

Terms of Reference

Background

The parties have developed a Fruit Fly Operational Agreement (OA) through shared commitment to the Government Industry Agreement. 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.

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 programme, for achieving this outcome.

Responsibilities

The Council will:

1. Represent the collective interests of Biosecurity New Zealand 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. Biosecurity New Zealand 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 and the Fruit Fly Technical Lead, 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.
7. Approve the annual report, as necessary.
8. Appoint and agree to fund the Administrator as a readiness activity, who will be responsible for:
 - 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.
 - General administration duties including, arranging, minute taking and reporting (including clause 7.3).
 - Providing project and programme management services
 - Where agreed, holding contracts for delivery of work programme activities.
 - Funding administration (clause 10.9).
 - Managing Conflict of Interest (clause 15).
 - Variations (clause 17.8).
 - Communications (clause 7.4).
 - Holding and verifying cost shares (Schedule B: Cost shares).

Modus operandi

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

1. Elect a Chair from its members or appoint an independent Chair, who will lead with impartiality and drive the group to achieve OA outcomes. Key duties and attributes of the Chair role are:
 - Chairing meetings of the Council
 - Setting meeting agendas with the Administrator
 - Oversighting the Administrator
 - Providing guidance to any Technical Working group (or similar) established
 - Acting as spokesperson for the Council (including in the media)
 - Any representational duties required, including at the GIA Deed Governance Group
 - A role in dispute management and decision making as set out in the OA.

The Chair has no casting vote.

If the Chair is elected from amongst signatory representatives, that party will meet any associated costs as a minimum commitment. Any independent Chair will be funded on the same basis as the Administrator cost share.

The Chair will be elected at least annually, and the same individual can be re-elected for further terms. The Chair can be removed by consensus as set out in the OA, with any party wishing to move such a decision giving at least one month's notice via the Administrator.

If the Chair is absent for any FF Council meeting the signatories present at that meeting can elect one of their number to Chair that particular meeting.

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.) for the following year
- Review the Terms of Reference
- Review the Strategy
- Review any other matters FFC determines
- Review the Biosecurity NZ reporting requirements

3. 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.

4. Develop and approve readiness project briefs and append to the OA when initiated.

5. Be responsible for reporting progress and issues to their own organisations, subject to any identified commercial sensitivities.

Attendance

Meetings will be attended by:

- The Designated Decision Maker of each Party to the OA (as defined in clause 23.2 of the OA Standard Terms and Conditions).
- 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, Biosecurity New Zealand project team members, the Chair of any technical working groups established by the Council etc.
Observers
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.

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 Clauses 6, 7 and 8 of the Fruit fly OA.

Reporting

As directed by the FFOA, the parties have agreed at the time of the initial agreement to these TOR that Biosecurity NZ will provide reports to the industry parties to assist those parties have confidence in the wider biosecurity system for Fruit Flies. The agreed reporting is:

Six-monthly written reports to FFC

- Updates on the fruit fly host import pathway – this will include reporting on border detection statistics, and other pathway reporting on a case-by-case basis.
- Reporting on the Biosecurity New Zealand audit programme, including summary information on individual audits, (whilst ensuring confidentiality is not breached and the on-going cooperation and openness of those being audited is not compromised)
- Performance of the national surveillance system
- Awareness of PHEL fruit fly work and maintenance of laboratory capacity
- Relevant import health standard work (also noting that affected parties are individually informed of relevant work and engaged in consultation processes).

Monthly fruit fly reports during the high-risk season

Notification protocols

Detections of Fruit Fly at the border, and any post border detections will be reported to the FFC Chair by Biosecurity NZ as soon as possible (and in any event before any media announcements) and subject to any notification protocol agreed amongst FFC members. Such notifications may be via phone call, email, or written report depending on the specific circumstances and urgency.

Initial reporting period, and review

These reporting requirements will be reviewed annually, but in any event will stay in force unless the parties agree otherwise.

The six-monthly reporting periods will align with the generally accepted Fruit Fly risk seasons – that is low-risk 1 June to 30 November with the reporting due by 31 January; and the high-risk period from 1 December to 30 May and the reporting due by 31 July.