

**AUSTRALIAN ANIMAL HEALTH COUNCIL LIMITED  
COMMONWEALTH OF AUSTRALIA  
THE STATE OF QUEENSLAND  
THE STATE OF NEW SOUTH WALES  
THE STATE OF VICTORIA  
THE STATE OF SOUTH AUSTRALIA  
THE STATE OF TASMANIA  
THE STATE OF WESTERN AUSTRALIA  
THE NORTHERN TERRITORY OF AUSTRALIA  
THE AUSTRALIAN CAPITAL TERRITORY  
AUSTRALIAN CHICKEN MEAT FEDERATION INC.  
AUSTRALIAN EGGS LIMITED  
AUSTRALIAN DAIRY FARMERS LIMITED  
CATTLE COUNCIL OF AUSTRALIA INC.  
AUSTRALIAN PORK LIMITED  
SHEEP PRODUCERS AUSTRALIA LIMITED  
WOOLPRODUCERS AUSTRALIA LIMITED  
AUSTRALIAN LOT FEEDERS' ASSOCIATION INC.  
GOAT INDUSTRY COUNCIL OF AUSTRALIA  
RACING AUSTRALIA LIMITED  
HARNESS RACING AUSTRALIA INC.  
AUSTRALIAN HORSE INDUSTRY COUNCIL  
EQUESTRIAN AUSTRALIA LIMITED**

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**GOVERNMENT AND LIVESTOCK INDUSTRY COST SHARING DEED  
IN RESPECT OF EMERGENCY ANIMAL DISEASE RESPONSES**

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**VERSION No. 19/01 – 06/19**

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**THIS DEED** is made on

**BETWEEN**

**AUSTRALIAN ANIMAL HEALTH COUNCIL LIMITED (ABN 86 071 890 956)**

of Level 2, 95 Northbourne Ave, Turner ACT 2612 (**"Animal Health Australia"**)

**THE COMMONWEALTH OF AUSTRALIA** (acting through its Department of Agriculture and Water Resources) (**"Commonwealth"**)

**THE STATE OF QUEENSLAND** (acting through its Department of Agriculture and Fisheries) (**"Queensland"**)

**THE STATE OF NEW SOUTH WALES** (acting through NSW Department of Primary Industries) (**"New South Wales"**)

**THE STATE OF VICTORIA** (acting through its Department of Jobs, Precincts and Regions) (**"Victoria"**)

**THE STATE OF SOUTH AUSTRALIA** (acting through its Department of Primary Industries and Regions South Australia) (**"South Australia"**)

**THE STATE OF TASMANIA** (acting through its Department of Primary Industries, Parks, Water and Environment) (**"Tasmania"**)

**THE STATE OF WESTERN AUSTRALIA** (acting through its Department of Primary Industries and Regional Development) (**"Western Australia"**)

**THE NORTHERN TERRITORY OF AUSTRALIA** (acting through its Department of Primary Industry and Resources) (**"Northern Territory"**)

**THE AUSTRALIAN CAPITAL TERRITORY** (acting through its Parks and Territory Services) (**"ACT"**)

**AUSTRALIAN CHICKEN MEAT FEDERATION INC (ABN 24 077 883 026)**

**AUSTRALIAN EGGS LIMITED (ABN 53 707 495 486)**

**AUSTRALIAN DAIRY FARMERS LIMITED (ABN 76 060 549 653)**

**CATTLE COUNCIL OF AUSTRALIA INC (ABN 35 561 267 326)**

**AUSTRALIAN PORK LIMITED (ABN 83 092 783 278)**

**SHEEP PRODUCERS AUSTRALIA LIMITED (ABN 21 256 252 885)**

**WOOLPRODUCERS AUSTRALIA (83 124 570 832)**

**AUSTRALIAN LOT FEEDERS' ASSOCIATION INC (ABN 16 009 928 018)**

**GOAT INDUSTRY COUNCIL OF AUSTRALIA (ABN 65 501 208 347)**

**RACING AUSTRALIA LIMITED (ABN 89 105 994 330)**

**HARNESS RACING AUSTRALIA INC (ABN 19 877 460 923)**

**AUSTRALIAN HORSE INDUSTRY COUNCIL (ABN 18 080 921 660)**

**EQUESTRIAN AUSTRALIA LIMITED (ABN 19 077 455 755)**

## **1. RECITALS**

- A. The Parties wish to establish a mechanism to facilitate the making of rapid responses to, and the control and eradication or containment of, certain animal diseases including:
- (a) facilitating immediate reporting of suspect Emergency Animal Diseases by providing financial disincentives for any failure to report;
  - (b) facilitating an early and comprehensive response to an Emergency Animal Disease, to define the nature of the disease and contain its spread;
  - (c) providing that Parties which fund a response to an Emergency Animal Disease have a role in decision making about the response and its funding;
  - (d) defining funding responsibilities up to certain limits for each Emergency Animal Disease including providing a framework wherein:
    - (i) the beneficiaries of the eradication or containment of a disease pay an appropriate and equitable proportion of the costs of mounting a response;
    - (ii) no one person/organisation is made better or worse off as a result of reporting a disease incident or suspected disease incident; and
    - (iii) there is appropriate accountability by a Party to all of the Parties who fund a response to an Emergency Animal Disease.
- B. The Parties wish to establish that mechanism in the manner set out in this Deed having regard to agreed Principles for proportional funding and an agreed Framework for Cost Sharing. In so doing, the Parties acknowledge:
- (a) the responsibilities of the Commonwealth and/or the State and Territory agencies in managing the eradication or containment of animal disease within their jurisdictions;
  - (b) the need for goodwill and cooperation between all Parties in the operation of the mechanism; and
  - (c) the fact that it is not intended that Cost Sharing principles apply to consequential loss suffered by a Party.

## **OPERATIVE PROVISIONS:**

### **2. INTERPRETATION**

#### **2.1 Definitions**

In this Deed, unless the contrary intention appears:

**“AAHL”** means the Australian Animal Health Laboratory.

**“ACVO”** means the Australian Chief Veterinary Officer, the individual holding the position of the Chief Veterinary Officer of the Commonwealth of Australia.

**“Affected Parties”** are those of the Commonwealth, State and Territory Governments and any Industry Parties who are affected by an Incident or an outbreak of an EAD.

**“AGMIN”** means the Agriculture Ministers’ Forum consisting of the Australian, State and Territory and New Zealand ministers with responsibility for primary industries matters.

**“Animal Health Committee”** (AHC) is a committee whose members are the Commonwealth and State and Territory CVOs, the Director of the Australian Animal Health Laboratory (CSIRO AAHL) and the Director of Environmental Biosecurity in the Commonwealth Department of Sustainability, Environment, Water, Population and Communities.

**“AUSVETPLAN”** means the Australian Veterinary Emergency Plan.

**“Biosecurity”** means a set of measures designed to protect a population from transmissible infectious agents at national, regional and individual farm levels.

**“CCEAD”** means the Consultative Committee on Emergency Animal Diseases which is a Committee of technical representatives of the Parties established in accordance with **clause 12.2**.

**“Commencement Date”** means the date determined in accordance with **clause 3.1(b)**.

**“Compensation”** has the meaning given by legislation applicable to the Lead Agency(s) from time to time.

**“Confidential Information”** means all know-how and commercially valuable or sensitive information (in whatever form) disclosed by a Party for the purposes of this Deed, but does not include information that:

- (a) is already in the public domain or, after the date of this Deed, becomes part of the public domain otherwise than as a result of an unauthorised disclosure by the receiving Party or its representatives;
- (b) is or becomes available to the receiving Party from a third party lawfully in possession of that information and who has the lawful power to disclose such information to the receiving party on a non-confidential basis;

- (c) was in the lawful possession of the receiving Party without restrictions as to its use or was developed independently by the receiving Party (as shown by its written record or other competent evidence) prior to the date of disclosure to it under this Deed; or
- (d) the receiving Party is required by law to disclose.

**“Consensus”** means the making of decisions by general agreement (which may involve a measure of compromise necessary to ensure a workable outcome), and that none of the Parties actively participating in the decision-making process opposes the decision.

**“Cost Sharing”** is the process of Government and Industry Parties’ proportional funding of an EADRP as described in this Deed.

**“CVO”** means the individual holding the position of the Chief Veterinary Officer of each State and Territory.

**“Department of Agriculture and Water Resources”** means the Commonwealth Department of Agriculture and Water Resources or such other Commonwealth Department as may, during the term of this Deed, have responsibility for the subject matter of this Deed.

**“Disease Strategy”** is a published AUSVETPLAN disease strategy or one developed in summary form for the purposes of this Deed.

**“EADP”** means Emergency Animal Disease Preparedness.

**“Efficiency Advocate”** is a person appointed, according to **clause 13.3(a)**, to assist with the implementation of an EADRP in accordance with the requirements of the EADRA and the agreed EADRP. The intent is to provide assurance to the Parties that a Cost Shared response is being conducted as described in an effective and efficient manner.

**“Emergency Animal Disease”** or **“EAD”** is a disease that has met one or more of the following criteria:

- (a) It is a known disease that does not occur in endemic form in Australia, including without limitation the diseases listed in **Parts 1.2 to 1.5** inclusive of **Schedule 3**, and for which it is considered to be in the national interest to be free of the disease.
- (b) It is a variant form of an endemic disease which is itself not endemic, caused by a strain or type of the agent, which can be distinguished by appropriate diagnostic methods, and which if established in Australia, would have a national impact.
- (c) It is a serious infectious disease of unknown or uncertain cause, which may on the evidence available at the time, be an entirely new disease,



or one not listed in the categorised disease list set out in **Parts 1.2 to 1.5 inclusive of Schedule 3**.

- (d) It is a known endemic disease, but is occurring in such a fulminant outbreak form (far beyond the severity expected), that an emergency response is required to ensure that there is not either a large-scale epidemic of national significance or serious loss of market access.

**“Emergency Animal Disease Categorisation Panel” or “EADCP”** means a group convened according to **Part 4 of Schedule 3** that will advise on changes to the existing categorisation of an EAD and/or consider the appropriate category for a new disease.

**“Emergency Animal Disease Response Agreement” or “EADRA”** means “Government and Livestock Industry Cost Sharing Deed in Respect of Emergency Animal Disease Response” as amended from time to time.

**“Emergency Animal Disease Response Plan” or “EADRP”** means a documented plan detailing the response to an EAD that is, in accordance with **Part A of Schedule 4**, developed by the Lead Agency(s) CVO and endorsed by the CCEAD and the NMG and which is subject to Government and Industry Parties’ Cost Sharing in accordance with this Deed.

**“Emergency Response Phase”** has the meaning given in **clause 6.2**.

**“Financial Auditor”** means a person who is a registered company auditor, or a firm with at least one member who is a registered company auditor, under the provisions of the Corporations Act 2001.

**“Government Representative”** means an appropriately authorised person who represents each government Party at CCEAD or NMG and to whom a relevant Public Service Act applies with respect to confidentiality.

**“GVP”** means the Gross Value of Production in a particular Industry as calculated in August each year as based on a rolling three year average, using the Australian Bureau of Statistics (ABS) data for the current year and the ABS results for the two preceding years (or the most recently published Australian Bureau of Agricultural and Resource Economics and Sciences (ABARES) forecast, if ABS data is not available, or an estimate agreed by the Relevant Parties).

**“Incident”** means the occurrence of a confirmed or reasonably held suspicion of an EAD

**“Incident Definition Phase”** has the meaning given in **clause 6.1**.

**“Industry”** means any field of animal endeavour affected by the diseases included in **Schedule 3**.

**“Industry Representative”** means an appropriately authorised person who represents each Industry Party at CCEAD or NMG.

**“Industry Party”** means a Party which:

- (a) is a member of Animal Health Australia; or
- (b) was an associate member of Animal Health Australia as at 30 June 2015 and has remained as associate member of Animal Health Australia continuously since that time,

and which is nationally representative of an Industry.

**“LCC Liaison – Livestock Industry function”** means a representative of an affected Industry Party who performs a liaison function and acts as the official conduit between the Incident Management Team at the Local Control Centre (LCC) and the affected industry(s) as described in AUSVETPLAN.

**“Lead Agency(s)”** means the department or agency within the Commonwealth and/or each State(s) or Territory(s) which is responsible for leading the conduct of an EADRP within the Commonwealth and/or a State(s) or Territory(s) in accordance with the procedures set out in **Part A of Schedule 4**.

**“Meeting”** means participation in meetings which includes participation in person or by:

- (a) telephone;
- (b) videoconference; or
- (c) any other means of communication.

**“Non Member Party”** has the meaning given in clause 4.6.2.

**“National Emergency Animal Disease Management Group”** or **“NMG”** means a group which will approve/not approve the invoking of Cost Sharing following advice from the CCEAD of an appropriate Emergency Animal Disease Response Plan and manage, on behalf of the Affected Parties, the national policy and resourcing needs of an EADRP, as described in **Part 1 of Schedule 8**.

**“Normal Commitments”** means a Party’s business as usual costs that underpin a Party’s capability and capacity to detect and respond to a suspect or confirmed EAD in a manner and extent consistent with this Deed and AUSVETPLAN. Normal Commitments are a Party’s activities and resource commitments to EAD management that are not eligible for Cost Sharing.

“**OIE**” means Office International des Epizooties or World Organisation for Animal Health.

“**Operative Date**” means the date determined in accordance with **clause 3.1(a)**.

“**Owner**” means, as applicable, the owner(s) of animals or a property which is subject to an Incident or the outbreak of an EAD, or their authorised representative(s).

“**Party**” means a party to this Deed and “**Parties**” means two or more of the Parties to this Deed.

“**Proof of Freedom Phase**” has the meaning given in **clause 6.3**.

“**Relevant Parties**” means, in respect of the taking of a decision or action, the Parties who are affected by the decision or action.

“**Representative**” means a person notified in writing to Animal Health Australia by a Party as authorised to act on behalf of a Party in respect of an EADRP (which in the case of Industry Parties means their Industry Representative and in the case of government Parties means their Government Representative).

“**Required Insurance**” means those insurances specified in **clause 29**.

“**SCC Liaison – Livestock Industry function**” means a representative of an affected Industry Party who performs a liaison function and acts as the official conduit between the Coordination Management Team at the State Coordination Centre (SCC) and the affected industry(s) as described in AUSVETPLAN.

“**Shared Costs**” means those costs that are shared by the Parties as described in **clause 10** and which are incurred in the course of conducting an EADRP.

## **2.2 Interpretation**

In the interpretation and application of this Deed, the principles set out in **Schedule 1** will apply, unless the context requires otherwise.

## **3. TERM OF THIS DEED**

### **3.1 Commencement Date, Operative Date and Ending Date**

(a) This Deed will commence, in respect of its general applicability (**Operative Date**), when the Deed has been executed by:

- (i) Animal Health Australia; and
- (ii) each of the Government Parties

and will be binding on those Parties which are signatories following that time.

- (b) This Deed will commence, in respect of its applicability to a particular EAD (**Commencement Date**), when the Deed has been executed by:
  - (i) Animal Health Australia;
  - (ii) each of the Government Parties; and
  - (iii) all of the Industry Parties which are Affected Parties in respect of that particular EAD.

and will be binding on those Parties which are signatories following that time.

- (c) This Deed will continue until the Parties agree to terminate the Deed.

### **3.2 Review**

The terms of this Deed will be reviewed by the Parties in the light of experience of its operation. The review is to commence no more than five years from the Commencement Date and every five years thereafter.

### **3.3 Continuing provisions**

Where this Deed has ended either by termination, rescission or otherwise, the following provisions survive and the Parties will continue to be bound by them:

- (a) **clauses 4.3(a), 4.4(e), 4.5(c), 11, 13.1, 18.5, 20, 21, 26, 28, 29 and 31;** and
- (b) such other provisions of this Deed as are necessary to give full force and effect to those clauses including (but not limited to) interpretational clauses and clauses containing definitions.

## **4. ADMISSION WITHDRAWAL AND REMOVAL OF PARTIES**

### **4.1 Application for Admission**

A body which is nationally representative of an Industry and which is, or is becoming, a Member of Animal Health Australia in the group of Industry Organisations as defined in Animal Health Australia's Constitution, may, by application in writing to Animal Health Australia, apply to become a Party to this Deed. An application may not be conditional on amendment of the Deed. An application is to identify the Industry and provide details of the membership and purposes of the body. Animal Health Australia will:

- (a) circulate the application to existing Parties;
- (b) coordinate inquiries or discussion between the applicant and existing Parties; and
- (c) advise existing Parties of the outcomes of any inquiries or discussions with an applicant Industry body.

## 4.2 Admission

- (a) Admission of a party that is not an original Party to this Deed will be by unanimous vote of existing Parties (other than any Party that is representative of the same Industry as the applicant) to be taken at a meeting to be convened by Animal Health Australia not more than 6 months following receipt of the application.
- (b) A body will become a Party to this Deed upon it and Animal Health Australia (on behalf of the other Parties) executing a Deed of Accession to this Deed in the form of **Schedule 12.1**.

## 4.3 Withdrawal of a Party from the Deed

Any Party other than Animal Health Australia may, by not less than 6 months' notice in writing to each other Party, withdraw from this Deed by termination of its participation in this Deed provided that where it does so:

- (a) it will remain liable for:
  - (i) liabilities accrued to other Parties up to the date on which the notice takes effect; and
  - (ii) any obligations in respect of Cost Sharing arising pursuant to an EADRP which has been adopted prior to it giving the notice; and
- (b) the remaining Parties will continue to be bound by the Deed, to the extent that performance of their obligations is not rendered impossible by the withdrawal from participation in the Deed.

Where a Party withdraws, Animal Health Australia will within 30 days of receiving notice of withdrawal convene a meeting of remaining Parties to consider the implications for the Deed of the withdrawal of that Party.

## 4.4 Replacement of an Industry Party

- (a) An Industry Party which:
  - (i) is proposing to cease to exist; or
  - (ii) has changed, or is proposing to change, its structure, nature or legal identity so that in either case it may no longer represent its industry nationally;

must, by written notice, advise Animal Health Australia of the relevant facts and of its withdrawal from this Deed. The Industry Party may, with the agreement of the body concerned, nominate a body that is or will shortly be capable of representing the industry in respect of this Deed ('**Replacement Body**').

- (b) The Replacement Body may, by application in writing, apply to Animal Health Australia to become a party to this Deed to represent the industry in place of the existing Industry Party. The Replacement Body must agree to:
  - (i) assume responsibility for the liabilities accrued by the existing Industry Party to the other Parties up to the date that the Replacement Body becomes a Party;
  - (ii) meet the reasonable costs of Animal Health Australia in inquiring into the application; and
  - (iii) accept any obligations in respect of Cost Sharing arising pursuant to an EADRP for which the existing Industry Party may be liable.
- (c) Animal Health Australia must:
  - (i) circulate to existing Parties the written notice from the Industry Party and the application from the Replacement Body;
  - (ii) inquire into and/or discuss the application with the existing Industry Party and the Replacement Body; and
  - (iii) advise the existing Parties of the outcomes of any inquiries and discussions with the Industry Party and the Replacement Body.
- (d) The Replacement Body will become a Party, and the existing Industry Party will cease to be a Party; upon:
  - (i) the unanimous agreement of the Parties (other than the existing Industry Party) that the Replacement Body become a Party; and
  - (ii) the Replacement Body and Animal Health Australia (on behalf of the other Parties) executing a Deed of Accession to this Deed set out at **Schedule 12.2** in which the Replacement Body takes on the obligations and liabilities of the Industry Party.
- (e) The Industry Party being replaced will remain liable for any liabilities accrued to other Parties prior to the date of its withdrawal, except to the extent that they are met by the Replacement Body.

#### 4.5 Removal

- (a) Where an Industry Party:
  - (i) fails to comply with the terms of this Deed; or
  - (ii) in the view of all other Parties, is no longer representative of its Industry,

the other Parties may remove that Industry Party from participation in this Deed, provided that, the Industry Party is advised, in writing by Animal Health Australia, of the reasons for the proposed removal and is afforded the opportunity to make written submissions to, and to be heard by, the other Parties.

- (b) Removal of the Industry Party must be by unanimous agreement of all Parties other than the Industry Party, upon which agreement the Industry Party will cease to be a Party to this Deed.
- (c) The Industry Party will remain liable for:
  - (i) liabilities accrued to other Parties up to the date on which it is removed as a Party; and
  - (ii) any obligations in respect of Cost Sharing arising pursuant to an EADRP which has been adopted prior to its removal.

#### **4.6 Requirement for Parties to maintain membership of Animal Health Australia**

**4.6.1** In order to remain a Party to this Deed, a Party must:

- (a) continue to be a member of Animal Health Australia; or
- (b) have been an associate member of Animal Health Australia continuously since 30 June 2015.

**4.6.2** In the event that a Party:

- (a) ceases to be a member of Animal Health Australia; or
- (b) if it was an associate member of Animal Health Australia on 30 June 2015, ceases to be an associate member of Animal Health Australia,

(in either case a Non Member Party), Animal Health Australia must give that Non Member Party a notice (Notice of Intention to Terminate) which:

- (a) sets out an intention to terminate the Non Member Party as a Party to this Deed; and
- (b) invites the Non Member Party to make submissions to the other Parties as to why it should not be terminated as a Party to this Deed.

**4.6.3** If the Non Member Party wishes to respond to the Notice of Intention to Terminate, it must respond in writing to Animal Health Australia within 28 days of receipt of the Notice of Intention to Terminate.

**4.6.4** If Animal Health Australia receives a response pursuant to **clause 4.6.3** within 28 days, it must circulate that response to the other Parties and the Parties must consider that

response within a further 28 day period. Animal Health Australia must determine the means by which that consideration will be undertaken.

**4.6.5** In the event that the Non Member Party either:

- (a) does not respond to the Notice of Intention to Terminate within 28 days; or
- (b) responds to the Notice of Intention to Terminate within 28 days but, following circulation of the response to the other Parties and their consideration of it, all of the other Parties have not within a further 28 days and by unanimous agreement, determined to take another course;

Animal Health Australia must:

- (a) give the Non Member Party a notice of termination of it as a Party to this Deed; and
- (b) then take such administrative steps as are necessary to give effect to that termination,

and **clause 4.5(c)** will apply to the Non Member Party.

**5. REPORTING OF EMERGENCY ANIMAL DISEASES**

**5.1 Obligation to advise of an EAD within 24 hours**

- (a) For the purposes of Cost Sharing under this Deed, the Government Parties undertake:
  - (i) to give Formal Notification to the CCEAD within 24 hours of becoming aware of an Incident; and
  - (ii) to take all reasonable steps to ensure that persons within their jurisdiction (including public and private veterinarians and public and private laboratories) advise the Government Party within 24 hours of becoming aware of an Incident, so that that Government Party can advise the CCEAD in accordance with **clause 5.1(a)(i)**; and
- (b) The Industry Parties undertake to take reasonable steps to advise their members and other participants as considered appropriate by the Industry Parties in their Industry to notify the applicable authority within 24 hours of becoming aware of an Incident so that the CVO can notify the CCEAD in accordance with **clause 5.1(a)(i)**.

Note: “**Formal Notification to the CCEAD**” occurs when the Lead Agency(s) notifies the Chair of the CCEAD, either orally or in writing, that it is confirmed or suspected on reasonable grounds that an Emergency Animal Disease situation exists within the Commonwealth and/or a State or Territory.



## **5.2 Effect of failure of the Lead Agency(s) Party to advise of an EAD within 24 hours**

Payment to a Lead Agency(s) Party pursuant to this Deed for action taken by that Party in accordance with this Deed ("**Claimant**") will not be made unless:

- (a) the Claimant gave a Formal Notification of the Incident in accordance with **clause 5.1(a)(i)**; or
- (b) the NMG determines on the advice of CCEAD that a Claimant has in particular circumstances acted appropriately and that, despite the requirements of **clause 5.1**, payment should otherwise be made to a Claimant in respect of a period more than 24 hours prior to the reporting of an Incident.

## **6. PHASES OF AN EMERGENCY ANIMAL DISEASE RESPONSE**

### **6.1 Incident Definition Phase**

This is the investigation period following Formal Notification to the CCEAD, as defined in **clause 5.1**, of an Incident. It continues until:

- (a) an EADRP is agreed by the NMG following a determination by CCEAD that the incident relates to an EAD that is capable of being eradicated or contained; or
- (b) the NMG, acting on a recommendation of the CCEAD, determines that:
  - (i) the Incident does not relate to an EAD; or
  - (ii) the Incident does relate to an EAD but the EAD is not capable of being eradicated or contained.

### **6.2 Emergency Response Phase**

This is the period from agreement by the NMG (on advice from the CCEAD) on an EADRP, which may include a national livestock standstill, until the NMG determines (on advice from the CCEAD) that the EAD has been contained or eradicated or cannot be eradicated or contained. This is the period during which the EADRP is performed.

### **6.3 Proof of Freedom Phase**

This is the period following determination by the NMG that the EAD has been contained or eradicated. This period may include research and/or surveillance activities and will end when the NMG determines (on advice from the CCEAD or the OIE) that the EADRP has been successful.

### **6.4 New outbreaks**

Where there is an Incident which occurs after a determination by the NMG (on advice from CCEAD) of containment or eradication in accordance with **clause 6.3**, it will be treated as a new Incident and the three Phases described above will apply.

## **7. DEVELOPING AN EADRP**

### **7.1 Procedure**

- (a) The CVO(s) of the Lead Agency(s) must develop in consultation with CCEAD, an EADRP in accordance with the following principles:
  - (i) the EADRP development and approval process must not impede the initiation of a rapid response to an outbreak of an EAD;
  - (ii) the EADRP must reflect the nature and circumstances of the EAD and Incident, including feral and/or wild animal control where CCEAD advises that such measures are integral to the EADRP;
  - (iii) key strategies and core operational components of the EADRP must be prepared by the CVO but some components will remain to be developed in accordance with a timetable to be agreed by the CCEAD;
  - (iv) the EADRP must clearly identify any proposed significant variations to AUSVETPLAN;
  - (v) any key strategies and core operational activities which are to be the subject of Cost Sharing must be clearly identified in the EADRP; and
  - (vi) once agreed by the NMG the EADRP will commit the Lead Agency(s) to the key strategies and core operational activities contained in the Plan, subject to any variations which may be subsequently advised by the CCEAD and agreed by the NMG or which may be required to comply with legislation applicable in the Lead Agency(s) in which the Incident occurs.
- (b) The content of the EADRP must be prepared in accordance with **Part A of Schedule 4**.
- (c) The CVO of the Lead Agency(s) must provide the EADRP to CCEAD as soon as possible.

### **7.2 Standards**

An EADRP must (except as advised by CCEAD and agreed by the NMG) be consistent with:

- (a) relevant AUSVETPLAN Management Manuals, as described in **Part 1 of Schedule 5**; and
- (b) any applicable AUSVETPLAN disease strategy, as described in **Part 2 of Schedule 5**.

An EADRP should be guided by other AUSVETPLAN manuals including those described in **Part 3 of Schedule 5**.

## **8. CATEGORIES OF EMERGENCY ANIMAL DISEASES**

### **8.1 The four categories of EADs**

EADs will be categorised into four categories in accordance with **Part 1 of Schedule 3**.

### **8.2 Reserved**

### **8.3 Determination of applicable category for an unknown EAD or an uncategorised disease**

- (a) In respect of a previously unknown disease or a disease that has not been categorised, any Party may ask Animal Health Australia to obtain a categorisation of the disease.
- (b) Upon receipt of such a request, Animal Health Australia will, once it has sufficient information to consider the request substantiated, request Animal Health Committee together with representatives of relevant industries, to meet to determine whether or not the disease is an EAD. Animal Health Committee will inform Animal Health Australia of its decision.
  - (i) If Animal Health Committee together with representatives of relevant industries decides that the disease is an EAD, Animal Health Australia will ask Animal Health Committee to categorise the disease.
  - (ii) If Animal Health Committee together with representatives of relevant industries decides that the disease is not an EAD, Animal Health Australia will refer the matter to the Relevant Parties. No further action will be taken under the provisions of the EADRA.
- (c) Animal Health Committee will, upon receipt of a request for categorisation from Animal Health Australia, convene an EADCP that will:
  - (i) where it has sufficient information to enable it to categorise the disease, determine the category in accordance with the procedure at **Part 4 of Schedule 3**; or
  - (ii) where it does not have sufficient information to enable it to categorise the disease, request that information from Animal Health Australia or such Parties as may be able to supply it and upon receipt of that additional information, determine the category in accordance with the procedure at **Part 4 of Schedule 3**.
- (d) Following categorisation of a disease pursuant to paragraphs (a) to (c), the Relevant Parties must determine whether that disease should be included in **Part 1 of Schedule 3**.

## 8.4 Review of categorisation or removal of diseases

- (a) Any Party which is not happy with a determination of a category of an EAD or which believes that it should be removed from the list of categorised EADs may request reconsideration of that categorisation or removal by lodgement with Animal Health Australia of a request in the form of **Part 3 of Schedule 3** ("**Request for Recategorisation or Removal**"). The process for recategorisation of an EAD is set out at **Part 2 of Schedule 3**.
- (b) Where Animal Health Australia determines that the Request for Recategorisation or Removal is in an appropriate form and includes sufficient information, it must within 30 days seek a review of the categorisation by Animal Health Committee.
- (c) Where Animal Health Australia determines that the Request for Recategorisation or Removal is not in an appropriate form or does not contain sufficient information, the Party which lodged the request may seek reconsideration of the matter at a General Meeting of Animal Health Australia. Where a motion for reconsideration is passed by ordinary resolution, Animal Health Australia must, within 30 days of the resolution, seek a review of the categorisation by Animal Health Committee.
- (d) Animal Health Committee must consider a Request for Recategorisation or Removal received by it pursuant to paragraph (b) or (c) in accordance with **Part 2 of Schedule 3**. Where it has sufficient information to enable it to consider a recategorisation or removal, it must consider recategorisation or removal of the disease having regard to the criteria set out in **Part 3 of Schedule 3**. Where it does not have sufficient information to enable it to categorise or to consider removal of the disease, it must request the required information from Animal Health Australia or such Parties as may be able to supply it and, upon receipt of that additional information, it must proceed to consider recategorisation or removal of the disease having regard to the nature and impact of the disease in accordance with the criteria set out in **Part 3 of Schedule 3**.
- (e) Where Animal Health Committee advises Animal Health Australia of the outcomes of its consideration, the Parties will follow the procedures set out in **Part 2 of Schedule 3**.

## 9. MANAGEMENT OF AN EADRP

### 9.1 Implementation

An EADRP will be implemented by the Affected government Party/ies in accordance with:

- (a) applicable EAD legislation; and
- (b) the terms of the EADRP.

For the avoidance of doubt, the relevant Affected government Party/ies must, to the extent not inconsistent with applicable legislation, take action in accordance with the agreed EADRP.

## **9.2 Training of Personnel**

The Parties must:

- (a) wherever possible, use personnel in an emergency disease response who have received appropriate training in respect of their responsibilities and the principles of EAD responses; and
- (b) have appropriate numbers of their personnel receive appropriate training in respect of their responsibilities and the principles of EAD responses.

## **10. PRINCIPLES OF COST SHARING**

### **10.1 Cost Sharing - Incident Definition Phase**

The Lead Agency(s) in which the Incident has occurred will meet the cost of the Incident Definition Phase except that:

- (a) once an EADRP has been agreed, Cost Sharing principles will apply in respect of Compensation costs from:
  - (i) the date of first notification of the Incident to the relevant Lead Agency(s), or
  - (ii) such earlier date as may be agreed by the NMG on the advice of the CCEAD; and
- (b) where the NMG determines that the cost of Compensation to Owners or diagnostic costs will be shared, they will be shared in accordance with this Deed should an EADRP proceed.

### **10.2 Cost Sharing - Incident Definition, Emergency Response and Proof of Freedom Phases**

- (a) Parties will apply principles of Cost Sharing for the conduct of an EADRP in accordance with the following table:

Category of Disease	Government Funding	Industry Funding
Category 1	100%	0%
Category 2	80%	20%
Category 3	50%	50%
Category 4	20%	80%

(b) Cost Sharing will apply in respect of:

- (i) salaries and wages;
- (ii) operating expenses;
- (iii) capital costs; and
- (iv) Compensation

determined in accordance with **Part 3 of Schedule 6**.

(c) The “Government Funding” referred to in **clause 10.2(a)** will be shared between Government Parties in the manner set out in **Part 1 of Schedule 6**.

(d) The “Industry Funding” referred to in **clause 10.2(a)** will be shared between Industry Parties in the manner set out in **Part 2 of Schedule 6**.

### 10.3 Cost Sharing - Uncategorised EAD

(a) Where an Incident has been reported to the CCEAD and, prior to the categorisation of the EAD the NMG determines that an EADRP is to be undertaken, the Parties will engage in Cost Sharing as if it were a:

- (i) Category 1 EAD, in the case of a previously unknown disease; or
- (ii) Category 3 EAD, in the case of a previously known disease which had not previously been categorised unless NMG agrees that there are significant public health issues, in which case the disease will be treated as Category 1,

until further determination by the NMG.

(b) If the NMG subsequently determines that a newly categorised EAD in respect of which there is an EADRP is an EAD of a category other than the category under which it has been treated pursuant to **clause 10.3(a)**, the Parties will only make adjustments between them in respect of funds paid prior to the date of that final determination of category if agreed by the NMG.

#### 10.4 Changing Cost Sharing proportions

The Affected Parties may agree, in respect of any EADRP, that the proportions for Cost Sharing will be different to those set out in **clause 10.2** provided that:

- (a) a Party is not bound to meet any change in its liability through a change in the proportions of Cost Sharing until that change has been approved in writing by it or its Representative;
- (b) a change in the proportions of Cost Sharing will only take effect in respect of a Party from the date of signature by it or its Representative (unless the document signed by it or its Representative provides otherwise); and
- (c) a change in the proportions of Cost Sharing will only apply to that EADRP (unless the document signed by the Parties or their Representatives provides otherwise).

#### 10.5 Limits to Parties' Cost Sharing obligations in respect of an EADRP

- (a) Unless it has otherwise agreed in writing, a Party will not be required to contribute an amount to Cost Sharing in respect of an EADRP which exceeds that Party's Proportional Share (as determined in accordance with **Part 4 of Schedule 6**) of 1 % of the GVP of the Industry(s) affected by the EAD and in the case of foot and mouth disease 2% of the GVP of Affected Industries, or such other amount as may be agreed in writing by the Affected Parties (the "**Agreed Limit**").
- (b) Where the NMG has reason to believe that the cost of an EADRP will exceed the Agreed Limit, it must promptly determine whether:
  - (i) the Agreed Limit should be increased;
  - (ii) the EADRP should be continued;
  - (iii) the Proportional Shares of the Affected Parties should be altered; or
  - (iv) any other appropriate alterations should be made to the EADRP.

#### 10.6 Additional costs which are subject to Cost Sharing

The principles for Cost Sharing will also apply to:

- (a) costs of feral and/or wild animal control measures forming part of an EADRP where CCEAD has advised that such measures are integral to the EADRP;
- (b) costs incurred by NMG pursuant to **clause 13.3**;
- (c) costs of a Financial Auditor incurred pursuant to **clause 13.4**; and
- (d) other costs as agreed by the Relevant Parties.

## **10.7 Animal Health Australia costs of an EADRP**

While Animal Health Australia is neither a Government nor an Industry Party, the principles of Cost Sharing will apply to costs incurred by it in respect of an EADRP which are additional to its ordinary operating costs.

## **10.8 Cost Sharing of Compensation paid by Parties to participants in Industries which are not Parties to the Deed**

- (a) If Compensation is paid by a Party to a participant in an Industry for which the relevant representative body is not a Party to this Deed and the GVP of the Industry is greater than \$20 million, that Compensation will not be eligible for Cost Sharing (although, in agreeing an EADRP, the NMG may determine otherwise in special circumstances).
- (b) If Compensation is paid by a Party to a participant in an Industry for which the relevant representative body is not a Party to this Deed and the GVP of the Industry is less than \$20 million, in agreeing an EADRP the NMG may determine that the Compensation will be eligible for Cost Sharing.

## **11. FUNDING AN EADRP**

### **11.1 General obligation of the Parties**

Where an EADRP is implemented, each Affected Party must, in accordance with this **clause 11**, meet its Cost Sharing obligations as detailed in **clause 10** with reimbursement being made on a monthly basis by the 15<sup>th</sup> of the following month (or such other period as agreed by NMG).

### **11.2 Initial funding by Parties**

Where an EADRP is implemented, each Party must initially meet its costs arising from its involvement in the EADRP.

### **11.3 Progressive Cost Sharing**

During the course of implementation of an EADRP, the Affected Parties will implement the Cost Sharing principles in the manner detailed in **Part 2 of Schedule 7**.

### **11.4 Mechanism for Industry to meet its Cost Sharing obligations**

- (a) Each Industry Party must take reasonable steps to ensure that its Industry meets the Cost Sharing obligations of that Industry.
- (b) Where the Industry is not able to meet its Cost Sharing obligations either directly, or from Industry funds held on its behalf, the Commonwealth will initially meet that Industry's Cost Sharing obligations.



- (c) Each Industry will, as set out in **Part 1 of Schedule 7**, meet its Cost Sharing obligations to the Commonwealth arising as a consequence of the Commonwealth meeting Industry obligations pursuant to **clause 11.4(b)**.

#### **11.5 Mechanism for determining EADRP costs**

The manner of determining the costs of an EADRP to which the principles of Cost Sharing will be applied will be as set out in **Part 2 of Schedule 7**.

#### **11.6 Determination of final costs of an EAD outbreak**

Following completion of the Proof of Freedom Phase or a decision by NMG that the EAD cannot be eradicated or contained following an EADRP, all Affected Parties must, within 6 months of the completion of the EADRP, provide information to Animal Health Australia to enable it to determine the total cost of that EAD. Parties must provide available detailed information of all costs (including Shared Costs and non-Shared Costs) incurred by that Party associated with that EAD being:

- (a) salaries and wages;
- (b) operating expenses;
- (c) capital costs;
- (d) Compensation ; and
- (e) estimated consequential losses (but only for the purpose of allowing the Parties to understand the wider cost of the EAD outbreak).

#### **11.7 GST**

If GST is imposed on any supply under or in connection with this Deed by one Party (the “Supplying Party”) to another Party (“the Receiving Party”):

- (a) subject to **subclause (b)**, the Receiving Party must pay the supplying Party the amount of GST imposed (in addition to, and at the same time as, any other amount payable under this Deed in relation to the supply);
- (b) the Supplying Party must issue the Receiving Party with a tax invoice in relation to the supply, in a form that would enable the Receiving Party to claim any input tax credits to which it may be entitled in relation to the amount of GST paid; and
- (c) for the purposes of this **clause 11.7** the following terms have the meanings given in the *A New Tax System (Goods and Services) Tax Act 1999*: GST, input tax credit and tax invoice.

## **12. CONSULTATION**

### **12.1 NMG**

The NMG is constituted, has the role, and will meet and conduct its affairs in the manner set out in **Part 1 of Schedule 8** for consideration of EAD response issues and as set out in **Part 2 of Schedule 8** for consideration of general issues.

### **12.2 CCEAD**

The CCEAD is constituted, has the role, and will meet and conduct its affairs in the manner set out in **Parts 3 & 4 of Schedule 8**.

### **12.3 Industry representation**

- (a) Industry Representatives will be involved in all meetings and consultation between Affected Parties concerning their Industry.
- (b) Industry Representatives will:
  - (i) in the case of CCEAD and NMG, be nominated by each Industry Party to Animal Health Australia by the Operative Date and updated every twelve months thereafter during the term of the Deed;
  - (ii) where possible, complete an appropriate training program to be conducted by Animal Health Australia in respect of their responsibilities and the principles of EAD responses;
  - (iii) be authorised in writing by their Industry Party to represent that Industry in the manner contemplated by this Deed;
  - (iv) report regularly to, and consult appropriately with, their Industry; and
  - (v) sign a Confidentiality Deed Poll in the form of **Schedule 9** prior to participation in any activities pursuant to this Deed.
- (c) The CVO of an affected jurisdiction must invite the Affected Industry Party(s) to provide one or more (at the CVO's discretion) representatives of their industry to contribute to the development and implementation of the response. The Industry Party(s) must nominate one or more suitably qualified person(s) to perform the function of LCC Liaison – Livestock Industry and the SCC Liaison – Livestock Industry and contribute to the response. The LCC Liaison – Livestock Industry function and the SCC Liaison – Livestock Industry function must be authorised by their Industry Party(s) to provide an Industry perspective to the response. The LCC Liaison – Livestock Industry function and the SCC Liaison – Livestock Industry function must comply with **clauses 12.3(b)(ii), (iii) and (iv)** and work at or with the respective EAD response centre.

## **12.4 Government representation**

- (a) Government Representatives will be involved in all meetings and consultation between the Affected Parties.
- (b) Government Representatives will:
  - i. in the case of the CCEAD and NMG, where possible, be nominated in writing by each government Party to Animal Health Australia by the Operative Date and updated every twelve months thereafter during the term of this Deed;
  - ii. where possible, complete an appropriate training program, to be conducted by Animal Health Australia, in respect of their responsibilities and the principles of EAD responses;
  - iii. report regularly to, and consult appropriately with, relevant agencies within that government Party.

## **13. ACCOUNTING FOR AN EADRP**

### **13.1 Keeping accounts**

- (a) The Lead Agency(s) for each EADRP must keep in auditable form details of financial expenditure in respect of the EADRP for which it is/they are responsible and which constitute Shared Costs;
- (b) All Parties must be able to identify and provide substantiation of claims in respect of eligible costs;
- (c) Animal Health Australia will coordinate and collate claims for reimbursement of money spent by any other Party in respect of the EADRP where that other Party has provided such information as required by Animal Health Australia to satisfy it that the money has been spent by that other Party and that it constitutes Shared Costs; and
- (d) Animal Health Australia will maintain records of funds receivable and payable by Parties by way of Cost Sharing pursuant to **clause 11** of this Deed.

### **13.2 Reporting**

- (a) The Affected government Party/ies must provide a written report at each relevant meeting of the CCEAD in the form of **Schedule 10** which sets out the budgeted, committed and actual expenditure on the EADRP.
- (b) The CCEAD must promptly forward a copy of all reports received by it to the NMG.

- (c) The Lead Agency(s) and CCEAD may commit expenditure to an EADRP within an upper limit to be set by NMG which will monitor expenditure on the EADRP, and review the upper limit, in accordance with **Part 2 of Schedule 10**.

### **13.3 Efficiency and effectiveness of an EADRP**

- (a) In pursuing their role during an EADRP, the NMG must consider obtaining from independent sources of their choosing advice about the effectiveness and efficiency of the EADRP to assist their deliberations in accordance with **Part 1 of Schedule 11**.

### **13.4 Financial audit**

Once the implementation of an EADRP has been completed, Animal Health Australia must arrange for the engagement of an independent Financial Auditor to conduct an external audit ("**financial audit**") of the financial records of the Lead Agency(s). The Financial Auditor must be engaged to:

- (a) report jointly to the Lead Agency(s) and the NMG; and
- (b) provide a formal sign off in respect of any claims for, or payments made in respect of, Cost Sharing

having regard to the matters set out in **Part 2 of Schedule 11**.

## **14. BIOSECURITY**

- (a) The Parties acknowledge the need for a program of risk reduction measures, complementary to the Deed, to reduce the risk of the entry and spread of EADs including biosecurity measures for implementation and maintenance at national, regional and individual premises levels.
- (b) The Parties commit to an ongoing process of risk mitigation, recognising that all Parties are adversely affected by incidents.
- (c) Animal Health Australia has developed, and will further develop and continue to manage, a national project that includes consultative mechanisms to facilitate governments and livestock Industry Parties working together to develop and agree all aspects of the program including:
  - (i) Industry biosecurity plans that will describe how each Industry will promote improvements to existing biosecurity measures used within that Industry;
  - (ii) Government biosecurity statements/ strategies outlining biosecurity policies and programs relevant to their responsibilities including feral animal, public health and environmental policies;
  - (iii) application of legislative support where appropriate; and

- (iv) a national communications program that will raise community awareness of the importance of biosecurity measures.
- (d) The project will be reviewed in conjunction with the Parties as part of Animal Health Australia's business plan review process.
- (e) All Parties will report to Animal Health Australia any material changes to the biosecurity plans/statements. Government and Industry Parties will report on progress in implementation of biosecurity strategies annually to the other Parties.

## **15. COMMITMENT OF PARTY RESOURCES TO EAD RESPONSE CAPACITY**

- (a) The Parties agree that for at least the first 12 months of operation of the Deed, the manner of determination of the costs to be shared set out in **Part 3** of **Schedule 6** will be maintained.
- (b) Parties will work to determine existing and required resource commitments and to define the costs that all Parties consider to be Normal Commitments and should be considered as a baseline above which other costs are to be shared.
- (c) Any change to the interim arrangement set out in **Part 3** of **Schedule 6** may only be adopted with the agreement of all Parties.
- (d) The Parties note the development of performance standards for Australia's animal health services will be required and agree that, once settled, these will apply to activities under this Deed.

## **16. RESERVED**

## **17. AMENDMENT OF SCHEDULES**

### **17.1 Process for amendment of Schedules**

- (a) If:
  - (i) a process is conducted pursuant to this Deed and the final step of the process requires Animal Health Australia to make an amendment to a Schedule; or
  - (ii) a Party gives Animal Health Australia a notice pursuant to **clause 32.1 (a)** and Animal Health Australia is satisfied that the notice requires the making of an amendment to a Schedule; and
  - (iii) Provided that the making of the amendment will not concern or affect the rights or obligations of another Party, Animal Health Australia may make the amendment by providing to all Parties a copy of the amended Schedule (version numbered and dated for

identification purposes), together with a statement of the particulars of the process or notice.

- (b) If the amendment may concern or affect the rights or obligations of another Party, the amendments to the Schedule must be made in accordance with **clause 18**

## **17.2 Lodging an objection**

A Party may lodge an objection to the amended Schedule by giving a notice pursuant to **clause 32.1 (a)** which must:

- (a) set out the reasons for the objection; and
- (b) be received by Animal Health Australia no later than 30 days after the date of despatch of the amended Schedule by Animal Health Australia.

## **17.3 Responding to an objection**

- (a) On receipt of an objection pursuant to **clause 17.2**, Animal Health Australia must:
  - (i) promptly notify all Parties of the objection
  - (ii) ask Parties to comment on the objection within 30 days; and
  - (iii) submit the objection and the comments received to the next meeting of the Board of Animal Health Australia, the decision of which in respect of the objection will be final.
- (b) Animal Health Australia must promptly notify the Parties of the decision of the Board and, if the Board upholds the objection, that the amended Schedule is withdrawn and has no effect.
- (c) If the Board of Animal Health Australia rejects an objection to an amended Schedule, the amendment to the Schedule takes effect 30 days after the date of the decision by the Board of Animal Health Australia.
- (d) If there is no objection to a notification of an amendment to a Schedule, the amendment to the Schedule takes effect 30 days after the date of its despatch by Animal Health Australia pursuant to **clause 17.1**.

## **18. VARIATION OR TERMINATION**

### **18.1 Varying or terminating Deed**

Subject to **clause 3.3**, if at any time during the term of this Deed the Parties wish to vary or terminate this Deed, they must negotiate in good faith in regard to:

- (a) that variation or termination; and

- (b) the effect of that variation or termination upon the existence and operation of the EAD Program.

## **18.2 Variation or termination in writing**

- (a) Subject to **clause 3.3**, no variation or termination to this Deed will be of any force or effect unless the same is confirmed in writing, signed by each Party, and then such variation or termination will be effective only to the extent for which it has been made or given.
- (b) Each Party must advise Animal Health Australia, in a 'Nomination of Authorised Signatory' notice substantially conforming with **Schedule 13 Part 1**, the details of the person authorised by the Party from time to time to approve on behalf of the Party a variation or termination to this Deed.

## **18.3 Variation process**

The Parties may vary the Deed by the following process:

- (a) Animal Health Australia is to serve a notice on each Party setting out the proposed variation(s) together with a brief statement of its purpose;
- (b) Each Party may signify its approval of the proposed variation(s) by returning a duly completed notice of 'Approval of Variation to Provisions' substantially conforming with **Part 2 of Schedule 13**; and
- (c) The variation(s) takes effect from the date on which Animal Health Australia gives notice to the Parties that it has received duly authorised Approval of the Variation to Provisions notices from all Parties.

## **18.4 Termination process**

The Parties may terminate the Deed by consent by means of a Deed of termination which they all execute.

## **18.5 Position of Animal Health Australia**

Without limitation to **clause 10.7**, in the event that any of the payments referred to in this Deed which should be made to Animal Health Australia are not made that materially affect its ability to meet its obligations, other than due to the default of Animal Health Australia, then Animal Health Australia will not be required, nor liable in respect of any failure, to meet any obligation which would otherwise arise pursuant to this Deed, unless or until such time as Animal Health Australia receives the outstanding payment(s) in accordance with this Deed.

## **19. SEVERABILITY**

In interpreting a provision of this Deed, the provision must, to the extent possible, be read so as to ensure that it is not illegal, invalid or unenforceable. If any provision or part of it cannot be so read, the provision or part of it shall be deemed to be void

and severable and the remaining provisions of this Deed shall, provided that they can be applied in accordance with the spirit of the Deed, not in any way be affected or impaired.

## **20. WAIVER**

The failure, delay, relaxation or indulgence on the part of any Party in exercising any power or right given to that Party under this Deed does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right under this Deed. A power or right may only be waived in writing, signed by the Party or Parties to be bound by the waiver.

## **21. PROPER LAW**

### **21.1 Jurisdiction of the Courts**

This Deed and the transactions contemplated by it must be construed and take effect in accordance with and governed by the laws of the Australian Capital Territory, Australia and its form, execution, validity, construction and effect shall be determined in accordance with the laws of the Australian Capital Territory and the Parties hereby submit themselves to the jurisdiction of the courts in and of the Australian Capital Territory and the Federal Court of Australia and the respective courts of appeal there from.

### **21.2 High Court of Australia**

The submission to the jurisdiction of the courts of the Australian Capital Territory and to the Federal Court of Australia is exclusive except in so far as the High Court of Australia has jurisdiction to hear any matter involving the Commonwealth or any constitutional matter.

### **21.3 Commonwealth, State and Territory Laws apply to the conduct of an EADRP**

Nothing in this Deed and nothing in this **clause 21** is to be construed as requiring the conduct of an EADRP by the Lead Agency(s) in a manner contrary to the laws applying in the Commonwealth or a State or Territory.

## **22. FURTHER ASSURANCE**

Each Party must, at its own expense, on the request of any other Party, sign and execute all deeds, documents, notices, instruments and schedules, and do and perform all acts and things which are reasonable and necessary in order to carry out and give effect to the terms and conditions of this Deed and the transactions contemplated by it, whether before or after the execution of the Deed by all of the Parties.



## **23. COUNTERPARTS**

This Deed may be executed in any number of counterparts and all of such counterparts when so executed will be an original but all of which taken together will be deemed to constitute one and the same instrument.

## **24. AGENCY**

No Party to this Deed has, except as otherwise specified in this Deed, any right to act on behalf of, represent itself as agent for, or otherwise bind, any other Party.

## **25. ENTIRE AGREEMENT**

This Deed constitutes the entire agreement between the Parties in relation to the subject matter of this Deed. Any prior arrangements, agreements, representations or undertakings are superseded and each Party acknowledges that it has not relied on any arrangement, agreement, representation or understanding which is not expressly set out in this Deed.

## **26. MEDIATION AND ALTERNATIVE DISPUTE RESOLUTION**

- (a) In the event of any disagreement or dispute arising between any or all of the Parties as to the interpretation, implementation or enforcement of any term of this Deed, any Party concerned may send a notice to all of the Parties setting out the details of that dispute ("**Notice of Dispute**").
- (b) Where the Parties have not resolved the matter the subject of the Notice of Dispute within 28 days of the date of despatch of the Notice of Dispute to the Parties, any Party may require that the matter be referred for mediation or alternative dispute resolution by notice to all of the Parties ("**Notice of ADR**").
- (c) Each Party which receives a Notice of ADR which wishes to be involved in the dispute resolution process must, within seven days of receipt of the Notice, so advise the sender in writing ("**Concerned Party**").
- (d) Where a Notice of ADR has been served by one of the Parties, the Concerned Parties must seek to agree on a suitably qualified person to undertake the mediation or alternative dispute resolution within fourteen days of the date of despatch of the Notice of ADR.
- (e) If the Concerned Parties are unable to agree unanimously on the selection of such person within fourteen days of the date of despatch of the Notice of ADR, the matter will be referred to the President of the Law Society of the Australian Capital Territory at that time, for that President or his or her nominee to appoint a suitably qualified person who has not previously acted for any of the Concerned Parties to conduct the mediation or alternative dispute resolution.

- (f) Any costs or expenses associated with the mediation or alternative dispute resolution will be paid by the Concerned Parties in equal shares unless recommended otherwise by the person conducting the mediation or alternative dispute resolution process.

## **27. EXERCISE OF FUNCTIONS AND POWERS**

The obligations of the Commonwealth and the States and Territories under this Deed are subject to any statutory or common law requirements applying to the exercise of statutory or executive powers or duties which must be exercised in the performance of those obligations.

## **28. PROTECTION OF PERSONAL INFORMATION**

### **28.1 Use of Personal Information**

Each Party agrees to:

- (a) use Personal Information held or controlled by it in connection with this Deed only for the purposes of fulfilling its obligations under this Deed;
- (b) take all reasonable measures to ensure that Personal Information in its possession or control in connection with this Deed is protected against loss and unauthorised access, use, modification or disclosure;
- (c) comply with the Information Privacy Principles and, to the extent they provide additional coverage, any of the National Privacy Principles (jointly the **Principles**) contained in the *Privacy Act 1988* (the “**Act**”) to the extent that the content of those Principles apply to the types of activities the Party is undertaking under this Deed, as if the Party were an agency as defined in the Act;
- (d) cooperate with any reasonable demands or inquiries made by the Commonwealth on the basis of the exercise of the functions of the Privacy Commissioner under the Act including, but not limited to, a request from the Commonwealth to comply with a guideline concerning the handling of Personal Information;
- (e) ensure that any person who has an access level which would enable that person to obtain access to any Personal Information is made aware of, and undertakes in writing, to observe the Principles and other obligations referred to in this **clause 28**;
- (f) comply as far as practicable with any policy guidelines laid down by the Commonwealth or issued by the Privacy Commissioner from time to time relating to the handling of Personal Information; and
- (g) comply with any reasonable direction of the Commonwealth to observe any recommendation of the Privacy Commissioner relating to any acts or

practices of the Party that the Privacy Commissioner considers breaches the obligations in this **clause 28**.

## **28.2 Meaning of Personal Information**

In this **clause 28**, '**Personal Information**' means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

## **29. INSURANCE**

Animal Health Australia must:

- (a) take out in respect of itself and its employees all appropriate insurance (including any workers' compensation as required by law) and public risk insurance relating to the performance of its obligations under this Deed ("**Required Insurance**"); and
- (b) promptly provide to any other Party on request proof of the currency of such insurance.
- (c) Ensure any AHA contractors and agents have appropriate insurance (including any workers' compensation as required by law) and public risk insurance relating to the performance of their obligations under this Deed ("**Required Insurance**").

## **30. CONFLICT OF INTEREST**

### **30.1 Animal Health Australia obligations**

- (a) Animal Health Australia warrants that, to the best of its knowledge after making diligent inquiry, at the date of this Deed no conflict of interest exists or is likely to arise for the performance of its obligations under this Deed by itself or by its officers, employees, agents or contractors.
- (b) If during the term of this Deed a conflict of interest arises, or appears likely to arise, Animal Health Australia undertakes to notify the other Parties immediately in writing and to take such steps as the other Parties may reasonably require to resolve or otherwise deal with the conflict.
- (c) Animal Health Australia must not, and must ensure that its officers, employees, agents or contractors do not, engage in any activity or obtain any interest during the term of this Deed that is likely to conflict with or restrict the conduct of the EADRA by Animal Health Australia fairly and independently.

## **31. CONFIDENTIALITY**

A Party must not copy, reproduce, divulge, publish or circulate (or authorise or permit anyone else to copy, reproduce, divulge, publish or circulate) any of the Confidential Information disclosed or communicated to it by any other Party except to or for such of its employees or Representatives as may require access to the Confidential Information on a strict need-to-know basis or as otherwise required in the proper performance of the Deed.

## **32. NOTICES**

### **32.1 Service of Notices**

- (a) Any formal notice, request or other communication to be given or served by a Party or Parties on another Party or other Parties pursuant to this Deed must be in writing and addressed, as the case may be, to the contact officer of the Party or Parties at the address set out in **Schedule 2** or to such other person or at such other address as may be advised by a Party to the other Parties from time to time.
- (b) For clarity, a notice, including a document transmitted pursuant to **clause 18.2 or 18.3**, may be sent by electronic mail (email) to a Party if the Party has advised an email address for receipt of notices pursuant to **clause 32.1(a)**.

### **32.2 Deemed time of service of notices**

A notice will be deemed to have been duly served:

- (a) if delivered by hand, upon delivery;
- (b) if in the form of a letter sent by pre-paid ordinary post within Australia, upon the expiration of 6 business days after the date on which it was sent provided that deemed receipt of a Notice by letter may be rebutted by proof of non-receipt;
- (c) if in the form of a letter posted to or from a place outside Australia, upon delivery; and
- (d) if sent by facsimile transmission, at 9:00a.m. on the next business day following the day on which the sender's facsimile machine records that the facsimile has been properly transmitted to the recipient, provided that the deemed receipt of a Notice by facsimile may be rebutted by proof of non-receipt; and
- (e) if sent by email, at 9:00a.m. on the next business day following the day on which the sender's computer system records that the email has been properly transmitted to the recipient, provided that the deemed receipt of a notice by email may be rebutted by proof of non-receipt.

**EXECUTED as a DEED**

**The common seal of AUSTRALIAN ANIMAL  
HEALTH COUNCIL LIMITED** is affixed in  
accordance with its articles of association  
in the presence of:

)  
)  
)  
)

\_\_\_\_\_  
Director

\_\_\_\_\_  
(*name printed*)

\_\_\_\_\_  
Director/Secretary

\_\_\_\_\_  
(*name printed*)

**Signed sealed and delivered by THE  
COMMONWEALTH OF AUSTRALIA** by its  
authorised officer in the presence of:

)  
)  
)  
)

Witness: \_\_\_\_\_

\_\_\_\_\_  
(*witness name printed*)

Signed sealed and delivered by THE STATE  
OF QUEENSLAND by its authorised officer  
in the presence of:

)  
)  
)  
)\_\_\_\_\_

Witness: \_\_\_\_\_

\_\_\_\_\_  
(witness name printed)

Signed sealed and delivered by THE STATE  
OF NEW SOUTH WALES by its authorised  
officer in the presence of:

)  
)  
)  
)\_\_\_\_\_

Witness: \_\_\_\_\_

\_\_\_\_\_  
(witness name printed)

Signed sealed and delivered by THE STATE  
OF VICTORIA by its authorised officer in  
the presence of:

)  
)  
)  
)\_\_\_\_\_

Witness: \_\_\_\_\_

\_\_\_\_\_  
(witness name printed)

**Signed sealed and delivered by THE STATE  
OF SOUTH AUSTRALIA** by its authorised  
officer in the presence of:

)  
)  
)  
)\_\_\_\_\_

Witness: \_\_\_\_\_

\_\_\_\_\_  
*(witness name printed)*

**Signed sealed and delivered by THE STATE  
OF TASMANIA** by its authorised officer in  
the presence of:

)  
)  
)  
)\_\_\_\_\_

Witness: \_\_\_\_\_

\_\_\_\_\_  
*(witness name printed)*

**Signed sealed and delivered by THE STATE  
OF WESTERN AUSTRALIA** by its authorised  
officer in the presence of:

)  
)  
)  
)\_\_\_\_\_

Witness: \_\_\_\_\_

\_\_\_\_\_  
*(witness name printed)*

Signed sealed and delivered by THE )  
NORTHERN TERRITORY OF AUSTRALIA by )  
its authorised officer in the presence of: )  
\_\_\_\_\_ )

Witness: \_\_\_\_\_

\_\_\_\_\_  
(witness name printed)

Signed sealed and delivered by THE )  
AUSTRALIAN CAPITAL TERRITORY by its )  
authorised officer in the presence of: )  
\_\_\_\_\_ )

Witness: \_\_\_\_\_

\_\_\_\_\_  
(witness name printed)

Signed sealed and delivered by )  
AUSTRALIAN CHICKEN MEAT FEDERATION )  
INCORPORATED in the presence of: )  
\_\_\_\_\_ )

Witness: \_\_\_\_\_

\_\_\_\_\_  
(witness name printed)



**Signed sealed and delivered by**  
**AUSTRALIAN EGGS LIMITED** in the  
presence of:

)  
)  
)  
) \_\_\_\_\_

Witness: \_\_\_\_\_

\_\_\_\_\_  
(*witness name printed*)

**Signed sealed and delivered by**  
**AUSTRALIAN DAIRY FARMERS LIMITED** in  
the presence of:

)  
)  
)  
) \_\_\_\_\_

Witness: \_\_\_\_\_

\_\_\_\_\_  
(*witness name printed*)

**Signed sealed and delivered by CATTLE**  
**COUNCIL OF AUSTRALIA INCORPORATED**  
in the presence of:

)  
)  
)  
) \_\_\_\_\_

Witness: \_\_\_\_\_

\_\_\_\_\_  
(*witness name printed*)

**Signed sealed and delivered by**  
**AUSTRALIAN PORK LIMITED** in the  
presence of:

)  
)  
)  
) \_\_\_\_\_

Witness: \_\_\_\_\_

\_\_\_\_\_  
(*witness name printed*)

**Signed sealed and delivered by**  
**SHEEP PRODUCERS AUSTRALIA LIMITED** in  
the presence of:

)  
)  
)  
) \_\_\_\_\_

Witness: \_\_\_\_\_

\_\_\_\_\_  
(*witness name printed*)

**Signed sealed and delivered by**  
**WOOLPRODUCERS AUSTRALIA LIMITED** in  
the presence of:

)  
)  
)  
) \_\_\_\_\_

Witness: \_\_\_\_\_

\_\_\_\_\_  
(*witness name printed*)

**Signed sealed and delivered by**  
**AUSTRALIAN LOT FEEDERS' ASSOCIATION**  
**INCORPORATED** in the presence of:

)  
)  
)  
) \_\_\_\_\_

Witness: \_\_\_\_\_

\_\_\_\_\_  
*(witness name printed)*

**Signed sealed and delivered by GOAT**  
**INDUSTRY COUNCIL OF AUSTRALIA**  
**INCORPORATED** in the presence of:

)  
)  
)  
) \_\_\_\_\_

Witness: \_\_\_\_\_

\_\_\_\_\_  
*(witness name printed)*

**Signed sealed and delivered by RACING**  
**AUSTRALIA LIMITED** in the presence of:

)  
)  
)  
) \_\_\_\_\_

Witness: \_\_\_\_\_

\_\_\_\_\_  
*(witness name printed)*

Signed sealed and delivered by **HARNESS  
RACING AUSTRALIA INC.** in the presence  
of:

)  
)  
)  
) \_\_\_\_\_

Witness: \_\_\_\_\_

\_\_\_\_\_  
*(witness name printed)*

Signed sealed and delivered by  
**AUSTRALIAN HORSE INDUSTRY COUNCIL**  
in the presence of:

)  
)  
)  
) \_\_\_\_\_

Witness: \_\_\_\_\_

\_\_\_\_\_  
*(witness name printed)*

Signed sealed and delivered by  
**EQUESTRIAN AUSTRALIA LIMITED** in the  
presence of:

)  
)  
)  
) \_\_\_\_\_

Witness: \_\_\_\_\_

\_\_\_\_\_  
*(witness name printed)*

## **SCHEDULE 1 – PRINCIPLES FOR INTERPRETATION OF THE DEED**

### **(Clause 2.2)**

- (a) Words in the singular include the plural and words in the plural include the singular.
- (b) To the extent of any conflict between the terms and conditions contained in the clauses of this Deed and any provisions of the Schedules, the clauses of this Deed will take precedence over the provisions of the Schedules.
- (c) All sums of money and all payments made under this Deed will be in Australian dollars, and the symbol "\$" will be interpreted to mean Australian dollars.
- (d) Where the last day of any period prescribed or allowed by this Deed for the doing of anything falls on a Saturday, on a Sunday or on a day that is a public holiday or a bank holiday in the place where that thing is to be done or may be done, then the thing may be done on the first day following which is not a Saturday, a Sunday or a public holiday or bank holiday in that place.
- (e) A reference to this Deed means this Deed as modified, amended or varied in accordance with the provisions hereof or any order of a court of competent jurisdiction or applicable law and a reference to another contract, deed, or similar instrument means that other contract, deed or similar instrument (as the case may be) as modified, amended or varied, including any modification, amendment or variation imposed or effected by a court of competent jurisdiction or by an applicable law.
- (f) A reference to an applicable law will mean any applicable statute, Act, code, ordinance, regulation, proclamation or any instrument of subordinate legislation.
- (g) A reference to a statute, Act, code, ordinance, regulation, proclamation or any instrument of subordinate legislation will mean that statute, Act, code, ordinance, regulation, proclamation or instrument of subordinate legislation (as the case may be) as amended, varied or modified from time to time, and will include a reference to any other instruments made under them and to any other statute, Act, code, ordinance, regulation, proclamation or instrument of subordinate legislation which replaces them.
- (h) "Person" will be taken to include a body corporate, an unincorporated association, a firm or partnership (whether limited or unlimited) and an authority or organisation, notwithstanding that any of them may not be legal persons.
- (i) A reference to a thing (including a reference to an amount) is a reference to the whole and each part of the thing.

- (j) A reference to a group of persons is a reference to all of them collectively and to any two or more of them collectively and to each of them individually.
- (k) References to a person include the legal personal representatives, successors and permitted assigns of that person.
- (l) References to writing include any mode of representing or reproducing words in tangible and permanently visible form, and include telex, e-mail and facsimile transmissions.
- (m) An obligation of two or more Parties shall bind them jointly and severally.
- (n) If a word or phrase is defined, cognate words and phrases have corresponding definitions.
- (o) References to a body which has ceased to exist or has been reconstituted, amalgamated, reconstructed or merged, or the functions of which have become exercisable by any other person or body in its place, shall be taken to refer to the person or body established or constituted in its place or the person or body by which its functions have become exercisable.
- (p) References to any matter or thing which is required to be agreed upon by the Parties shall be taken to require the agreement of all the Parties to this Deed.
- (q) If a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.
- (r) A day is to be interpreted as the period of time commencing at midnight and ending 24 hours later.
- (s) Any reference to AUSVETPLAN will be to the current version of those Management Manuals, Disease Strategies and/or Response Policy Briefs relevant to a particular EAD.

## **SCHEDULE 2 – NOTICES**

### **(CLAUSE 32)**

#### **AUSTRALIAN ANIMAL HEALTH COUNCIL**

Contact Person	Kathleen Plowman
Title	Chief Executive Officer
Postal Address	Animal Health Australia Level 2, 95 Northbourne Ave, Turner ACT 2612
Telephone	02 6203 3999
Email	<a href="mailto:ceo@animalhealthaustralia.com.au">ceo@animalhealthaustralia.com.au</a>

#### **COMMONWEALTH OF AUSTRALIA**

Contact Person	Matthew Koval
Title	First Assistant Secretary, Biosecurity Policy and Implementation Division
Postal Address	Department of Agriculture and Water Resources GPO Box 858, Canberra ACT 2601
Telephone	02 6272 4623
Email	<a href="mailto:Matthew.Koval@agriculture.gov.au">Matthew.Koval@agriculture.gov.au</a>

#### **THE STATE OF QUEENSLAND**

Contact Person	Elizabeth Woods
Title	Director General
Postal Address	Department of Agriculture and Fisheries GPO Box 46, Brisbane QLD 4001
Telephone	07 3239 3030
Email	<a href="mailto:beth.woods@daf.qld.gov.au">beth.woods@daf.qld.gov.au</a>

#### **THE STATE OF NEW SOUTH WALES**

Contact Person	Scott Hansen
Title	Director General
Postal Address	NSW Department of Primary Industries PO Box K220, Haymarket NSW 1240
Telephone	02 8289 3905
Email	<a href="mailto:scott.hansen@dpi.nsw.gov.au">scott.hansen@dpi.nsw.gov.au</a>

## THE STATE OF VICTORIA

Contact Person  
Title Chief Veterinary Officer  
Postal Address Department of Jobs, Precincts and Regions  
475 Mickleham Road ATTWOOD Vic 3049  
Telephone 03 9217 4114  
Email [cvo.victoria@ecodev.vic.gov.au](mailto:cvo.victoria@ecodev.vic.gov.au)

## THE STATE OF SOUTH AUSTRALIA

Contact Person Scott Ashby  
Title Chief Executive  
Postal Address Department of Primary Industries and Regions South  
Australia  
GPO Box 1671, Adelaide SA 5001  
Telephone 08 8226 0162  
Email [scott.ashby@sa.gov.au](mailto:scott.ashby@sa.gov.au)

## THE STATE OF TASMANIA

Contact Person Lloyd Klumpp  
Title General Manager, Biosecurity & Product Integrity  
Postal Address Department of Primary Industries, Parks, Water and  
Environment  
GPO Box 44, Hobart TAS 7001  
Telephone 03 6233 2581  
Email [lloyd.klumpp@dpipwe.tas.gov.au](mailto:lloyd.klumpp@dpipwe.tas.gov.au)

## THE STATE OF WESTERN AUSTRALIA

Contact Person  
Title Executive Director Biosecurity  
Postal Address Department of Primary Industries and Regional  
Development  
Locked Bag 4  
Bentley Delivery Centre  
WA 6983  
Telephone 08 6552 1932  
Email [ESOBiosecurityandRegulation@dpird.wa.gov.au](mailto:ESOBiosecurityandRegulation@dpird.wa.gov.au)

## THE NORTHERN TERRITORY

Contact Person Mr Ian Curnow  
Title General Manager, Fisheries and Product Integrity



Postal Address	Department of Primary Industry and Resources GPO Box 3000, Darwin NT 0801
Telephone	08 8999 2001
Email	<a href="mailto:ian.curnow@nt.gov.au">ian.curnow@nt.gov.au</a>

#### **THE AUSTRALIAN CAPITAL TERRITORY**

Contact Person	Ian Walker
Title	Executive Director, Environment
Postal Address	Environment, Planning and Sustainable Development Directorate PO Box 158, Canberra ACT 2601
Telephone	(02) 6205 9027
Email	<a href="mailto:ianS.walker@act.gov.au">ianS.walker@act.gov.au</a>

#### **AUSTRALIAN CHICKEN MEAT FEDERATION INC**

Contact Person	Vivien Kite
Title	Executive Director
Postal Address	PO Box 579, North Sydney NSW 2059
Telephone	02 9929 4077
Email	<a href="mailto:vivien.kite@chicken.org.au">vivien.kite@chicken.org.au</a>

#### **AUSTRALIAN EGGS LIMITED**

Contact Person	Rowan McMonnies
Title	Managing Director
Postal Address	Suite 602, Level 6, 132 Arthur Street, North Sydney, NSW 2060
Telephone	02 9409 6999
Email	<a href="mailto:Rowan.McMonnies@australianeggs.org.au">Rowan.McMonnies@australianeggs.org.au</a>

## **AUSTRALIAN DAIRY FARMERS LIMITED**

Contact Person	Terry Richardson
Title	President
Postal Address	Level 2, Swann House 22 William Street, Melbourne VIC 3000
Telephone	03 8621 4200
Email	<a href="mailto:adf.president@australiandairyfarmers.com.au">adf.president@australiandairyfarmers.com.au</a>

## **CATTLE COUNCIL OF AUSTRALIA INC**

Contact Person	Margo Andrae
Title	Chief Executive Officer
Postal Address	Locked Bag 9, Kingston ACT 2604
Telephone	02 6269 5600
Email	<a href="mailto:ceo@cattlecouncil.com.au">ceo@cattlecouncil.com.au</a>

## **AUSTRALIAN PORK LIMITED**

Contact Person	Andrew Spencer
Title	Chief Executive Officer
Postal Address	PO Box 4746, Kingston ACT 2604
Telephone	02 6285 2200
Email	<a href="mailto:andrew.spencer@australianpork.com.au">andrew.spencer@australianpork.com.au</a>

## **SHEEP PRODUCERS AUSTRALIA LIMITED**

Contact Person	Graham Smith
Title	Chief Executive Officer
Postal Address	Locked Bag 9, Kingston ACT 2604
Telephone	0417 808 486
Email	<a href="mailto:gsmith@sheepproducers.com.au">gsmith@sheepproducers.com.au</a>

## **WOOLPRODUCERS AUSTRALIA**

Contact Person	Jo Hall
Title	Chief Executive Officer
Postal Address	NFF House, 14-16 Brisbane Avenue, Barton ACT 2600
Telephone	(02) 4836-7369 0488-554-811
Email	<a href="mailto:jhall@woolproducers.com.au">jhall@woolproducers.com.au</a>

## **AUSTRALIAN LOT FEEDERS' ASSOCIATION INC**

Contact Person	Christian Mulders
Title	Chief Executive Officer
Postal Address	GPO Box 149, Sydney NSW 2001
Telephone	02 9270 3700
Email	<a href="mailto:Christian.mulders@feedlots.com.au">Christian.mulders@feedlots.com.au</a>

## **GOAT INDUSTRY COUNCIL OF AUSTRALIA INC**

Contact Person	John Falkenhagen
Title	President
Postal Address	207 Beulah Park Road Meningie SA 5264
Telephone	(08) 8575-1216 0408 349 125
Email	<a href="mailto:idealview@bigpond.com">idealview@bigpond.com</a>

## **RACING AUSTRALIA LIMITED**

Contact Person	Barry OFarrell
Title	Chief Executive Officer
Postal Address	Level 11, 51 Druitt Street, Sydney NSW 2000
Telephone	02 8072 1901
Mobile	0400 996 781
Email	<a href="mailto:barry.ofarrell@racingaustralia.horse">barry.ofarrell@racingaustralia.horse</a>

## **HARNESS RACING AUSTRALIA INC**

Contact Person	Andrew Kelly
Title	Chief Executive Officer
Postal Address	Level 1, 400 Epsom Road, Flemington VIC 3031

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## **SCHEDULE 3 – CATEGORIES OF EMERGENCY ANIMAL DISEASES**

### **(Clause 8)**

#### **1. CATEGORISATION OF EADs**

##### **1.1 Approach to categorisation**

EADs will be categorised in the following manner.

##### **Category 1**

These are EADs that predominantly seriously affect human health and/or the environment (depletion of native fauna) but may only have minimal direct consequences to the livestock industries.

##### **Category 2**

These are EADs that have the potential to cause major national socio-economic consequences through very serious international trade losses, national market disruptions and very severe production losses in the livestock industries that are involved. This category includes diseases that may have a slightly lower national socio-economic consequences, but also have significant public health and/or environmental consequences.

##### **Category 3**

These are EADs that have the potential to cause significant (but generally moderate) national socio-economic consequences through international trade losses, market disruptions involving two or more states and severe production losses to affected industries, but have minimal or no effect on human health or the environment.

##### **Category 4**

These are EADs that could be classified as being mainly production loss diseases.

While there may be international trade losses and local market disruptions, these would not be of a magnitude that would be expected to significantly affect the national economy. The main beneficiaries of a successful emergency response to an outbreak of such a disease would be the affected livestock industry(s).

The EADs which have been categorised (classified) as at the Commencement Date are as follows:

## 1.2 Category 1

- Australian bat lyssavirus
- Japanese encephalitis
- Nipah virus
- rabies
- Western, Eastern and Venezuelan equine encephalomyelitis

## 1.3 Category 2

- avian influenza (highly pathogenic; virus subtypes H5 and H7)
- bovine spongiform encephalopathy
- brucellosis (due to *Brucella abortus*)
- brucellosis (due to *Brucella melitensis*)
- foot-and-mouth disease
- glanders
- Hendra virus
- peste des petits ruminants
- Rift Valley fever
- rinderpest
- screw worm fly
- sheep and goat pox
- vesicular stomatitis

## 1.4 Category 3

- African horse sickness
- African swine fever
- anthrax (major outbreaks)
- avian influenza (highly pathogenic; other than virus subtypes H5 and H7)
- avian influenza (low pathogenic; virus subtypes H5 and H7)
- bluetongue
- classical swine fever
- contagious bovine pleuropneumonia
- encephalitides (tick-borne)
- lumpy skin disease
- Menangle virus (porcine paramyxovirus)
- Newcastle disease
- scrapie
- swine vesicular disease
- trichinellosis
- vesicular exanthema

## 1.5 Category 4

- Aujeszky's disease
- Borna disease
- bovine tuberculosis due to *Mycobacterium bovis*
- contagious equine metritis
- dourine
- east coast fever
- epizootic lymphangitis
- equine babesiosis
- equine encephalosis
- equine influenza
- Getah virus
- haemorrhagic septicaemia
- heartwater
- infectious bursal disease (hypervirulent form)
- Jembrana disease
- maedi-visna
- Nairobi sheep disease
- porcine epidemic diarrhoea
- porcine reproductive and respiratory syndrome (PRRS)
- Potomac fever
- pulmonary adenomatosis
- sheep scab
- surra
- Influenza A virus of swine
- Teschen disease
- transmissible gastroenteritis
- Wesselsbron disease

## 2. PROCESS FOR CATEGORISATION, RECATEGORISATION OR REMOVAL OF AN EAD

- A concerned Party lodges a substantiated request with Animal Health Australia.
- If Animal Health Australia agrees the evidence presented supports categorisation, recategorisation or removal of a disease, it will within 30 days of receipt refer the request to Animal Health Committee.
- If Animal Health Australia does not refer a request for categorisation, recategorisation or review of a disease to Animal Health Committee (because of a

perceived lack of justification), a Party may appeal to Members at a General Meeting of Animal Health Australia.

- Animal Health Committee will convene an Emergency Animal Disease Categorisation Panel within 30 days.
- The Panel will report its findings to Animal Health Committee within 90 days.
- Animal Health Committee will advise Animal Health Australia of the Panel recommendations within 30 days of receipt and whether or not it supports the recommendation.
- Animal Health Australia will refer the recommendation from Animal Health Committee to the Relevant Parties.
- The Relevant Parties will then meet and, if they reach agreement, the agreement will be implemented.
- If the Relevant Parties do not reach an agreement in respect of the recommendation of Animal Health Committee, the Board of Animal Health Australia will consider the advice of Animal Health Committee and the response from the Relevant Parties at its first meeting following the receipt.
- The Parties will be advised of the Board's determination within 30 days.
- The determination is final and a further review will not be accepted by Animal Health Australia unless further substantive information becomes available.

### **3. FORM OF REQUEST FOR CATEGORISATION, RECATEGORISATION OR REMOVAL**

**Application for disease categorisation, recategorisation or removal of categorisation under clauses 8.3 or 8.4 of the Deed for Government and Livestock Industry Cost-Sharing of Emergency Animal Disease Responses.**

Chief Executive Officer  
Animal Health Australia  
Level 2, 95 Northbourne Ave  
Turner ACT 2612

[Name and address of Party to Deed] seeks:

- categorisation of [name of disease] which is not presently included in **Schedule 3** of the Deed;



- a category review of [name of disease], which under **Schedule 3** of the Deed, is categorised as a [Category xx] disease; or
- the removal from the Deed of [name of disease], which under **Schedule 3** of the Deed, is categorised as a [Category xx] disease.

The basis for the request for categorisation/review/removal is described below (or see Attachment).

It is noted that the procedure for consideration of a request for disease categorisation/recategorisation/removal is as described in **Part 2** of **Schedule 3** of the Deed.

[INSERT TEXT OF BASIS OF REQUEST]

Yours sincerely

Signature of Party or Official Representative

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## **GUIDE TO PARTIES SEEKING CATEGORISATION / RECATEGORISATION / REMOVAL**

The request needs to address the implications of the disease for:

- public health
- domestic and international markets
- animal production
- the environment

The arguments presented should contain qualitative information and quantitative information (where this exists or can be reasonably generated).

In order for a categorisation/recategorisation/removal request to be accepted by Animal Health Australia for review, applicants will need to demonstrate a reasonable basis for undertaking that categorisation/recategorisation/removal having regard to:

- (a) the nature of the disease, such as issues of:
  - epidemiology – factors influencing the spread of the disease, such as incubation period, persistence of the organism, modes of transmission;
  - aetiology – i.e. information on the causal organism, such as its virulence;
  - susceptibility of species;
  - world distribution;
  - resistance and immunity; or
  - manner and risk of introduction; or
- (b) the impact of the disease on:
  - public health;
  - domestic and international markets for livestock, livestock products and other goods and services such as tourism;
  - national economy;
  - animal production; or
  - the environment.

### **4. EMERGENCY ANIMAL DISEASE CATEGORISATION PANEL**

The Emergency Animal Disease Categorisation Panel is required to meet by teleconference or face-to-face and to report its findings to Animal Health Committee within 90 days of being convened by Animal Health Committee.

Decisions of the Emergency Animal Disease Categorisation Panel will be made by Consensus.

In the event that Consensus cannot be reached, the matter will be referred to the Board of Animal Health Australia.

Costs associated with Panel operations will be retrospectively cost shared by the Relevant Parties according to the cost sharing arrangements for the disease category that is ultimately agreed.

#### **4.1 Terms of Reference**

Taking into account relevant scientific and other knowledge and experience:

- Consider Animal Health Australia proposals for change in the categorisation or removal of an existing disease referred by Animal Health Committee.
- Determine an appropriate categorisation for a new disease referred by Animal Health Committee.

#### **4.2 Membership**

As a minimum it will comprise the following functions:

- an independent chair
- a veterinarian with government disease control expertise
- a person with specific expertise in the disease
- a person with relevant economic expertise
- a nominee from each relevant industry.

Where appropriate it will include:

- a person with public health expertise, if a public health risk may exist
- a conservation representative, if appropriate
- other relevant members determined by the independent chair.

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## **SCHEDULE 4 – DEVELOPMENT AND MANAGEMENT OF AN EADRP**

### **(Clauses 7 and 9)**

#### **A. STRUCTURE AND CONTENT OF AN EMERGENCY DISEASES RESPONSE PLAN ("EADRP")**

A guide to the structure and content of an EADRP follows. The sub-headings may be regarded as a checklist to aid in the development of the EADRP and the EADRP may not necessarily need to refer to all matters referred to in the sub-headings. The amount of detail will depend on the nature and extent of the emergency disease response, and the stage of the response.

However, an EADRP submitted for initial approval by the NMG will need to address the core components marked with an asterisk(\*). Other components may be developed, and their approval sought, in accordance with a timetable agreed by CCEAD.

##### **1. Status report on suspect disease\***

- Overview
- Location of premises
- Estimated number of each susceptible species
- Clinical situation on premises (description of clinical signs, morbidity)
- Results of initial tracing/surveillance (including if identification of index case)
- Estimated numbers of premises/susceptible species in vicinity
- Action taken to date
- Feasibility of eradication
- Laboratory diagnosis

##### **2. Proposed response activities\* (control/eradication strategies)**

###### **2.1 Stamping out**

- 2.1.1. Slaughter procedures for all infected and exposed animals
- 2.1.2. Disposal

###### **2.2 Quarantine and movement controls on animals products and things**

- 2.2.1 State/territory Livestock Standstill and National livestock standstill
- 2.2.2 Restricted area
- 2.2.3 Control area

###### **2.3 Decontamination and farm clean-up procedures**

###### **2.4 Diagnosis, tracing and surveillance**

- 2.4.1 Liaison between State, private laboratories and AAHL
- 2.4.2 Resources for surveillance and laboratory testing

- 2.5 Zoning
- 2.6 Vaccination strategy
  - 2.6.1 Vaccination protocols
  - 2.6.2 Priorities (e.g. ring vaccination first)
  - 2.6.3 Processing of vaccinated stock, including by-products and waste
  - 2.6.4 End-use of vaccinated stock
- 2.7 Situation Reports production and dissemination
- 2.8 International notifications (Department of Agriculture and Water Resources responsibility)
- 2.9 Management of feral and/or wild animals.
- 3. Indicative budget\* (to be provided for each proposed response activity)
  - 3.1 Staffing
    - 3.1.1 Permanent staff (including accreditation to National EADP Competency Standards)
    - 3.1.2 Volunteers/emergency services personnel
  - 3.2 Operating
  - 3.3 Capital
  - 3.4 Compensation
- 4. Public relations\*
  - 4.1 Lead responsibility for liaison with media
  - 4.2 Industry and community liaison
- 5. Local disease control centre (LDCC)
  - 5.1 LDCC site
  - 5.2 Equipment
  - 5.3 Operations
    - 5.3.1 Veterinary investigations
    - 5.3.2 Restricted area movement and security
    - 5.3.3 Infected premises operations
    - 5.3.4 Other field operations
  - 5.4 Technical
    - 5.4.1 Epidemiology
    - 5.4.2 Public relations
    - 5.4.3 Technical specialists

- 5.4.4 Liaison
- 5.5 Resources
  - 5.5.1 Induction for incoming staff
  - 5.5.2 Administration (accommodation, meals, transport etc.)
  - 5.5.3 Emergency services liaison
- 5.6 Infected premises operations teams
- 5.7 Forward command post (if necessary)
- 6. State disease control headquarters (SDCHQ)
  - 6.1 Structure, management and staffing
  - 6.2 Technical Support
    - 6.2.1 Industry liaison
    - 6.2.2 Public relations
    - 6.2.3 Legal support
    - 6.2.4 Epidemiology and other specialist support
  - 6.3 Operations
    - 6.3.1 Tracing, surveillance, movement controls and vaccination
    - 6.3.2 Mapping and information management
  - 6.4 Resources
    - 6.4.1 Administration
    - 6.4.2 Emergency services liaison
- 7. Information systems and management
  - 7.1 Software to assist the management of EAD information
  - 7.2 Control centres information management
    - 7.2.1 Message forms and log sheets
    - 7.2.2 Files
    - 7.2.3 Personnel
    - 7.2.4 Information boards
    - 7.2.5 Staff information briefings
- 8. Additional research and information needs
- 9. Accounting procedures
- 10. Monitoring of cost-effectiveness of EADRP

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## SCHEDULE 5 – AUSVETPLAN DOCUMENTATION

### (Clause 7.2)

#### 1. RELEVANT AUSVETPLAN MANAGEMENT MANUALS

Application of the content of the following Manuals is expected unless the **CCEAD** permits specific variation.

- Control Centre Management Part 1
- Control Centre Management Part 2
- Laboratory preparedness

#### 2. APPLICABLE AUSVETPLAN DISEASE STRATEGY

Full AUSVETPLAN Disease Strategies are available for certain of the diseases listed at **Schedule 3**.

Full AUSVETPLAN Disease Strategies are available on the Internet at

<https://www.animalhealthaustralia.com.au/our-publications/ausvetplan-manuals-and-documents/>

for the following diseases listed at **Schedule 3**.

##### Category 1

- Australian bat lyssavirus
- Japanese encephalitis
- rabies

##### Category 2

- avian influenza (highly pathogenic; virus subtypes H5 and H7)
- bovine spongiform encephalopathy
- brucellosis (due to *Brucella abortus*)
- foot-and-mouth disease
- peste des petits ruminants
- Rift Valley fever
- rinderpest
- screw worm fly
- sheep and goat pox
- vesicular stomatitis

##### Category 3

- African horse sickness
- African swine fever
- avian influenza (highly pathogenic; other than virus subtypes H5 and H7)

- avian influenza (low pathogenic; virus subtypes H5 and H7)
- bluetongue
- classical swine fever
- lumpy skin disease
- Newcastle disease
- scrapie
- swine vesicular disease

#### **Category 4**

- Aujeszky's disease
- equine influenza
- infectious bursal disease (hypervirulent form)
- porcine reproductive and respiratory syndrome (PRRS)
- transmissible gastroenteritis

For the other diseases a 'Response Policy Brief' is available on the Internet at <http://www.animalhealthaustralia.com.au/our-publications/ausvetplan-manuals-and-documents/>.

Application of the content of the applicable Disease Strategy is expected unless the CCEAD permits specific variation.

### **3. OPERATIONAL MANUALS**

- Decontamination
- Destruction of animals
- Disposal procedures
- Livestock welfare and management
- Public relations
- Valuation and compensation
- Wild animal response strategy.

## SCHEDULE 6 – COST SHARING

### (Clause 10)

#### 1. GOVERNMENT FUNDING

##### Determination of proportional split between the Government Parties

The following formulae will be used to determine the share of each State and Territory of the total Government funding.

The Commonwealth share is 50% of the total government share in each case.

##### *Formulae explanation*

For all values a mean of data for three consecutive years is used, and updated in August each year, by Animal Health Australia, using ABS source data (including preliminary data for most recent year if available); or if ABS data is not available, an estimate agreed by the Relevant Parties. The 'Category 1' formula will use figures from the latest human population census.

Population and GVP data are converted to percentage terms to allow addition. The share of an individual State/Territory determined in the last column is divided by two to incorporate the Commonwealth's 50% share.

##### 1.1 Category 1 formula

State/territory proportions based on latest human population census

[a]	[b]
Human population % of national total	Share [a] divided by 2

##### 1.2. Cattle, sheep and pig formula

State/territory shares based on livestock populations (numbers) and GVP

[a]	[b]	[c]	[d]	[e]	[f]
Cattle (000's) Beef and dairy	Sheep (000's)	Pig (000's)	Aggregate (in sheep equivalents) [7.5a+b+c], as a % of national total	GVP (cattle and calves, milk, sheep and lambs, wool, pigs)*, as a % of national total	Share [d+e]/Σ[d+e] (as %), divided by 2

\* ABS pig GVP data may not be available for all States and Territories

### 1.3. Pig formula

State/territory shares based on livestock populations and slaughterings

[a]	[b]	[c]
Pigs, as a % of national total	Number of pigs slaughtered, as a % of national total	Share $[a+b]/\Sigma[a+b]$ (as %), divided by 2

### 1.4. Cattle and sheep formula

State/territory shares based on livestock populations and GVP

[a]	[b]	[c]	[d]	[e]
Cattle (000's) Beef and dairy	Sheep (000's)	Aggregate (in sheep equivalents) $[7.5a+b]$ , as a % of national total	GVP (cattle and calves, milk, sheep and lambs, wool), as a % of national total	Share $[c+d]/\Sigma[c+d]$ (as %), divided by 2

### 1.5. Poultry formula

State/territory shares based on laying hen populations and poultry slaughterings

[a]	[b]	[c]
Number of hens and pullets for egg production, as a % of national total	Number of poultry slaughtered, as a % of national total	Share $[a+b]/\Sigma[a+b]$ (as %), divided by 2

### 1.6. Screw worm fly formula

Jurisdiction	%
NSW	10.5
Vic	6.0
Qld	28.5
WA	1.5
SA	3.0
Tas	0.0
NT	0.5
ACT	0.0
C'wlth	50.0

### 1.7. Cattle formula

State/territory shares based on cattle populations and GVP

[a]	[b]	[c]
Cattle (beef and dairy) as a % of national total	GVP (cattle and calves, milk), as a % of national total	Share $[a+b]/\Sigma[a+b]$ (as %), divided by 2

### 1.8. Sheep and goat formula

State/territory shares\*\* based on livestock populations and GVP

[a]	[b]	[c]
Sheep, as a % of national total	GVP (sheep and lambs, wool) as a % of national total	Share $[a+b]/\Sigma[a+b]$ (as %), divided by 2

\*\* Sheep data only. Goat data not readily available from ABS. The effect on cost-shares should be insignificant.

### 1.9. Horse formula

State/Territory shares based on horse populations\*

[a]	[b]
Horse population, as a % of national total	State/Territory Share [a] divided by 2

\*Horse GVP not generally available

### 1.10. Cattle and horse formula

State/territory shares based on livestock populations and GVP\*\*

[a]	[b]	[c]	[d]	[e]
Cattle (000's) beef and dairy	Horses (000's)	Aggregate $[a+b]$ , as a % of national total	GVP (cattle and calves, milk), as a % of national total	Share $[c+d]/\Sigma[c+d]$ (as %), divided by 2

\*\*Cattle only, horse GVP not generally available

### 1.11. Sheep and horse formula

State/territory shares based on livestock populations and GVP\*\*

[a]	[b]	[c]	[d]	[e]
Sheep (000's)	Horses (000's)	Aggregate (in sheep equivalents) [a+8b], as a % of national total	GVP (sheep and lambs, wool), as a % of national total	Share [c+d]/ $\Sigma$ [c+d] (as %), divided by 2

\*\*Sheep only, horse GVP not generally available

## Application of the formulae to diseases

### 1. Category 1 formula for:

- Australian bat lyssavirus
- Japanese encephalitis
- Nipah virus
- rabies
- Western, Eastern and Venezuelan equine encephalomyelitis

### 2. Cattle, sheep and pig formula for:

- foot-and-mouth disease
- rinderpest
- swine vesicular disease
- vesicular exanthema
- vesicular stomatitis\*

\* While vesicular stomatitis also infects horses, the formula is simplified by leaving out horse population data. The effect on Cost Shares is insignificant.

### 3. Pig formula for:

- African swine fever
- Aujeszky's disease
- classical swine fever
- Menangle virus (porcine paramyxovirus)
- porcine epidemic diarrhoea
- porcine reproductive and respiratory syndrome (PRRS)
- Influenza A virus of swine
- Teschen disease
- transmissible gastroenteritis
- trichinellosis

#### **4. Cattle and sheep formula for:**

- anthrax (major outbreaks)
- bluetongue
- heartwater
- Rift Valley fever

#### **5. Poultry formula for:**

- avian influenza
- infectious bursal disease (hypervirulent form)
- Newcastle disease

#### **6. Screw worm fly formula for:**

- screw worm fly

#### **7. Cattle formula for:**

- bovine spongiform encephalopathy
- bovine tuberculosis due to *Mycobacterium bovis*
- brucellosis (due to *Brucella abortus*)
- contagious bovine pleuropneumonia
- east coast fever
- haemorrhagic septicaemia
- Jembrana disease
- lumpy skin disease

#### **8. Sheep formula\* for:**

- brucellosis (due to *Brucella melitensis*)
- encephalitides (tick-borne)
- maedi-visna
- Nairobi sheep disease
- peste des petits ruminants
- pulmonary adenomatosis
- scrapie
- sheep and goat pox
- sheep scab
- Wesselsbron disease

\*While some of these diseases also infect goats, the formula is simplified by leaving out goat GVP and production figures. The effect on cost-shares should be insignificant.

#### **9. Horse formula for:**

- African horse sickness
- contagious equine metritis
- dourine
- epizootic lymphangitis
- equine babesiosis
- equine encephalosis
- equine influenza
- Getah virus
- glanders
- Hendra virus\*
- Potomac fever

\* It will be more practical to use the 'horse only' formula for Hendra virus, notwithstanding human health implications.

#### **10. Cattle and horse formula for:**

- surra

#### **11. Sheep and horse formula for:**

- Borna disease



## 2 INDUSTRY FUNDING

The split of costs eligible for Cost Sharing between the Industry Parties where an EAD affects more than one species or concerns more than one Industry Party will be determined as follows:

### 2.1 Cost Sharing in diseases affecting more than one species

Where an EAD affects more than one species, the contributions from the Affected Industry Parties will be determined having regard to the GVP of each Industry subject to a weighting to reflect the importance of the EAD for that Industry ("**Weighted Proportional Contribution**"). The Weighted Proportional Contribution will be determined in accordance with the following formula:

$$\text{The individual industry shares (as \%)} = \frac{GVP_i}{GVP_T} * W_i * x$$

where:

$GVP_i$  = Gross value of production of the industry

$GVP_T$  = Combined gross value of production of the affected industries

$W_i$  = the weights for each industry set out in the table below

$$x \text{ is a scaling factor and is } = \frac{GVP_T}{\sum_i (GVP_i * W_i)}$$

The purpose of the scaling factor is to scale the percentage values of individual industry shares back up to the total of 100%.

Disease	Funding weights for industry eradication costs			
	Cattle %	Sheep/goats %	Pigs %	Horses %
anthrax	70	30		
Borna disease		50		50
foot-and-mouth disease	50	30	20	
Rift Valley fever	30	70		
screw worm fly	n/a	n/a		
vesicular stomatitis	50	20	20	10
heart water	50	50		
surra	50			50

The exception is screw worm fly, where the contributions from the affected Industry Parties will be cattle 85% (beef 84% dairy 1%) and sheep/goats 15%, (based on information from "*Economic Assessment of the expected producer losses and control strategies of a screw worm fly invasion of Australia\**", (1993), Queensland Department of Primary Industries Project Report Series Q093016).

## **2.2 Cost Sharing where more than one Industry Party represents a species**

Where more than one Party represents a species, the manner of Cost Sharing between those Parties will be determined by Animal Health Australia in consultation with those Parties, having regard to the GVP of Industry sectors.

For screw worm fly, the cattle apportionments are 1% for dairy, with the remaining 84% split on GVP between beef grazing and beef feedlots.

## **3 DETERMINATION OF COSTS**

All claims for Cost Sharing of costs under the Agreement must be certified by the Senior Accounting Officer and Chief Veterinary Officer of the State, Territory or Commonwealth organisation involved or the senior accounting officer of an Industry body.

### **3.1 Salaries and Wages**

- (a) Salary or consultancy fees of staff/consultants who are, or would be, engaged by a government or Industry Party, irrespective of the implementation of the EADRP, are not eligible for Cost Sharing.
- (b) Salaries or consultancy fees for staff/consultants engaged by a Party to assist directly with the implementation of the EADRP and for staff/consultants engaged to backfill positions of existing permanent staff assisting directly with the implementation of the EADRP will be eligible for Cost Sharing.
- (c) Salaries or wages of staff seconded across State or Territory borders will not be eligible for Cost Sharing, but salaries or wages of staff/consultants engaged to backfill positions of seconded staff will be eligible.
- (d) Allowances for staff/consultants engaged in the implementation of the EADRP will be eligible for Cost Sharing. These will include meal allowances, district allowances, penalty rates and accommodation assistance.
- (e) Payroll tax, workers' compensation, superannuation and leave for staff especially recruited as a result of the implementation of the EADRP will be eligible for Cost Sharing.
- (f) Where normal employment conditions provide for payment of overtime, overtime incurred directly as a result of the implementation of the EADRP will be eligible for Cost Sharing.
- (g) Fees and allowances to private veterinarians employed or contracted by the government Parties to assist with the implementation of the EADRP will be eligible for Cost Sharing up to the level of fees and allowances structure approved by AHC, or such other relevant fees and allowances structure.
- (h) Reimbursements to volunteer emergency service and defence personnel will be by negotiation with the service provider, but should provide primarily for out-of-pocket or incidental expenses. If the basis of engagement of volunteer emergency service or

defence personnel is other than primarily for out of pocket expense then with express approval of NMG, arrangements as for 3.1 (b) will apply.

### **3.2 Operating Expenses**

- (a) Operating expenses directly incurred by a Party undertaking activities in the EADRP will be eligible for Cost Sharing.
- (b) For laboratory services provided internally by a Commonwealth, State/Territory government agency, the cost of additional staff and operating costs incurred as a result of activities required by the EADRP will be eligible for Cost Sharing.
- (c) For laboratory services provided to a State/Territory government by an external source to assist in the implementation of the EADRP:
  - when the specified contracted level of service is exceeded, an amount equivalent to the marginal cost incurred in (b) by a comparable government laboratory for that additional service is eligible for Cost Sharing; or
  - where there is no specified contracted service level, an amount not exceeding the full price that would be charged by a comparable government laboratory for those services.
- (d) All stores and equipment purchased with funds which have been subsequently reimbursed from the Cost Sharing arrangements shall be valued at the time the Proof of Freedom Phase ends and sold within 60 days. The proceeds of any sale, or equivalent valuation, will be distributed to the Parties in the same proportion as contributions actually made by them.
- (e) Any variation from this procedure can only be made with the approval of the Parties.

### **3.3 Capital Costs**

- (a) Capital expenditure on major items such as motor vehicles or buildings will not be eligible for Cost Sharing. The working life of such capital items would normally be expected to extend far beyond any eradication effort funded under the EADRP and there is every possibility they could be utilised in other ongoing programs.
- (b) Essential equipment required for the immediate servicing needs of the EADRP will be eligible for Cost Sharing.
- (c) At the time the Proof of Freedom Phase ends any equipment purchased with funds which have subsequently been subject to Cost Sharing will be dealt with as in Operating Expenses (d) above.

### **3.4 Compensation**

Consistent with the relevant legislation applying in the jurisdiction in question payments for Compensation are eligible for Cost Sharing providing that the Compensation is to be paid to the owner of:

- (a) any livestock or property which is destroyed for the purpose of eradication or prevention of the spread of an emergency animal disease;
- (b) any livestock which an inspector accredited under the applicable legislation in that jurisdiction, who is a veterinary surgeon or who is approved by a CVO, is satisfied has died of the EAD and who has certified to that effect, and who (after due enquiry) is satisfied that there has been no unreasonable delay in reporting the death of the livestock and where the CVO certifies that the livestock would have been compulsorily slaughtered had they not died.

#### 3.4.1 Additional principals re Compensation payments that are eligible for Cost Sharing

##### *Second valuation or 'Top-up Payment'*

In the case of livestock, a second payment may become due on the date the property where the livestock were located becomes eligible to be restocked provided the total value of livestock is greater on that date. The Compensation payable at this second payment is the difference between the total value of livestock on that date and the amount paid for livestock in (a) and (b) above.

##### *To whom payable*

Compensation to be payable to the 'owner', which includes every person (in case of a body corporate, the manager/secretary), other than a mortgagee not in possession, having or claiming any right title or interest in any stock or land.

##### *Time limit for applications*

A claim for Compensation in respect of livestock or other property must be made by, or on behalf of, the owner within ninety (90) days after the date of destruction or death of the livestock or other property.

A request for a second valuation must be made by or on behalf of the owner within thirty (30) days of receipt of notification that the property is eligible to be restocked. A claim for a second payment for Compensation must be made within twenty-one (21) days of receipt of the second valuation determination.

##### *Exclusions*

No Compensation or any such part of the Compensation otherwise payable as the responsible authority thinks reasonable shall be payable under these guidelines to any owner if they have been convicted of an offence under any Act or regulations which is directly related to the containment and eradication of the EAD.

##### *Method of valuation*

In the case of livestock the value is based on:

- (a) the date the owner or owner's representative reports the disease or suspicion of disease to an inspector accredited under applicable legislation or a veterinary surgeon; or
  - (b) the date of detection of the disease by an inspector accredited under applicable legislation; or
  - (c) the date of imposition of a quarantine order relating to the disease,
- whichever is the earlier.

In the case of livestock, the date on which the second valuation is based is the date of release of all restrictions pertaining to the property's eligibility to be restocked.

In the case of property (including buildings), the value is that applicable immediately before destruction.

In determining the Compensation to be paid no allowance shall be made for loss of profit, loss occasioned by breach of contract, loss of production or any other consequential loss whatsoever (in the context of the Deed).

For the purpose of calculating the value of the stock or property, that value shall be calculated upon the basis of a sale at the place where the stock or property was when it was destroyed or where the stock was when it died of the disease, that is, farm gate value.

The value of any stock or property in respect of which Compensation is payable shall be the amount determined by the relevant legislation in the jurisdiction in which the death or destruction occurred.

#### *False statements*

Any person who is suspected of having acted with intent to mislead or defraud the Crown for the purpose of obtaining Compensation for himself or any other person under this Agreement, or who is suspected of having knowingly made a statement which is in any respect false or misleading or who is suspected of practices or of being concerned in any fraudulent act shall be reported to the relevant authorities for appropriate action. That person, if proven to have so behaved forfeits all rights to Compensation and any Compensation paid, under the Deed for the EAD.

## **4 DETERMINATION OF PROPORTIONAL SHARES**

### **Determination of proportional dollar shares at the Agreed Limit**

In August each year Animal Health Australia, using ABS source data (including preliminary data for most recent year if available); or if ABS data is not available, an estimate agreed by the relevant Parties and calculating a mean of the relevant data for three consecutive years will:

1. Determine the GVP for each of the relevant industries.
2. Calculate the aggregate GVP for the relevant industries.
3. Calculate the percentage set out in **clause 10.5(a)** (or such other percentage agreed in writing by the Affected Parties) of the aggregate GVP.

In the event of an EAD; according to a schedule agreed with the NMG at the time and as **provided for in clause 13.1 (c) of the Deed and Part 2 of Schedule 7, Animal Health Australia** will also:

4. Determine the dollar shares of the government Parties (in total) and Industry Party(s) (in total), using the percentages applying to each Category of disease as described in **clause 10.2(a)**.
5. Determine the dollar shares of
  - each of the government Parties, using the percentages obtained from the relevant formula described in **Part 1 of Schedule 6**
  - each of the Industry Parties (in the case of a disease affecting more than one species, or where more than one party represents a species), in the manner set out in **Part 2 of Schedule 6**.

## **5 CHANGES IN GVP**

The Cost Sharing arrangements in place at the adoption of an EADRP will, unless agreed in writing by all Affected Parties, remain for the period of the EADRP, notwithstanding any changes in the GVP in the course of the EADRP.

## SCHEDULE 7 – FUNDING OF COST SHARING OBLIGATIONS

### (Clause 11)

#### 1. PAYMENT OF INDUSTRY SHARES OF COST SHARING

In this Part of this Schedule 'Industry' means an Industry whose Cost Sharing obligations the Commonwealth has met under **clause 11.4(b)**.

##### (1) *Industry obligations - repayment of Commonwealth*

The Industry Party must ensure that the Industry repays the Commonwealth within a reasonable period (generally expected to be no longer than 10 years), having regard to the amount paid by the Commonwealth. Repayment must be on the basis of preserving the net present value of the amount paid by the Commonwealth. In that regard, interest on each amount outstanding will accrue from the date on which it was paid by the Commonwealth and is payable at a rate equivalent to the annual inflation rate in respect of each year (or part) during which the amount remains outstanding.

Repayment by an Industry Party may be through industry statutory levy arrangements or voluntary means. The obligations on Industry Parties who decide on repayment by statutory levy arrangements are outlined in sections 2, 3(a) and 3(b) of this Schedule.

In the case of an Industry Party deciding to nominate a voluntary means of repayment, the Industry Party must provide written advice to the satisfaction of the Commonwealth, outlining the proposed voluntary repayment means. Such written advice must be provided to, and agreed to, in advance of the Commonwealth agreeing to underwrite the industry contribution on such a basis. The Commonwealth reserves the right to refuse to agree to accept a voluntary means of repayment until it is satisfied that the Industry Party has arrangements in place that will ensure the voluntary means will enable the Industry Party to meet its repayment obligations. The Commonwealth reserves the right to seek such supporting evidence and/or written guarantees of an Industry Party as it considers necessary to satisfy itself as to the suitability of a voluntary means of payment.

Regardless of the agreed method of repayment, in the event that an industry is unable to meet the agreed repayment schedule the Commonwealth may, at any time, by written notice to the Industry Party, notify the Industry Party of the amount outstanding. On receipt of such a notice the Industry Party is required to enter into negotiations with the Commonwealth, by such date as is specified in the notice, to establish a new repayment schedule. A new repayment schedule may include, if deemed necessary, a new repayment methodology. Should a new repayment schedule not be agreed within two months of the commencement of negotiations, the Commonwealth reserves the right to initiate arrangements to recover the amount outstanding, together with interest, through statutory levy arrangements.

(2) *Industry obligations - levy arrangements*

Each of the Parties listed in the following table intends to fund its obligations in the manner indicated in the table.

<b>Party</b>	<b>Levy set at zero rate, activated when required</b>	<b>Levy set at operative rate</b>	<b>Other mechanism</b>
Australian Chicken Meat Federation Inc.	X		
Australian Eggs Limited	X		
Australian Dairy Farmers Limited	X		
Cattle Council of Australia Inc.	X		
Australian Pork Limited	X		
Sheep Producers Australia Limited	X		
WoolProducers Australia			X <sup>1</sup>
Australian Lot Feeders' Association Inc.	X		
Goat Industry Council of Australia	X		
Racing Australia Limited	X		
Harness Racing Australia Inc.	X		
Australian Horse Industry Council	X		
Equestrian Australia Limited	X		

An Industry Party may elect to adopt a funding mechanism different from that indicated in the table should it wish to do so following consultation with levy payers.

An Industry Party will use its best endeavours to ensure that, within 6 months after it executes this Deed, it has concluded the consultation process required under the Government's Levy Principles and Guidelines relating to the contemplated introduction of a new levy or modification of an existing levy. Should an Incident affecting the Party occur

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<sup>1</sup> \$5 million reserve held by Australian Wool Innovations on behalf of WoolProducers Australia



before that process has been concluded, the Party will use its best endeavours to accelerate conclusion of that process.

Following the conclusion of that process, the Commonwealth will take the necessary steps to introduce the legislation or subordinate legislation to give effect to the levy or other arrangements.

(3) *Industry obligations - EAD outbreak*

If an EAD outbreak occurs:

- (a) an Affected Party, being a Party in respect of whose Industry the levy was initially set at zero rate, must take steps in accordance with the Government's Levy Principles and Guidelines to ensure that the rate of levy is increased to such operative rate as will enable the Party to meet its repayment obligations to the Commonwealth as set out in section (1) above;
- (b) an Affected Party, being a Party in respect of whose Industry the levy was set at an operative rate, must:
  - (i) review the amount held in reserve as a result of the levy receipts; and
  - (ii) if that amount, together with other amounts reasonably expected to be received as a result of future levy receipts, is reasonably considered to be insufficient to enable the Party to meet its repayment obligations to the Commonwealth as set out in section (1) above, the Party must take steps, in accordance with the Government's Levy Principles and Guidelines, to ensure that the rate of levy is increased to such rate as will enable the Party to meet those obligations; and
- (c) an Affected Party, being a party in respect of whose Industry a voluntary means of repayment was agreed with the Commonwealth, must review those arrangements to ensure that the party can meet its obligations to the Commonwealth as set out in section (1). If those arrangements are deemed to be insufficient to meet its obligations, the Industry party must ensure alternative arrangements are established to meet those obligations.

## **2. MECHANISM FOR DETERMINATION OF THE COSTS OF AN EADRP**

The Lead Agency(s) must keep financial details of the EADRP in accordance with **clause 13.1(a)**. The Lead Agency(s) must arrange for external audit of their financial statements relating to the EADRP in accordance with **clause 13.4**. Cost Sharing of eligible costs of each Affected Party incurred in an EADRP, as determined in accordance with **clause 10** and **Part 3** of **Schedule 6** will be made on a monthly basis (or such other period as agreed by the NMG).

The Lead Agency(s) and each Affected Party that has incurred eligible costs should submit to Animal Health Australia as soon as possible after each period, a claim in the format provided by Animal Health Australia, signed by the Chief Veterinary Officer and a relevant financial officer of the Affected Party. Animal Health Australia may seek such information as it considers necessary to enable verification of claims.

Animal Health Australia will coordinate and collate claims for Cost Sharing in accordance with **clause 13.1(b)** and will maintain records of funds paid by or to Parties in accordance with **clause 13.1(c)**.

Animal Health Australia will sum the Claims, together with any costs it has incurred in accordance with **clause 10.7**, to determine the aggregate amount for Cost Sharing.

Using the cost-share proportions determined in accordance with **Parts 1** and **2** of **Schedule 6**, Animal Health Australia will determine the gross amounts payable by each of the Affected Parties.

The amounts (if any) claimed for Cost Sharing are then deducted from the respective gross amounts to determine a net amount payable. Note: For the Lead Agency(s) this net amount can be expected to be negative.

Animal Health Australia will then advise the Affected Parties of the amount payable or amount receivable (if the net amount in the previous paragraph is negative). If there is more than one Affected Party with an amount receivable, Animal Health Australia will advise the amount payable to them by each of the remaining Affected Parties. In the case of Industry Affected Parties that have an agreed arrangement with the Commonwealth for meeting their obligations pursuant to **clause 10.2** retrospectively, the amount payable by those Affected Parties will be added to the share of the amount payable by the Department of Agriculture and Water Resources.

The Affected Party(s) with an amount receivable will invoice the other Affected Parties, with payment terms 30 days from the date of invoice.

## **SCHEDULE 8 – CONSULTATION**

### **(Clause 12)**

#### **NATIONAL EMERGENCY ANIMAL DISEASE MANAGEMENT GROUP (“NMG”)**

Whilst there is only one NMG, it may be differently constituted for different purposes.

#### **1. NMG CONSIDERATION OF EMERGENCY ANIMAL DISEASE RESPONSE ISSUES**

##### **1.1 Composition**

A representative of each of the Relevant Parties who should be:

- (a) the Secretary of the Department of Agriculture and Water Resources (Chair);
- (b) the Chief Executive Officer of the State and Territory Government Parties;
- (c) the President (or analogous officer) of each of the Relevant Industry Parties;
- (d) Animal Health Australia as an observer.

Representatives on NMG should where possible have undergone appropriate training conducted by Animal Health Australia in respect of their responsibilities and the principles of EAD responses.

##### **1.2 Terms of Reference**

The NMG will:

- (a) receive advice from CCEAD on technical issues relating to an EAD;
- (b) receive regular reports from CCEAD, including budgeted, committed and actual expenditure on an EADRP;
- (c) have responsibility for the key decisions in an EADRP, including:
  - (i) the approval of an EADRP, which includes an indicative budget
  - (ii) the review of an EADRP where it believes the cost may exceed the Agreed Limit
  - (iii) the setting on an upper limit on expenditure from time to time, at a level less than the Agreed Limit, below which EADRP expenditure may be committed without reference to NMG
  - (iv) the determination of whether a party has acted appropriately in the matter of reporting of an EAD
  - (v) a determination that an EAD has been eradicated or contained
  - (vi) a determination that an EAD is not capable of eradication or containment by means of an EADRP
  - (vii) the consideration of efficiency assessment reports and the financial audit report

- (d) report as necessary to AGMIN in regard to an EADRP.

### **1.3 Meetings**

- (a) NMG will meet as necessary to consider policy and financial issues associated with an EAD Response and to ensure its effective management.
- (b) Members may be represented at meetings by a delegate.
- (c) Decisions must be made by Consensus.
- (d) Members may be accompanied by advisers who have specific expertise but these persons will not be a party to decisions.
- (e) Members of the NMG or their delegates need to be available at short notice (less than 24 hours).
- (f) CCEAD will communicate with the NMG via the Chair of CCEAD.
- (g) Secretariat services will be provided by the Department of Agriculture and Water Resources, which will provide reports of meetings to each of the Affected Parties.

## **2. NMG CONSIDERATION OF GENERAL ISSUES**

### **2.1 Composition**

NMG will be comprised of representatives of Parties appointed by the Chair of AGMIN from time to time, but shall include representatives of Commonwealth, States and Territories, Industry Parties and Animal Health Australia.

### **2.2 Terms of Reference**

The NMG will:

- (a) oversee resource commitments and consider Deed policy issues;
- (b) monitor progress in implementation of biosecurity measures;
- (c) refer relevant issues arising out of EADRP to Animal Health Australia for consideration under its programs; and
- (d) ensure a review of the Deed is carried out by Animal Health Australia every five years.

### **2.3 Meetings**

- (a) NMG will meet as necessary
- (b) Participation in NMG requires a commitment of all Parties to the exercise of goodwill and cooperation in determining the EAD matters before them, having regard to the best interests of all Parties. Decisions must be taken by Consensus.

Provided that all affected Parties have received due notice and have had an opportunity to participate, the abstention of a Member whether present or not does not negate the operation of a Consensus decision or the degree to which it binds all Parties under the Deed.

A Party which has not been able to resolve a concern within NMG may refer the matter to the Board of AHA for consideration, even if a Consensus decision has been reached in respect of that issue.

- (c) Secretariat services will be provided by the Department of Agriculture and Water Resources.

### **3. CCEAD**

#### **3.1 CCEAD Role in respect of an EAD**

To effectively and efficiently co-ordinate the national technical response to, and to advise meetings of NMG on, emergency animal disease response in accordance with this Deed.

#### **3.2 Scope of CCEAD Activities**

CCEAD is the key technical coordinating body providing the link between the Commonwealth, States/Territories, Industry, Animal Health Australia and NMG for animal health emergencies.

Under this Deed, CCEAD has specific responsibilities:

- receive formal notifications from government Parties on suspected EAD incidents
- advise NMG if an EADRP is required
- recommend to NMG an EADRP
- consider regular reports on progress of an EADRP and develop a Consensus on further actions required
- provide regular consolidated reports to the Affected Parties, and to the NMG, on the status of an EADRP
- in circumstances where rapid eradication of an EAD is judged no longer feasible, provide advice and recommendations to NMG on when the EADRP should be terminated; when cost-sharing should no longer apply and on options for alternative arrangements
- determine when a disease has been contained or eradicated under an EADRP
- recommend when proof of freedom has been achieved following the successful implementation of an emergency animal disease plan.

### **4. MEMBERSHIP OF CCEAD IN RESPECT OF AN EAD**

#### **4.1 Chairperson**

The ACVO (or his/her nominee) convenes and chairs meetings of CCEAD.

#### **4.2 Members representing Commonwealth, State and Territory animal health agencies**

- All State and Territory CVOs (or their nominees)

- One representative nominated by CSIRO Australian Animal Health Laboratory (AAHL)
- Two representatives from the Department of Agriculture and Water Resources nominated by the Australian CVO.

Government Representatives should where possible have undergone appropriate training as a CCEAD Government Representative conducted by Animal Health Australia in respect of their responsibilities and the principles of EAD responses.

#### **4.3 Members representing livestock Industry Parties**

Livestock industry Parties will provide nominees who will join CCEAD immediately in an emergency affecting their industry. The nominees will comprise:

- one representative nominated by each of the Affected Industry Party(s)
- One representative from an unaffected Industry Party representing Industry Parties collectively (as an observer);
- Nominees may be identified from the register, that is maintained and managed by Animal Health Australia, of industry personnel that have undergone appropriate training as CCEAD Industry Representatives conducted by Animal Health Australia in respect of their responsibilities and the principles of EAD responses.

#### **4.4 Observers/resource persons**

Animal Health Australia attends CCEAD as an observer.

Members may be accompanied by advisers who have specific expertise but these persons will not be party to decisions. Health and Environment Department staff may also be invited if appropriate to the emergency. However, the number of observers/resource persons must be kept to the essential minimum. All attendees must be announced and recorded 'as present' in the minutes. Members are responsible for ensuring that the observers that they invite abide by the requirements of the CCEAD Operating Guidelines including confidentiality requirements.

#### **4.5 Meetings**

Participation in CCEAD requires a commitment of all Parties to the exercise of goodwill and cooperation in determining the EAD matters before them, having regard to the best interests of all Parties. Decisions must be taken by Consensus.

Provided that all Affected Parties have received due notice and have had an opportunity to participate, the abstention of a Member whether present or not does not negate the operation of a Consensus decision or the degree to which it binds all Parties under the Deed.

A Party which has not been able to resolve a concern within CCEAD may refer the matter to the Board of Animal Health Australia for consideration, even if a Consensus decision has been reached in respect of that issue.

## SCHEDULE 9 – CONFIDENTIALITY DEED POLL

### (Clause 12.3(b)(v))

The Government and Livestock Industry Cost Sharing Deed in Respect of Emergency Animal Disease Responses (the “**Emergency Animal Disease Response Agreement or EADRA**”) provides for Industry Representatives to be involved in consultations in the Incident Definition Phase, Emergency Response Phase and/or Proof of Freedom Phase of outbreaks relevant to their industry. Consequently, there is potential for information to be available to or received by these Representatives that is of a confidential nature. This information may include

- commercial in confidence information relating to a third party
- sensitive information relating to government policies or financial interests
- information that attracts legal professional privilege
- internal working documents
- information relating to national security or international relations
- personal information.

It is therefore intended that Industry Representatives sign a Confidentiality Deed Poll before receipt of Confidential Information. The Deed Poll is intended to be enforceable against the signatory by any Party to the EADRA that has disclosed, or has an interest in, Confidential Information, even though no other party has executed the document.

The confidentiality undertakings made by Industry Representatives under each Deed Poll are in addition to the confidentiality undertakings made by the relevant Parties under the EADRA.

The Deed Poll will be in the following, or a similar, format – to be determined by Animal Health Australia from time to time.



**GOVERNMENT AND LIVESTOCK INDUSTRY COST SHARING DEED IN RESPECT OF  
EMERGENCY ANIMAL DISEASE RESPONSES**

**CONFIDENTIALITY DEED POLL**

I, \_\_\_\_\_

of \_\_\_\_\_  
(address)

representing  
\_\_\_\_\_  
(industry)

1. In this Deed Poll unless the contrary intent appears, words and phrases have the same meaning as given in the Government and Livestock Industry Cost Sharing Deed in Respect of Emergency Animal Disease Responses (the *Emergency Animal Disease Response Agreement*).
2. I am participating in consultations and activities relating to the Incident Definition Phase, Emergency Response Phase and/or the Proof of Freedom Phase of an emergency animal disease response forming part of an Emergency Animal Disease Response Plan (EADRP) conducted under the Emergency Animal Disease Response Agreement as a representative of one of the Parties to the Deed.
3. In the context of those activities, I will receive confidential information which I understand to mean information acquired or produced by or available to me arising out of or in connection with my participation in meetings, teleconferences and other activities forming part of an EADRP under the Emergency Animal Disease Response Agreement.
4. I understand that Confidential Information to include information that a Party indicates to be confidential or that I should reasonably be aware is confidential, other than information that:
  - a. is already in the public domain or, after the date of this Deed Poll, becomes part of the public domain otherwise than as a result of an unauthorised disclosure by the receiving Party or its Representatives;
  - b. is or becomes available to me from a third party lawfully in possession of this information and who has the lawful power to disclose such information to me on a non-confidential basis;

- c. was in my possession without restrictions as to its use or was developed by me (as shown by my written record or other competent evidence) prior to the date of disclosure to me under this Deed Poll; or
- d. I am required by law to disclose.

5. I hereby undertake to each Party:

- a. subject to paragraph 5(f), to comply with the requirements notified to me by Animal Health Australia or the Consultative Committee on Emergency Animal Diseases or the National Management Group regarding use of Confidential Information;
- b. not to disclose or use Confidential Information for purposes other than those for which it is provided to me;
- c. to only make Confidential Information available to those persons who have a need to know for the proper performance of the EADRP;
- d. to ensure that Confidential Information is stored with or protected by appropriate security, having regard to the nature of the Confidential Information and the medium in which it is found;
- e. to ensure that Confidential Information is used only in accordance with any conditions or limitations advised by the disclosing Party or Parties or by any of their clients with whose material or verbal information I am working; and
- f. to ensure that Confidential Information is not, except as required by law, disclosed to any other party or made public without the prior approval in writing of the disclosing Party or Parties as the case may be.

**Executed as a DEED POLL Signed by:**

\_\_\_\_\_  
Name of signatory (print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of witness (print)

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

**Notes for completion of this Deed Poll:**

Form of execution and attestation clause will need to comply with any requirements of the jurisdiction in which this Deed Poll is made.

## SCHEDULE 10 – ACCOUNTING AND REPORTING

### (Clause 13.2)

[NOTE: THIS SCHEDULE MAY NEED TO BE REVISED ONCE ISSUE OF ELIGIBILITY OF COSTS IS SETTLED]

#### 1. STATEMENT OF EXPENDITURE

A guide to the structure and content of the report to be submitted to each relevant meeting of CCEAD follows. The sub-headings may be regarded as a checklist to aid in the development of the report and the report may not necessarily need to refer to all matters referred to in the sub-headings. The amount of detail will depend on the nature and extent of the emergency disease response, and the stage of the response.

#### Emergency Animal Disease Response Plan (EADRP)

Approved expenditure limit: \$ \_\_\_\_\_

#### STAFFING

<b>Agency</b> <i>Salary and wages of staff employed</i> Eligible staff directly employed with EADRP, or backfilling other staff seconded to the EADRP (x persons @ \$/day @ y days) <ul style="list-style-type: none"><li>- salary and wages</li><li>- on-costs (e.g. payroll tax, superannuation, insurance)</li></ul>	\$
<b>Private veterinarians</b> Private veterinarians engaged under contract to assist directly with EADRP: fees and allowances at rates approved by Animal Health Committee or other relevant fee structure	\$
<b>Volunteers</b>	\$
<b>Allowances</b> Meal allowances for all persons assisting directly with EADRP, where meals not provided. <ul style="list-style-type: none"><li>- x persons @ \$/day @ y days</li></ul> penalty and overtime payments for eligible staff <ul style="list-style-type: none"><li>- x persons @ \$/day @ y days</li></ul>	\$

## OPERATING EXPENSES

<p>Accommodation</p> <ul style="list-style-type: none"><li>- x persons @ \$/day @ y days</li></ul> <p>Meals</p> <ul style="list-style-type: none"><li>- x persons @ \$/day @ y days</li></ul> <p>Travel expenses</p> <p>(a) group</p> <ul style="list-style-type: none"><li>- bus hire x buses @ \$/day (rate depends on size)</li></ul> <p>(b) individuals</p> <ul style="list-style-type: none"><li>x motor vehicles @ y cents/km (rate depends on size)</li><li>x airfares @ \$y (return economy)</li></ul> <p>Contractor services</p> <ul style="list-style-type: none"><li>- earthmoving x days @ \$/day @ y days</li><li>- security x days @ \$/day @ y days</li><li>- transport and courier x days @ \$/day @ y days</li><li>- other (specify)</li></ul> <p>Plant and equipment</p> <p>Chemicals for decontamination</p> <p>Consumables</p> <p>Communications (installation, hire charges etc.)</p> <p>Laboratory</p> <ul style="list-style-type: none"><li>- State labs (\$/test @ x tests)</li><li>- AAHL (\$/test @ x tests)</li></ul> <p>Vaccine</p> <ul style="list-style-type: none"><li>- \$/dose @ x doses</li></ul>	\$
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## Capital Items

Depending on the scale of the outbreak, purchase of capital equipment would be ineligible. Most items may be able to be hired or leased.	\$
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## Compensation

For each species of animal Number in each class @ on-farm market value* (\$/head or \$/kg liveweight) *the market value of the animal should reflect its condition, past performance and future earning potential, not its cull value  For other livestock products, structures, plant and equipment - estimated market value	\$
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## 2. MONITORING OF EXPENDITURE

The NMG will set an upper limit on expenditure by reference to the indicative budget that forms part of the approved EADRP and to the willingness of the Parties to commit to that limit having regard to the Cost Sharing principles. The upper limit may be less than but no more than the **Agreed Limit** determined under **clause 10.5(a)**. The Lead Agency(s) and CCEAD may commit expenditure without reference to the NMG whilst the budgeted and actual expenditure reported to NMG from time to time under **clause 13.2(b)** is less than the upper limit. The upper limit should be regularly reviewed by NMG and communicated to participants in the EADRP. Expenditure by the Lead Agency(s) in excess of the upper limit applying from time to time may not be approved by NMG for cost-sharing.

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## **SCHEDULE 11 – FINANCIAL AUDITING AND EFFICIENCY ASSESSMENT**

### **(Clause 13)**

#### **1. EFFICIENCY ASSESSMENT**

The efficiency assessment should form a systematic and independent examination to determine whether eradication/containment activities and any related activities comply with the approved EADRP, and whether the EADRP is implemented effectively and is suitable to achieve objectives.

The Efficiency Advocate shall have regard to the following matters:

- whether the response activities detailed in the EADRP are being implemented as described;
- whether the response activities of the Lead Agency(s) are conducted in an effective and efficient manner;
- whether the expenditures made by the Lead Agency(s) or other Affected Party(s) under the EADRP and for which the Lead Agency(s) or other Affected Party(s) seek to be subject to Cost Sharing, are valid, accurate and in accordance with **Part 3 of Schedule 6**, and **clause 10.8** of the Deed; and
- to recommend on corrective action to modify the EADRP where necessary.

Progressive assessment reports will be required during the course of the implementation of the EADRP as required by the Affected Parties, and in particular at the end of each quarter (or other agreed period).

A final assessment report will be provided to NMG within 60 days of completion of the Proof of Freedom Phase.

#### **2. FINANCIAL AUDITING**

The Financial Auditor shall have regard to the following matters:

- attestation of financial data incorporated in prescribed financial statements prepared by the Lead Agency, including the expression of an opinion as to whether the financial statements fairly present the financial position and the results of financial operations in terms of the Deed, accounting standards and other administrative guidelines;
- examination of financial systems and transactions including an evaluation of compliance with the Deed;
- reporting of observations or suggestions about any matters arising from audits that the auditor considers should be brought to the attention of the Parties;
- where they become apparent in the course of the audit, the identification of any potential claims or litigation matters which may involve any Parties, whether jointly or individually, and the extent of any exposure to such claims or litigation;
- any other activities and issues that the Affected Parties may require.



For the purpose of conducting any audit within the auditor's mandate, the auditor is entitled at all reasonable times to full and free access to all documents, records and property relevant to the audit and necessary co-operation from auditee personnel to aid in accomplishing the audit task.

A final audit report will be provided to all Affected Parties within 60 days of completion of the Proof of Freedom Phase.

The audits must be conducted in accordance with Australian Auditing Standards.

## **SCHEDULE 12.1 – NEW BODIES (OTHER THAN REPLACEMENT BODIES)**

**(Clause 4.2)**

**DATE**

**[insert date]**

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AUSTRALIAN ANIMAL HEALTH COUNCIL LIMITED

(on behalf of Parties to the Government and Livestock Industry Cost Sharing Deed in  
Respect of Emergency Animal Disease Responses)

AND

[THE RELEVANT BODY]

---

**DEED OF ACCESSION**  
**(NEW BODIES)**

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**THIS DEED IS MADE ON**

**20[xx]**

**PARTIES**

**AUSTRALIAN ANIMAL HEALTH COUNCIL LIMITED (ABN 86 071 890 956)** of Level 2,  
95 Northbourne Ave, Turner ACT 2612  
on behalf of Parties to the Government and Livestock Industry Cost Sharing Deed in Respect  
of Emergency Animal Disease Responses

**(Animal Health Australia)**

**AND**

**[RELEVANT BODY (ABN) Address]**

**[(Name)]**

**BACKGROUND**

- A** [Relevant Body], a body nationally representative of the [name of industry], has applied to become a Party to the *Government and Livestock Industry Cost Sharing Deed in Respect of Emergency Animal Disease Responses (EADRA)*.
- B** The Parties to the EADRA have agreed unanimously that [Relevant Body] should be admitted as a Party to the EADRA.

**AGREEMENT**

**1. Accession**

[Relevant body] agrees from the date of this Deed to become a Party to and to be bound by and accept the obligations and liabilities arising under the EADRA.

**2. Counterparts**

This Deed may be executed in a number of counterparts and if so executed, the counterparts taken together constitute one Deed.

**3. Further assurance**

Each party must, at its own expense, promptly execute all documents and do all things that another party from time to time reasonably requests to give effect to the terms and conditions of this Deed and the transactions incidental to it.

#### 4. Agency

No Party to this Deed has, except as otherwise specified in this Deed, any right to act on behalf of, represent itself as agent for, or otherwise bind, the other Party.

#### 5. Entire Agreement

This Deed constitutes the entire agreement between the Parties in relation to the subject matter of this Deed. Any prior arrangements, agreements, representations or undertakings are superseded and each Party acknowledges that it has not relied on any arrangement, agreement, representation or understanding which is not expressly set out in this Deed.

#### 6. Governing law and jurisdiction

This Deed is governed by and must be construed in accordance with the laws of the Australian Capital Territory.

**EXECUTED** as a DEED

**The common seal of AUSTRALIAN ANIMAL  
HEALTH COUNCIL LIMITED** is affixed in  
accordance with its articles of association  
in the presence of:

)  
)  
)  
)

\_\_\_\_\_  
Director

\_\_\_\_\_  
(name printed)

\_\_\_\_\_  
Director/Secretary

\_\_\_\_\_  
(name printed)

**Signed sealed and delivered by  
[RELEVANT BODY]** in the presence of:

)  
)

Witness: \_\_\_\_\_

\_\_\_\_\_  
(witness name printed)

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## **SCHEDULE 12.2 – REPLACEMENT BODIES**

**(Clause 4.4)**

**DATE**

**2001**

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AUSTRALIAN ANIMAL HEALTH COUNCIL LIMITED

(on behalf of Parties to the Government and Livestock Industry Cost Sharing Deed in  
Respect of Emergency Animal Disease Responses)

AND

[THE REPLACEMENT BODY]

---

**DEED OF ACCESSION  
(REPLACEMENT BODIES)**

---

THIS DEED IS MADE ON

20[xx]

## PARTIES

**AUSTRALIAN ANIMAL HEALTH COUNCIL LIMITED (ABN 86 071 890 956)** of Level 2, 95 Northbourne Ave, Turner ACT 2612, REPLACEMENT ACT, 2600 on behalf of Parties to the Government and Livestock Industry Cost Sharing Deed in Respect of Emergency Animal Disease Responses

(Animal Health Australia)

AND

[REPLACEMENT BODY (ABN) Address]

[(Name)]

## BACKGROUND

- A** The Party representing the [name of industry] (**Existing Party**) as a Party to the *Government and Livestock Industry Cost Sharing Deed in Respect of Emergency Animal Disease Responses* (EADRA) a copy of which is annexed to this Deed (has advised that it has ceased or will shortly cease to be representative of its industry.
- B** [Replacement body], a body nationally representative of that industry, has applied to become a Party to the EADRA.
- C** The Parties to the EADRA have agreed unanimously that [Replacement Body] should become a Party to the EADRA.

## AGREEMENT

### 1. Accession

[Replacement body] agrees from the date of this Deed to become a Party to and to be bound by and accept the obligations and liabilities arising under the EADRA.

### 2. Existing Party ceases

The Parties acknowledge that pursuant to **clause 4.4(d)** of the EADRA [Existing Party] ceases to be a Party to the EADRA on the execution of this Deed.

### 3. Existing Party liability and obligations

The Parties also acknowledge that pursuant to **clause 4.4(e)** of the EADRA the Existing Party will remain liable for any liabilities accrued to other Parties to the EADRA prior to the date of its withdrawal, except to the extent that [Replacement Body] has agreed in this Deed to meet those obligations.

[Replacement Body] has agreed in this Deed to meet the following obligations:

(a) [            ]



#### 4. Counterparts

This Deed may be executed in a number of counterparts and if so executed, the counterparts taken together constitute one Deed.

#### 5. Further assurance

Each party must, at its own expense, promptly execute all documents and do all things that another party from time to time reasonably requests to give effect to the terms and conditions of this Deed and the transactions incidental to it.

#### 6. Agency

No Party to this Deed has, except as otherwise specified in this Deed, any right to act on behalf of, represent itself as agent for, or otherwise bind, the other Party.

#### 7. Entire Agreement

This Deed constitutes the entire agreement between the Parties in relation to the subject matter of this Deed. Any prior arrangements, agreements, representations or undertakings are superseded and each Party acknowledges that it has not relied on any arrangement, agreement, representation or understanding that is not expressly set out in this Deed.

#### 8. Governing law and jurisdiction

This Deed is governed by and must be construed in accordance with the laws of the Australian Capital Territory.

**EXECUTED** as a DEED

**Signed sealed and delivered** by a duly  
authorised representative of **AUSTRALIAN**  
**ANIMAL HEALTH COUNCIL LIMITED** in the  
presence of:  
Witness: \_\_\_\_\_

)  
)  
\_\_\_\_\_

\_\_\_\_\_  
(*witness name printed*)

**Signed sealed and delivered** by  
**[REPLACEMENT BODY]** in the presence of:  
Witness: \_\_\_\_\_

)  
)  
\_\_\_\_\_

\_\_\_\_\_  
(*witness name printed*)

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**SCHEDULE 13.1 – FORM FOR NOMINATION OF AUTHORISED OFFICER/SIGNATORY**

**(Clause 18)**

Chief Executive Officer  
Animal Health Australia  
Level 2, 95 Northbourne Ave  
Turner ACT 2612

Dear Chief Executive Officer (insert title and name)

**VARIATIONS TO THE GOVERNMENT AND INDUSTRY COST SHARING DEED IN RESPECT OF EMERGENCY ANIMAL DISEASE RESPONSES – NOTICE OF NOMINATION OF AUTHORISED SIGNATORY(S)**

I certify that .....  
*[full name and position of authorised person whose signature is appended at the foot of this notice and signed in my presence] or [the position of an authorised person, is authorised from the date of this notice until .....[date or until further notice] as the representative of .....[name of Party] to sign on its behalf 'Variation to Provisions' of the 'Government and Industry Cost Sharing Deed in respect of Emergency Animal Disease Responses'.*

By virtue of this notice, Animal Health Australia and each other Party to the Deed can rely on a 'Variation to Provisions' duly signed by this authorised officer as evidence of .....[Name of Party] agreement to the variation of the Deed as notified.

\_\_\_\_\_  
(Signature of authorised officer or delete if nominating a position)

\_\_\_\_\_  
(Print name of authorised officer or delete if nominating a position )

Signed in my presence (or delete if nominating a position)

Yours sincerely

\_\_\_\_\_  
[Minister/President]

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## SCHEDULE 13.2 – APPROVAL OF VARIATION TO PROVISIONS

(Clause 18)

### GOVERNMENT AND INDUSTRY COST SHARING DEED IN RESPECT OF EMERGENCY ANIMAL DISEASE RESPONSES

#### Variation to Provisions

I, \_\_\_\_\_ being the representative of \_\_\_\_\_ duly authorised to confirm on its behalf agreement to the variations shown in the attached copy of the relevant sections of the Deed of Agreement identified as:

**Version** ----- [Insert version number and date]

Variations and minor amendments to the following, with clause numbers and/or page numbers indicated.

Running #	Page no.	Clause	Nature of proposed variation	Proposed variation ( <i>rationale</i> )

I hereby confirm the agreement of \_\_\_\_\_ to the above referenced variations to the EAD Response Agreement

**Version** ----- [Insert version number and date]

<p>.....</p> <p>Signed</p>	<p>.....</p> <p>Witness Signature</p>
<p>.....</p> <p>Full name and position of authorised signatory</p>	<p>.....</p> <p>Witness Name</p>