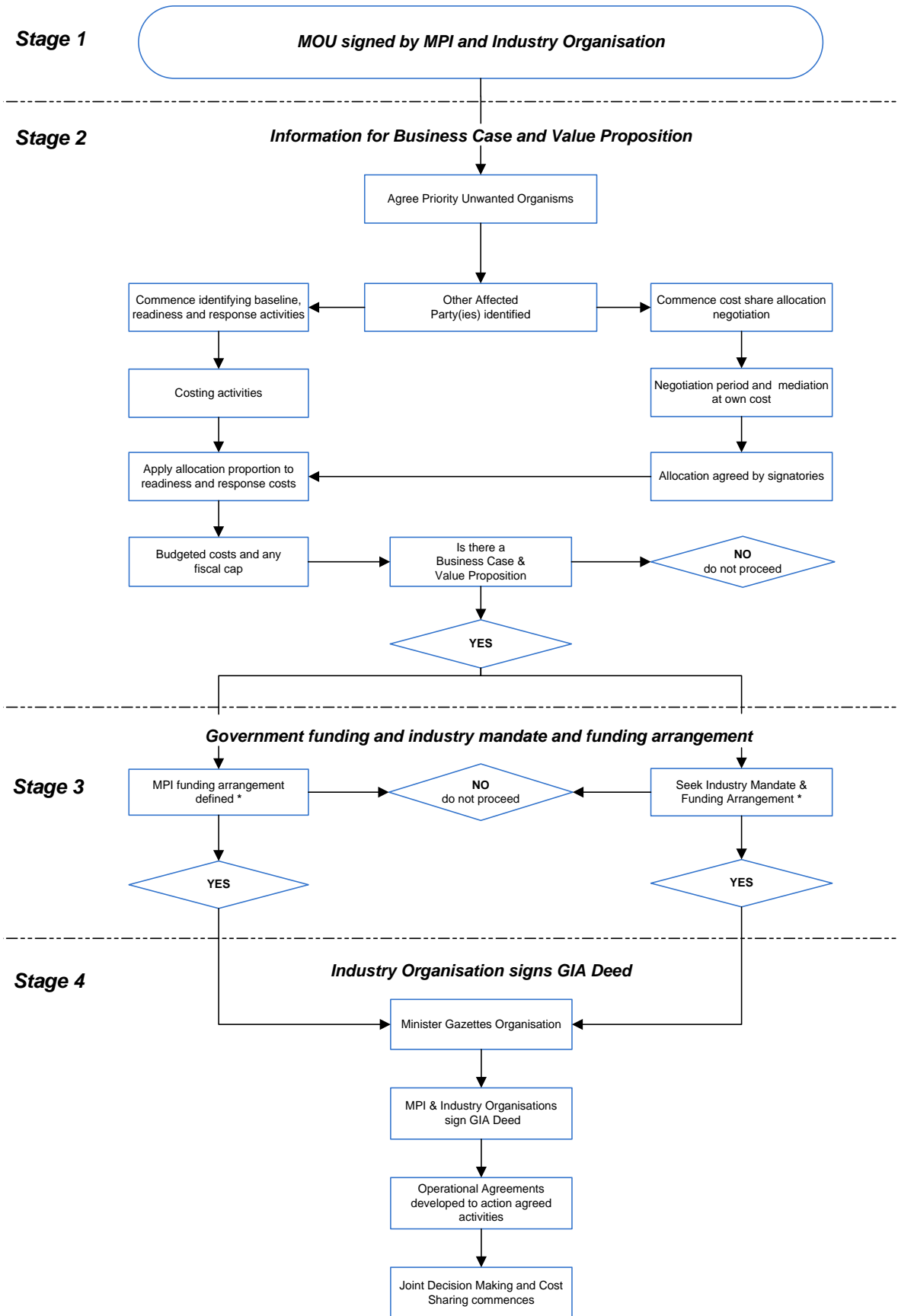
## 9. EXECUTION

	(INDUSTRY ORGANISATION)	MINISTRY FOR PRIMARY INDUSTRY
Signature		
Name		Wayne McNee
Position		Director General
Date		
Witness signature		
Witness name		
Witness occupation		
Address		
Date		

## 10. DATE OF EXTENSION:

	(INDUSTRY ORGANISATION)	MINISTRY FOR PRIMARY INDUSTRY
Signature		
Name		
Position		
Date of extensions		
Date		
Witness signature		
Witness name		
Witness occupation		
Address		
Date		

# APPENDIX 1 Guidance diagram



\* While the two boxes in Stage 3 appear in parallel it is likely that Industry would want to confirm the MPI funding arrangement before seeking mandate from their members.

**APPENDIX 2**

**LIST OF GROUPS REPRESENTED BY SIGNATORY INDUSTRY ORGANISATION**