

National
Environmental
Biosecurity Response
Agreement

National Environmental Biosecurity Response Agreement

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National Environmental Biosecurity Response Agreement

Date This agreement is dated

Parties

This agreement is made between the following parties (collectively referred to as ‘the parties’):

Commonwealth of Australia
The State of New South Wales
The State of Victoria
The State of Queensland
The State of Western Australia
The State of South Australia
The State of Tasmania
The Australian Capital Territory
The Northern Territory of Australia

Operative provisions

The parties agree:

Part I. Purpose

1. Purpose and scope

1.1 Purpose of agreement

The purpose of this agreement is to establish national arrangements for responses to nationally significant biosecurity incidents where there are predominantly public benefits.

1.2 Interaction with related biosecurity arrangements

- (a) This agreement is consistent with, and supports the function of, the overarching Intergovernmental Agreement on Biosecurity.
- (b) This agreement builds on related biosecurity arrangements (as defined in clause 2.2) for Australia and is intended to be consistent with, and to support the function of, those arrangements.
- (c) This agreement will not displace or replace the operation of any of the related biosecurity arrangements, including those for cost-sharing under pre-existing arrangements.

- (d) This agreement will be implemented in accordance with Australia's international rights and obligations.

1.3 Scope

To reduce the impacts of pests and diseases on Australia's environment and social amenity this agreement establishes national response arrangements, including for cost-sharing, to be applied by agreement of the parties where there are no pre-existing arrangements.

1.4 Outcomes

This agreement will achieve or promote the following outcomes:

- (a) reduce the impact of pests and diseases on
 - (i) the environment
 - (ii) people, including social amenity and human infrastructure
 - (iii) business activity.
- (b) ensure more efficient and timely emergency responses to pest and disease outbreaks
- (c) maintain Australia's favourable international reputation
 - (i) for being free from many pests and diseases
 - (ii) for biosecure business activity
 - (iii) for diverse ecosystem sustainability
- (d) improved management of pests and diseases and reduction of their impacts
- (e) continued compliance with Australia's international rights and obligations
- (f) cost-effective, science and risk-based biosecurity management.

1.5 Intention of the parties not to contract

To avoid doubt, the parties to this agreement maintain that it should not be a legally binding contract but, notwithstanding this, intend to comply with all its provisions.

Part II. Interpretation

2. Glossary and interpretation

2.1 Existing definitions

Except as set out in clause 2.2, terms used in this agreement have the same meaning as given to those in the SPS agreement.

2.2 Glossary

In this document:

affected, in relation to the parties means the Commonwealth, state or territory parties that are, or may be, directly affected by an outbreak of a pest or disease as determined by the National Biosecurity Management Group, in the sense that the pest or disease actually or potentially occurs in that party's jurisdiction.

agreement means this agreement and all schedules and attachments to this agreement.

biosecurity means mitigating the risks and impacts to the economy, the environment, social amenity or human health associated with pests and diseases.

claiming party has the meaning given to that term in clause 6.3(e).

commencement means the commencement of this agreement in accordance with clause 12.1.

Commonwealth means the party to this agreement that is the Commonwealth of Australia.

Commonwealth land means land:

- (a) owned or leased by the Commonwealth or a Commonwealth agency (including land owned or leased by the Commonwealth on Norfolk Island)
- (b) in the Jervis Bay Territory
- (c) in the following external territories
 - Christmas Island, Ashmore and Cartier Islands
 - Coral Sea Islands
 - Cocos (Keeling) Islands
 - Australian Antarctic Territory
 - Heard and McDonald Islands

and any other land included in a Commonwealth reserve.

Commonwealth waters means waters beyond three nautical miles from the territorial sea baseline to the outer edge of Australia's exclusive economic zone (i.e. all the areas not state waters as defined in the *Coastal Waters (State Powers) Act 1980* (Cth) and the *Seas and Submerged Lands Act 1973* (Cth), or as otherwise agreed between the Commonwealth and the relevant state or territory.

consensus, with regard to decision-making, means that all of the parties present support a decision. This includes not abstaining when a particular issue is considered.

conservation status has the same meaning as in the *Environment Protection and Biodiversity Conservation Act 1999* (Cth).

cost:benefit analysis or **cost beneficial** means an analysis having the objectives set out in, and carried out in accordance with, item 5.1 of Schedule 4.

cost-sharing means the proportional funding of a national biosecurity incident response by some or all of the parties, and is determined in accordance with item 2 of Schedule 5.

disease means the presence of a pathogenic agent in a host and/or the clinical manifestation of infection that has an impact or poses a likely threat of an impact. It includes micro-organisms, disease agents, infectious agents and parasites.

eligible costs means the costs incurred when implementing a national biosecurity incident response that are over and above normal commitments and eligible for cost-sharing, and are set out in item 3 of Schedule 5.

emergency response, in relation to pests and diseases means the actions taken in anticipation of, during and immediately after an outbreak to ensure that its impacts are minimised and may include:

- (a) actions constituting an initial response to an outbreak
- (b) actions that form part of a national biosecurity incident response.

environment has the same meaning as in section 528 of the *Environment Protection and Biodiversity Conservation Act 1999* (Cth).

eradication or **eradicate**, in relation to pests and diseases means eliminating a pest or disease from an area. Eradication is indicated by the pest or disease no longer being detectable (see 'proof of freedom').

established or **establishment**, in relation to pests and diseases means a pest or disease that, for the foreseeable future, is perpetuated within any area and which it is deemed not feasible (either technically or as a result of a cost:benefit analysis) to eradicate.

fulminant outbreak form means an outbreak of a scale or severity that requires an emergency response to ensure that there is not an epidemic of national significance or serious loss of market access.

human infrastructure means the man-made surroundings, including buildings, roads, fixtures, parks and other transport corridors, as well as the housing and residential areas, commercial centres, pipelines and utilities, that can influence the natural environment.

impact, in relation to pests and diseases, means the significant negative consequences caused by a pest or disease on:

- (a) the environment or an ecosystem, including terrestrial, inland waters and marine environments;
- (b) social amenity including negative impacts on human infrastructure or human health, including from zoonoses; and/or
- (c) the economy, including negative impacts on human, animal or plant life, or health and relevant abiotic aspects of primary production and/or business.

incident means an outbreak of a pest or disease.

international standard setting bodies means the international organisations and subsidiary bodies that develop international standards, guidelines and recommendations that are recognised by the SPS agreement, namely, the Codex Alimentarius Commission, the International Plant Protection Convention, the World Organisation for Animal Health, and the International Maritime Organisation.

ministers means the Commonwealth and State and Territory Ministers responsible for biosecurity responses that are for public benefit.

National Biosecurity Committee or NBC means the committee established, independently of this agreement, responsible for biosecurity matters, and tasked with managing a national, strategic approach to emerging and ongoing biosecurity policy issues as set out in clause 8.3. This also means any successor bodies that undertake these roles.

national biosecurity incident response, in relation to a pest or disease outbreak, means an emergency response undertaken in accordance with, and outlined in, a national biosecurity incident response plan.

national biosecurity incident response plan (national response plan), in relation to an outbreak of a pest or disease, means a plan outlining an emergency response to a pest or disease outbreak that is prepared and approved in accordance with this agreement, and may be subject to cost-sharing arrangements.

National Biosecurity Management Consultative Committee or NBMCC means the committee established in accordance with clause 8.4 with roles set out in Schedule 8.

National Biosecurity Management Group or NBMG means the group established in accordance with clause 8.5 and having the roles set out in Schedule 7.

national significance or **nationally significant**, in relation to a pest or disease means that the NBMG has determined, in accordance with Schedule 2 and 3, that it meets the national significance criteria, and the risk assessment indicates that it would likely have national impacts.

national significance criteria means the criteria set out in Schedule 3.

normal commitments means the resource costs of a party that exist for, or are required to carry out, its normal biosecurity commitments (including technical and operational requirements) considered as a baseline above which other costs that are required to respond to an outbreak of a pest or disease may, subject to this agreement, be eligible for cost-sharing. Guidelines for the interpretation of what constitutes normal commitments will be determined by unanimous decision of the ministers that have responsibility for each of the parties to this agreement.

notifying party has the meaning given to that term in clause 6.3(a).

ongoing management, in relation to pests and diseases means:

- (a) activities after an initial emergency response to an outbreak (including a national biosecurity incident response) has been unsuccessful, was not considered feasible, or has ceased, including when the NBMG has made a determination in accordance with clauses 6.7(e) and 6.7(f) that a national biosecurity incident response either not begin or should end; and/or
- (b) managing established pests and diseases.

outbreak, in relation to pests and diseases means a recently detected outbreak of:

- (a) a known pest or disease
- (b) a distinguishable variant of a pest or disease that is established, but not a new incidence of an established pest or disease
- (c) a pest or disease of unknown or uncertain origin, or
- (d) a pest or disease that is a potential threat to an area but is not yet present or widely distributed or being officially controlled, but is in such a fulminant form that an emergency response is required to ensure there is not a large-scale epidemic of regional or national significance or serious loss of market access.

pest means any species, strain or biotype of the Kingdoms Animalia (excluding human beings), Plantae, Fungi, Monera or Protista that have an impact or pose a likely threat of having an impact.

phylogenetic distinctiveness, in relation to a species means:

- (a) the distinctness of a species from other, related species; or
- (b) a species not closely related to other species that may have a distinct or important genetic inheritance of conservation significance.

pre-existing cost-sharing arrangement, in relation to an emergency response to a pest or disease means:

- (a) the Government and Plant Industry Cost-sharing Deed in Respect of Emergency Plant Pest Responses
- (b) the Government and Livestock Industry Cost-sharing Deed in Respect of Emergency Animal Disease Responses: and/or
- (c) national arrangements in the health sector.

preparedness, in relation to pests and diseases, includes arrangements to ensure that, should an outbreak occur, all the necessary resources and services can be efficiently mobilised and deployed.

prevention, in relation to pests and diseases, includes regulatory and physical measures to ensure that outbreaks are prevented or their impacts mitigated, and includes pre-border, border and post-border activities.

primary production means cultivating, harvesting, rearing, farming, collecting, catching or producing animals or plants for commercial gain.

private beneficiary means a person, industry, entity or group, not being a party, who receives significant attributable private benefit from a national biosecurity incident response regardless of whether the benefit is economic or financial, non-economic, or intangible.

proof of freedom means that:

- (a) surveillance activities carried out by the parties in accordance with the approved national biosecurity incident response plan indicate that the pest or disease has been eradicated and that
- (b) the NBMG has made a determination in accordance with clause 6.7(f) that the pest or disease subject to a national biosecurity incident response plan has been eradicated.

public benefit means the community receives significant benefit from a national biosecurity incident response, regardless of whether the benefit is economic, non-economic, environmental or intangible.

recovery, in relation to pests and diseases, means the restoration of physical, environmental and economic elements as well as psychosocial well being following an emergency response.

related biosecurity arrangements means any biosecurity-related agreements, contracts or arrangements already existing at the time this agreement comes into effect, and include, but are not limited to, the pre-existing cost-sharing arrangements as defined above.

reporting point has the meaning given to that term in clause 6.3(c).

risk assessment means the evaluation of the likelihood and the impacts of entry, establishment, or spread of a pest or disease, as set out in Schedule 2.

sector means specific biosecurity areas, such as animal health, aquatic animal health, plant health, marine pests, weeds, vertebrate pests, invertebrates and pathogens of the environment, and human health with respect to zoonoses/veterinary public health.

social amenity means any tangible or intangible resources developed or provided by humans or nature such as dwellings and parks, or views and outlooks.

SPS agreement means the World Trade Organization Agreement on the Application of Sanitary and Phytosanitary Measures.

state party means each party to this agreement that is a state of the Commonwealth of Australia.

state or territory party's borders means the stated boundary of the jurisdiction of that party, including all land areas, internal waters and sea areas to 3nm of the territorial sea baseline, or as otherwise agreed by the relevant state/territory.

surveillance means the systematic investigation, over time, of a population or area to collect data and information about the presence, incidence, prevalence or geographical extent of a pest or disease. Surveillance includes active and passive approaches.

technical feasibility analysis or **technically feasible** means an analysis undertaken in accordance with item 4 of Schedule 4 in relation to the feasibility of a national biosecurity incident response on the basis of conclusions reached by using scientific information to evaluate the proposed response.

termination means the termination of this agreement in accordance with clause 12.3.

territory party means a party to this agreement that is the Australian Capital Territory or the Northern Territory.

unanimous, in relation to a decision, means that all parties entitled to vote on a decision have voted in the same fashion.

2.3 Interpretation

In this agreement, unless the contrary is indicated:

- (a) the singular includes the plural and vice versa
- (b) a reference to one gender includes the other
- (c) a reference to a person includes a body politic, body corporate or partnership
- (d) a reference to currency is a reference to Australian currency
- (e) a reference to an Act is a reference to an Act of the Commonwealth, or a state or territory of Australia, as amended from time to time, and includes references to any subordinate legislation made under the Act
- (f) a reference to a clause includes a reference to a sub-clause of that clause
- (g) a reference to a specification, publication, Commonwealth policy or other document is a reference to
 - (i) that specification, publication, Commonwealth policy or document in effect on the commencement date; or

- (ii) other versions of a document agreed to in writing by the parties.
- (h) If a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning.

Part III. Legislative framework

3. Acknowledgements regarding the legislative framework for biosecurity

3.1 General acknowledgments regarding legislative framework

The parties acknowledge that:

- (a) in accordance with the Australian Constitution, the Commonwealth does not have exclusive power to make laws in relation to quarantine and biosecurity, meaning that Commonwealth and state and territory biosecurity laws can co-exist
- (b) Australia's legislative framework for biosecurity includes
 - (i) Commonwealth legislation
 - (ii) state and territory legislationwith each party having responsibilities and obligations in accordance with that framework.
- (c) Where inconsistencies may arise between state and territory legislation and this agreement, the parties will comply with the state and territory legislation to the extent of the inconsistency.

3.2 Acknowledgements regarding international rights and obligations

- (a) Nothing in this agreement will affect or alter activities undertaken within Australia pursuant to fulfilling rights and obligations under relevant international agreements, including:
 - (i) the right to apply standards, recommendations and guidelines developed by international standard setting bodies.
- (b) Where the operation of this agreement results in measures that, directly or indirectly, affect international trade, or have the potential to do so, such measures must be developed and applied in accordance with Australia's international rights and obligations, including those contained in the SPS agreement.¹
- (c) The 1995 Memorandum of Understanding on Animal and Plant Quarantine Measures between the Commonwealth and states and territories sets out the division of quarantine responsibilities between the Commonwealth and state and territory governments to enable compliance by Australia with relevant obligations under the SPS agreement.

¹ In such cases, for example, risk assessments could not take into account cultural impacts of a pest or disease outbreak as these fall outside the scope of the SPS Agreement.

Part IV. Roles and responsibilities

4. Acknowledgements regarding party roles and responsibilities

The parties agree and acknowledge:

- (a) the roles and responsibilities of other contributors in achieving effective biosecurity (including local government, industry, regional bodies, communities, natural resource management boards, catchment management authorities and natural resource managers, including farmers, fishers, land owners and Indigenous groups)
- (b) that greater clarity is needed on the specific roles and responsibilities of local government and that this should be handled, where appropriate, in subsidiary agreements and arrangements within jurisdictions
- (c) that, for the purposes of this agreement, this part describes the roles and responsibilities of the parties for working in partnership to achieve national emergency response outcomes specified under this agreement.

5. Preparing for and responding to outbreaks

5.1 Acknowledgements regarding roles and responsibilities in preparing for and responding to outbreaks

The parties acknowledge that:

- (a) the states and territories bear primary responsibility for the emergency management of outbreaks, including preparedness and emergency responses within their borders.
- (b) the Commonwealth assists the states and territories by
 - (i) providing leadership in national biosecurity policy determination
 - (ii) providing a national coordinating role
 - (iii) supporting emergency responses to outbreaks through cost-sharing if they are of national significance and the other requirements in this agreement are met.

5.2 Commonwealth role in preparing for and responding to outbreaks

Commonwealth roles and responsibilities are to:

- (a) lead the determination of agreed national biosecurity policy in terms of responses to outbreaks or incidents
- (b) contribute to agreed national biosecurity incident responses, including cost-sharing
- (c) participating in, and providing national coordination for, decision-making processes for national biosecurity incident responses
- (d) coordinate the development and maintenance of cost-sharing arrangements in relation to national biosecurity incident responses with state and territory parties and private beneficiaries, as applicable

- (e) be responsible for managing the eradication of pests and diseases on Commonwealth land and in Commonwealth waters, and when they are subject to Commonwealth regulatory action
- (f) perform the shared roles outlined in clause 5.4.

5.3 State and Territory Party role in preparing for and responding to outbreaks

State and territory party roles and responsibilities are to:

- (a) enact and implement legislation and regulations to help reduce the impact of incidents of nationally significant pests and diseases
- (b) maintain preparedness arrangements, including capacity and capability, to enable timely emergency responses to incidents of nationally significant pests and diseases
- (c) participate in decision-making processes for national biosecurity incident responses
- (d) contribute to agreed, national biosecurity incident responses, including cost-sharing
- (e) regardless of whether an outbreak of a significant pest or disease is subject to a national biosecurity incident response or is being handled by a state or territory party
 - (i) manage the eradication of significant pests and diseases within a state or territory party's borders (including land and waters), where it is feasible and cost-effective
 - (ii) respond to outbreaks of significant pests and diseases where feasible and cost-effective
 - (iii) inform other jurisdictions and stakeholders of outbreaks of significant pests and diseases
 - (iv) participate in joint management activities where outbreaks occur across state and territory borders
- (f) perform the shared roles outlined in clause 5.4.

5.4 Shared roles in preparing for and responding to outbreaks

Commonwealth and state and territory party shared roles and responsibilities are to:

- (a) contribute to the national capacity to detect and identify pests and diseases
- (b) contribute to the national capacity and capability to respond to pests and diseases
- (c) contribute to capacity building in outbreak management, including education, training, research, information systems and other critical infrastructure
- (d) develop and implement appropriate standards, policies and procedures to reduce the impact of pests and diseases
- (e) increase government agency, industry and community awareness of, and engagement in, outbreak management and related issues
- (f) cooperate to engage industry in pre-existing cost-sharing arrangements and, where appropriate, negotiate contributions from private beneficiaries in accordance with this agreement, as part of preparedness activities and in advance of an emergency response
- (g) act in accordance with Australia's international rights and obligations.

Part V. National approaches

6. National approach to outbreaks of pests and diseases

6.1 Outline of the process for a national approach to a response

The parties agree to comply with the process set out below in the event of an outbreak of a potentially nationally significant pest or disease. Further details on some of the steps are contained in the following clauses. A flow chart summarising the steps in clause 6.1 is at Schedule 1. The process is as follows.

- Step 1** If a party becomes aware of an outbreak, or has a reasonable suspicion of an incident of a potentially nationally significant pest or disease, it must use all reasonable endeavours to contain the pest or disease.
- Step 2** The party must decide whether the confirmed or suspected outbreak can be managed through pre-existing cost-sharing arrangements.

At the same time, it must, at the very least, start to verify the outbreak and undertake a risk assessment, as per Schedule 2, if one is not already available. Once completed, the verification and risk assessment will further support the decision as to whether the outbreak can be managed through pre-existing cost-sharing arrangements.

If the party has concluded that the confirmed or suspected outbreak can be managed through pre-existing cost-sharing arrangements, the approach for dealing with the outbreak under those circumstances should be followed, in accordance with clause 6.2.

- Step 3** If the party, or the relevant consultative committee (if managed under pre-existing cost-sharing arrangements in step 2), has concluded that the confirmed or suspected outbreak cannot be managed through pre-existing cost-sharing arrangements, that party—now referred to as the notifying party as defined in clause 6.3(a)—must formally notify the reporting point—as defined in clause 6.3(c)—about the outbreak in accordance with clause 6.3 as soon as it has a reasonable basis for doing so.

This must be done within 24 hours of step 1, including where step 2 has started but has not yet been completed.

- Step 4** Upon notification from the reporting point, the parties will establish a National Biosecurity Management Consultative Committee (NBMCC). The NBMCC confirms the outbreak and notifies all parties.

- Step 5** A specific National Biosecurity Management Group (NBMG) will be convened on the request of any party or on the advice of the NBMCC.

- Step 6** The NBMCC, with assistance from the notifying party, will provide advice, as early as possible, to the NBMG on the following:

- (a) confirmation that the outbreak cannot be managed under pre-existing cost-sharing arrangements
 - (i) if it is decided that the outbreak can be managed under pre-existing cost-sharing arrangements, the affected parties will need to determine the appropriate course of action; or
 - (ii) if it is confirmed that the outbreak cannot be managed through pre-existing cost-sharing arrangements, continue with step 6 (b).

- (b) An assessment of whether the pest or disease is (i) of national significance (see Schedule 3) and (ii) whether it is likely to be eradicable, and
 - (i) if it is not both, the affected parties will need to determine the appropriate course of action; or
 - (ii) if it is both, request the notifying party to undertake further action, as outlined in step 7.

Step 7 If, based on this advice, the NBMG considers that the pest or disease is of national significance and that it should be subject to this agreement and is likely to be eradicable the notifying party must:

- (a) conduct a risk assessment, in accordance with Schedule 2, if it has not already done so
- (b) conduct a technical feasibility analysis, in accordance with Schedule 4
- (c) conduct a cost:benefit analysis, in accordance with Schedule 4
- (d) prepare a draft national biosecurity incident response plan, in accordance with Schedule 4

and submit each to the NBMCC for its consideration.

Each party must provide assistance to the notifying party in undertaking, in a timely manner, the tasks identified in step 7, including providing any relevant expertise and technical information.

Step 8 The NBMCC must prepare and submit advice on the assessment provided in accordance with step 7 to the NBMG.

The parties must assist the NBMCC in preparing its advice to the NBMG.

Step 9 The NBMG must determine whether or not to undertake a national biosecurity incident response and, in doing so, must consider advice provided by the NBMCC in accordance with steps 6 and 8 on:

- (a) the risk assessment (see Schedule 2)
- (b) whether the pest or disease is of national significance (see Schedule 3)
- (c) whether it is technically feasible and cost beneficial to mount a national biosecurity incident response (see Schedule 4)
- (d) whether a national biosecurity incident response is required in accordance with clause 6.7 and, if so, approve a national biosecurity incident response plan, including cost-sharing arrangements
- (e) whether any identified private beneficiary contributions will be sought, in accordance with clause 7.9.

Step 10 All NBMG members must agree to a national biosecurity incident response plan before the cost-sharing arrangements detailed therein can come into effect.

6.2 Emergency responses to be addressed under pre-existing cost-sharing arrangements (step 2)

- (a) The parties agree that this agreement will **not** displace or replace any pre-existing cost-sharing arrangements.
- (b) If an emergency response to a pest or disease can be handled under pre-existing cost-sharing arrangements the parties will agree to do so.

6.3 Notification of an outbreak of a pest or disease (steps 3 and 4)

- (a) The chief biosecurity officer, chief veterinary officer, chief plant health manager or equivalent in the jurisdiction in which the suspected outbreak of the pest or disease occurs will comprise the notifying party.
- (b) The notifying party must:
 - (i) notify the reporting point, as defined in clause 6.3(c), of a confirmed or suspected outbreak of a nationally significant pest or disease within 24 hours of becoming aware of it
 - (ii) take reasonable steps to ensure that people within the affected jurisdiction advise the notifying party of an outbreak to enable it to notify the relevant reporting point within 24 hours.
- (c) The reporting point is a single point for reporting a confirmed or suspected an outbreak of a nationally significant pest or disease and comprises the Commonwealth's Chief Veterinary Officer, Chief Plant Protection Officer and an equivalent environmental officer.
- (d) Once the NBMCC has confirmed the suspected outbreak it will notify all parties and the reporting point.
- (e) The eligible costs incurred by a party (claiming party) in relation to an outbreak that is or becomes the subject of a national biosecurity incident response will not be subject to cost-sharing in accordance with this agreement unless:
 - (i) the claiming party notified the reporting point in accordance with clause 6.3(b); or
 - (ii) the NBMG determines, based on advice from the NBMCC, that the claiming party has acted appropriately and that, despite clause 6.3(b) not having been complied with, eligible costs incurred by the claiming party more than 24 hours before the reporting point was notified of the outbreak, should be subject to cost-sharing.

6.4 NBMG to decide whether outbreak is of national significance and likely to be eradicable (step 7)

- (a) The NBMG must determine whether the pest or disease that is the subject of the outbreak is of national significance and likely to be eradicable.
- (b) In making the determination referred to in clause 6.4(a), the NBMG will:
 - (i) consider the risk assessment prepared by the notifying party in accordance with Schedule 2 and considered by the NBMCC
 - (ii) apply the national significance criteria (see Schedule 3)

- (iii) consider the notifying party's submission, and the NBMCC's advice in accordance with step 6 of clause 6.1 on whether the outbreak is of national significance and likely to be eradicable.

6.5 Emergency responses that can be addressed under this agreement (step 7)

Based on advice from the NBMCC, the NBMG will consider whether a national biosecurity incident response could be implemented under this agreement and, where appropriate, the costs shared in accordance with clause 7. A national biosecurity incident response could be implemented if:

- (a) either the pest or disease is
 - (i) a known pest or disease, or
 - (ii) a distinguishable variant form that is established, but not a new incidence of an established pest or disease, or
 - (iii) a pest or disease of unknown or uncertain origin, or
 - (iv) a pest or disease that is a potential threat to an area but is not yet present or widely distributed or being officially controlled, but is in such a fulminant form that an emergency response is required to ensure there is not a large-scale epidemic of regional and national significance or serious loss of market access

And:

- (b) the pest or disease is not established or is established only to the extent that clause 6.5(a)(iv) applies; and
- (c) the NBMG determines that the emergency response cannot proceed under pre-existing cost-sharing arrangements in accordance with step 6 of clause 6.1; and
- (d) the NBMG determines that the outbreak is of national significance and likely to be eradicable in accordance with clause 6.4; and
- (e) the Commonwealth and one or more state or territory parties would share the eligible costs of the national biosecurity incident response.

6.6 NBMCC to prepare advice for NBMG (step 8)

The NBMCC, with the assistance of the other parties, will review the notifying party's assessment of whether the pest or disease outbreak is of national significance and whether it can be eradicated, and prepare advice for the NBMG. In particular, the NBMCC will:

- (a) review the pest or disease in the context a list of nationally significant species and/or the criteria for national significance (in accordance with Schedule 3), and make a recommendation to the NBMG regarding the pest or disease outbreak in relation to this assessment
- (b) analyse the pest or disease and the outbreak and make recommendations to the NBMG regarding the technical feasibility of successful eradication of the pest or disease, and the cost:benefit of doing so
- (c) make a recommendation to the NBMG on the need for and nature of a national biosecurity incident response to the outbreak, taking into account the outcomes of clauses 6.6(a) and (b)

- (d) make a recommendation on the review points required for a national biosecurity incident response under item 3(h) of Schedule 4, at which time the NBMG may review the ongoing technical and economic feasibility of the response.

6.7 NBMG to decide whether a national biosecurity incident response is required (steps 9 and 10)

- (a) Based on its determination, and in accordance with clause 6.4, the NBMG must decide whether an outbreak of a pest or disease requires a national biosecurity incident response.
- (b) The NBMG may decide, on the basis of advice from the NBMCC, that a national biosecurity incident response will commence if:
 - (i) the technical feasibility analysis of the outbreak indicates that eradication is possible and likely (see Schedule 4); and
 - (ii) the cost:benefit analysis indicates that it is cost beneficial (see Schedule 4); and
 - (iii) the risk assessment indicates that the outbreak would have national impacts and an unacceptable likelihood of the pest or disease establishing itself or spreading (see Schedule 2); and
 - (iv) one or more of the national significance criteria are met (see Schedule 3).
- (c) If the NBMG determines, in accordance with clause 6.7(a), that a national biosecurity incident response is required, it must:
 - (i) determine whether to approve the draft national biosecurity incident response plan prepared by the notifying party and reviewed by the NBMCC; or
 - (ii) if it does not approve the draft national biosecurity incident response plan, advise the affected parties on an appropriate course of action.
- (d) In making a determination in accordance with clause 6.7(c), the NBMG may:
 - (i) seek and have regard to advice from technical experts
 - (ii) consider an existing emergency response plan
 - (iii) approve a plan for one or more phases of a national biosecurity incident response prior to giving consideration to a plan to achieve eradication. A national biosecurity incident response plan may be approved for any phase, including the delineation of distribution and/or initial containment.
- (e) To avoid any doubt, the NBMG must decide, on the basis of advice from the NBMCC, that a national biosecurity incident response will not commence if:
 - (i) the technical feasibility analysis for the outbreak indicates that eradication is not possible or likely (see Schedule 4); or
 - (ii) the cost:benefit analysis indicates that it is not cost beneficial to do so (see Schedule 4); or
 - (iii) the risk assessment indicates that the outbreak would not have national impacts or a strong likelihood of the pest or disease establishing itself or spreading (see Schedule 2); or
 - (iv) none of the national significance criteria are met (see Schedule 3); or

- (v) the NBMG has not reached a consensus that a national biosecurity incident response should commence.
- (f) The NBMG must decide, on the basis of advice from the NBMCC, that a national biosecurity incident response will not continue if:
 - (i) it considers that the national biosecurity incident response has been successful in eradicating the pest or disease; or
 - (ii) it considers that the national biosecurity incident response has failed to eradicate the pest or disease; or
 - (iii) it has not reached consensus that a national biosecurity incident response should continue.

6.8 Involvement of the parties in NBMG decisions

- (a) Only those parties involved in the cost-sharing associated with a national biosecurity incident response have the right to participate (by voting) in related NBMG determinations.
- (b) Determinations by the NBMG in accordance with this clause 6 must be:
 - (i) made unanimously by the parties participating, in accordance with clause 6.8(a), where the determination relates to cost-sharing; or
 - (ii) made by the consensus of participating parties, in accordance with clause 6.8(a), in relation to all other determinations.
- (c) All NBMG members may express views relating to its decisions, which the group must consider

7. Cost-sharing

7.1 Cost-sharing in accordance with this agreement

Where the NBMG has determined, in accordance with clause 6.7, that an emergency response to a pest or disease will be addressed by a national biosecurity incident response under this agreement, the cost-sharing will be determined in accordance with this clause 7.

7.2 Cost-sharing formula

Eligible costs associated with a national biosecurity incident response will be shared in accordance with the following:

- (a) The Commonwealth's share will be 50 per cent of eligible costs
- (b) The state and territory parties' combined share will be 50 per cent of eligible costs
- (c) Of the state and territory parties' combined share, as calculated in accordance with clause 7.2(d), only those jurisdictions affected by the pest or disease must contribute
- (d) Each state or territory party's contribution is determined by reference to that party's share of the total number of beneficiaries of the national biosecurity incident response, according to the following formula:

A State/Territory Party's share of the combined investment =

$$\frac{\text{the number of people in a potentially affected area in that jurisdiction}}{\text{the total number of people potentially affected in Australia}}$$

- (e) The total number of people in a potentially affected area of a jurisdiction is determined by assuming that:
- (i) for pest/disease incidents in terrestrial environments, 1 per cent of the jurisdiction's land area potentially affected equates to 1 per cent of the jurisdiction's population
 - (ii) for pest/disease incidents in inland water environments, 1 per cent of the jurisdiction's surface water area potentially affected equates to 1 per cent of the jurisdiction's population
 - (iii) for pest incidents in marine environments, 1 per cent of the jurisdiction's length of coastline potentially affected equates to 1 per cent of the jurisdiction's population
- (f) When determining the total number of people in a potentially affected area:
- (i) the potentially affected area in a jurisdiction, expressed as a percentage of its total area, determines the risk faced by that jurisdiction
 - (ii) the potentially affected area is represented by the potential distribution of a pest or disease calculated in accordance with:
 - (A) Attachment 5A to Schedule 5 for pest/disease incidents in a terrestrial environment
 - (B) Attachment 5B to Schedule 5 (for pest incidents) and Attachment 5C to Schedule 5 (for disease incidents) in inland water environments
 - (C) Attachment 5D to Schedule 5 (for pest incidents) and Attachment 5E to Schedule 5 (for disease incidents) in marine environments
 - (g) the total number of people potentially affected in Australia is determined by the sum of all the potentially affected people in the affected jurisdictions
 - (h) the population data used for cost-sharing calculations will be the most recently available Australian Bureau of Statistics demographic statistics
 - (i) for pest or disease incidents in marine environments the Australian population calculated in accordance with clause 7.2(h) will not include the Australian Capital Territory.

7.3 Eligible costs

- (a) Eligible costs are determined in accordance with Schedule 5.
- (b) Eligible costs are only those costs that are above and beyond normal commitments.

7.4 Funding a national biosecurity incident response plan

- (a) When a national biosecurity incident response plan is implemented each party must:
 - (i) initially meet its own costs arising from the implementation of the plan
 - (ii) meet its cost-sharing obligations.

- (b) Subject to an application being made in accordance with clause 7.6, reimbursement (of net payments) between parties is to be made on no less than a three-monthly basis (or such other longer period as agreed by the NBMG).

7.5 No cost-sharing in relation to ongoing management, containment and recovery

To avoid any doubt, cost-sharing with regard to this agreement relates to NBMG-agreed national biosecurity incident responses, and not other arrangements and activities, including:

- (a) ongoing management arrangements, including containment that is not leading to eradication; or
- (b) recovery.

7.6 Reimbursement of a party

If a national biosecurity incident response plan is approved a party may apply for reimbursement in accordance with clause 7.12 under the cost-sharing arrangements for eligible costs incurred as a result of:

- (a) if the party is the notifying party
 - (i) verifying the outbreak and undertaking a risk assessment in accordance with step 2 of clause 6.1
 - (ii) assessing whether the outbreak is of national significance in accordance with step 6 of clause 6.1
 - (iii) preparing a draft national biosecurity incident response plan, including conducting a technical feasibility analysis and a cost:benefit analysis in accordance with step 7 of clause 6.1
- (b) undertaking initial containment activities in accordance with step 1 of clause 6.1
- (c) undertaking any other activity that is part of the response as set out in the national biosecurity incident response plan.

7.7 Limit on cost-sharing obligation

The obligations of affected parties, with regard to contributing to cost-sharing for a national biosecurity incident response, will not apply beyond any caps or limits specified in the national biosecurity incident response plan.

7.8 Initial rapid national biosecurity incident response cost-sharing obligations

- (a) The NBMG/s may commit up to \$5 million (in annual aggregate) towards the eligible costs associated with agreed national biosecurity incident responses under this agreement.
- (b) The parties must be in a position to provide their contribution to the amount in clause 7.8(a), determined in accordance with this clause.
- (c) If the \$5 million for eligible costs is exceeded in any one financial year, the relevant NBMG (and any subsequent NBMGs) must seek ministerial approval from all parties to continue activities and/or begin new emergency responses.
- (d) The Commonwealth will be responsible for monitoring expenditure under this delegation and will report biannually to the Commonwealth, State and Territory Ministers responsible for biosecurity matters.

7.9 Contributions by private beneficiaries

In accordance with clause 5.4(f):

- (a) parties acknowledge the challenge of implementing a ‘private beneficiary pays’ approach for national cost-sharing for matters not already covered by pre-existing arrangements
- (b) the parties agree that, given the complexities of issues associated with species-specific emergency responses, private beneficiary contributions should be considered by the NBMG on a case-by-case basis
- (c) in assessing whether private beneficiary contributions will be sought when funding a national biosecurity incident response under this agreement (in accordance with step 9(e) of clause 6.1), the NBMG will take into account whether the payment mechanism would be
 - (i) practical
 - (ii) equitable
 - (iii) non-distortionary
 - (iv) efficient
- (d) the parties agree that, where there is one or more private beneficiary and no existing arrangements, the NBMG and parties will negotiate with those private beneficiaries on contributing financially to a national biosecurity incident response to an outbreak of a pest or disease under this agreement
- (e) NBMG approval of a national biosecurity incident response plan in accordance with clause 6.7(c) may be contingent on a commitment by a private beneficiary to contribute in accordance with clause 7.9.

7.10 Reimbursement to parties of contributions by private beneficiaries

Where a contribution to a national biosecurity incident response is obtained from private beneficiaries in accordance with clause 7.9, the amount to be distributed to a party will be a proportion of their investment in the response in accordance with the relevant cost-sharing arrangement.

7.11 Accounting for a national biosecurity incident response plan

- (a) All parties must:
 - (i) keep records, in auditable form, of eligible costs
 - (ii) be able to substantiate claims for reimbursement in accordance with clause 7.3 arising from eligible costs incurred for each national biosecurity incident response they are involved in.
- (b) All parties must make these records available, in accordance with clause 7.11, when the cost-sharing arrangements are coordinated, as outlined in clause 7.12.

7.12 Coordination of claims for reimbursement

- (a) On commencement of this agreement, the NBMG secretariat will ensure that an officer is responsible, as part of their job description, for coordinating and collating claims for reimbursement, in accordance with clause 7.6, of a party’s eligible costs arising from a national biosecurity incident response.

- (b) The role of the officer employed in accordance with clause 7.12(a) will be to manage:
 - (i) the receipt and processing of applications from parties for reimbursement of eligible costs
 - (ii) verification that a party has provided the information required to satisfy the NBMG that
 - (A) the amount of the claim constitutes eligible costs
 - (B) those eligible costs have been incurred by the claiming party in connection with the agreed national biosecurity incident response
 - (iii) the referral back to the NBMG for clarification on what constitutes eligible costs if this is unclear
 - (iv) the reimbursement of a party's eligible costs
 - (v) records of claims receivable and payable by parties in accordance with the cost-sharing arrangements under this agreement, including requesting that records kept by the parties in accordance with clause 7.11.
- (c) The NBMG must decide on the level of resourcing required to undertake the functions outlined in clause 7.12(b) for each national biosecurity incident response.
- (d) The cost of coordinating the cost-sharing arrangements, as outlined in clause 7.12(b), are over and above the normal commitments of parties and will be eligible costs under this agreement and shared.
- (e) The costs classed as eligible costs will be calculated based on the hourly rate of the relevant officer, and any additional resources for contracted parties to undertake the functions outlined in clause 7.12(b).

7.13 Reporting

- (a) Each affected party must provide, at meetings of the NBMCC, or at other agreed times, a written report in the form of Attachment 5F to Schedule 5, setting out their budgeted, committed and actual expenditure relating to the national biosecurity incident response plan.
- (b) The NBMCC must promptly report to the NBMG on the progress of a national biosecurity incident response and matters requiring NBMG consideration.

7.14 Auditing

- (a) The National Biosecurity Committee (NBC) or the NBMG may request, at any time, a financial or efficiency audit of the implementation of a national biosecurity incident response plan.
- (b) If the NBC or the NBMG requests an efficiency audit, the audit will be prepared by an external provider in accordance with item 2 of Attachment 5E to Schedule 5.
- (c) If the NBC or the NBMG requests a financial audit an external provider will be appointed to:
 - (i) provide a formal sign-off on any claims or payments made regarding the cost-sharing of eligible costs
 - (ii) have regard to the matters set out in item 3 of Attachment 5G to Schedule 5.

- (d) The costs of undertaking activities in accordance with clauses 7.14(b) and (c) will be classed as eligible costs in accordance with items 2 and 3.5 of Schedule 5.

Part VI. Implementation measures

8. Institutional structures

8.1 Institutional structures to support this agreement

- (a) The parties agree that this agreement will be supported by national institutional arrangements that deliver consolidated, strategic and timely decision-making.
- (b) The parties agree to do their best to ensure that:
 - (i) their appointed representatives to such bodies and
 - (ii) any of their employees and officers who are given roles or functions under the agreement,

carry out those roles and functions as though they themselves were signatories to the agreement.

8.2 Commonwealth, State and Territory Ministers responsible for biosecurity matters

- (a) The parties must ensure that the Commonwealth, State and Territory Ministers responsible for biosecurity matters, include in their meetings on biosecurity issues, a consideration to consolidate their individual biosecurity agendas.
- (b) The parties must ensure that the Commonwealth, State and Territory Ministers responsible for biosecurity matters engage other ministers on biosecurity matters that may be relevant to the business of those other ministers.

8.3 National Biosecurity Committee

- (a) The NBC's role includes:
 - (i) developing strategic national biosecurity policy
 - (ii) consulting with other national committees on biosecurity matters that may be relevant to their business
 - (iii) implementing this agreement
 - (iv) monitoring the implementation of this agreement, including contributing to a review of this agreement in accordance with clause 14.
- (b) The NBC will carry out its role in accordance with Australia's international rights and obligations.

8.4 Establishing a National Biosecurity Management Consultative Committee

- (a) Upon notification of an outbreak by the reporting point, the parties will establish an outbreak-specific NBMCC.

- (b) The NBMCC established for an outbreak of a pest or disease will:
 - (i) advise the NBMG on various matters concerning the outbreak and any resulting national biosecurity incident response; and effectively and efficiently coordinate the technical aspects of that response, including the tasks identified in clause 6
 - (ii) be constituted, have roles and objectives, and meet and conduct its affairs in the manner set out in Schedule 8
 - (iii) perform the obligations specified in this agreement.
in relation to that outbreak.
- (c) The NBMCC will carry out its roles in accordance with Australia's international rights and obligations.

8.5 Establishing a National Biosecurity Management Group

- (a) An outbreak-specific NBMG will be convened on the request of any party or on the advice of the NBMCC in accordance with step 5 of clause 6.1.
- (b) The NBMG established for a pest or disease outbreak will:
 - (i) be the peak national decision-making forum, through which parties will seek decisions on, but not limited to
 - (A) whether the outbreak is of national significance
 - (B) whether a national biosecurity incident response is technically feasible and cost beneficial
 - (C) whether the outbreak requires a national biosecurity incident response
 - (D) agreeing to the national biosecurity incident response plan
 - (E) cost-sharing in accordance with the national biosecurity incident response plan
 - (ii) be constituted, have roles and objectives, and meet and conduct its affairs in the manner set out in Schedule 7
 - (iii) perform the obligations specified in this agreement
in relation to that outbreak.
- (c) The NBMG will carry out its role in accordance with Australia's international rights and obligations.

9. Legislative and administrative arrangements

9.1 Review of existing legislative and administrative arrangements

Each party will review its legislation, regulations and administrative arrangements and do their best to ensure they support the commitments in this agreement. The parties will be guided by Schedule 6 in undertaking the reviews.

9.2 Reporting on legislative and administrative arrangements

Each party will prepare and provide to the NBC, within two years of becoming a party to this agreement, a report setting out the results of the reviews undertaken in accordance with clause 9.1, and any proposed amendments or new legislation, regulations or administrative arrangements, including a timetable for their implementation.

Part VII. Miscellaneous

10. Managing the agreement

10.1 Representatives of the parties

On commencement of this agreement, each party

- (a) will nominate a representative who will be responsible for administering this agreement on behalf of that party
- (b) must notify the NBC of a change to the party's representative within 30 days.

10.2 Notifications

Each party will notify, through their representatives, any changes to their circumstances relating to this agreement, including, for example, withdrawing from it.

10.3 Schedules to agreement

The schedules to this agreement have the same status as the main part of this agreement.

11. Dispute resolution

11.1 The process for resolving disputes

If a dispute arises under this agreement between any or all of the parties, those parties will work together to resolve the dispute using the following procedures:

- (a) initial discussions will be undertaken by the relevant officials on the NBMG, and will be conducted in good faith and with a view to resolving the dispute
- (b) if the dispute is not resolved within 60 days an independent mediator may be employed to assist the disputing parties in resolving the dispute. When undertaking this option the parties will
 - (i) agree on a suitably qualified person to undertake the mediation process
 - (ii) share any costs for the mediation equally, unless otherwise recommended by the person conducting the mediation or alternative dispute resolution process.
- (c) If mediation does not resolve the dispute, the matter will be referred to the ministers responsible for administering the disputing parties.

11.2 Obligation to continue to perform

Despite the existence of a dispute each party must continue to meet its obligations under this agreement.

12. Commencement and termination

12.1 Commencement

This agreement will commence operation on the date it is signed by the Commonwealth and at least one of the state or territory parties.

12.2 Term

The term of this agreement is from commencement until termination.

12.3 Termination

This agreement is terminated if:

- (a) there are less than two parties to the agreement; or
- (b) the Commonwealth is no longer a party to the agreement.

12.4 Withdrawal from this agreement

If a party wishes to withdraw from this agreement it must give notice to each other party and such notice must:

- (a) state the party's intention to withdraw from the agreement
- (b) set out the party's reasons for the withdrawal; and
- (c) specify the date on which the withdrawal will be effective; which must be no earlier than six (6) months from the date of the notice.

13. Amendments to this agreement

13.1 Amendments to be in writing

The parties may vary this agreement only by way of an exchange of letters between all parties through the Commonwealth, State and Territory Ministers responsible for biosecurity matters.

13.2 Counterparts

The written agreement required in accordance with clause 13.1 may be signed in counterparts, and all counterparts taken together will be deemed to form a single, valid amendment to this agreement. Note: a document is signed in counterparts when the parties each sign an identical copy of the document, but do not all sign the same copy.

13.3 Commencement of amendments

An amendment to this agreement will, subject to this clause 13, commence on the date it is signed by the last of the parties.

13.4 Addition of other parties

- (a) Parties may be added to this agreement after the date it commences with the consent of the Commonwealth, State and Territory Ministers responsible for biosecurity matters.

- (b) The terms of this agreement remain in effect if any other state or territory party is added after its commencement.

Part VIII. Review

14. Review of this agreement

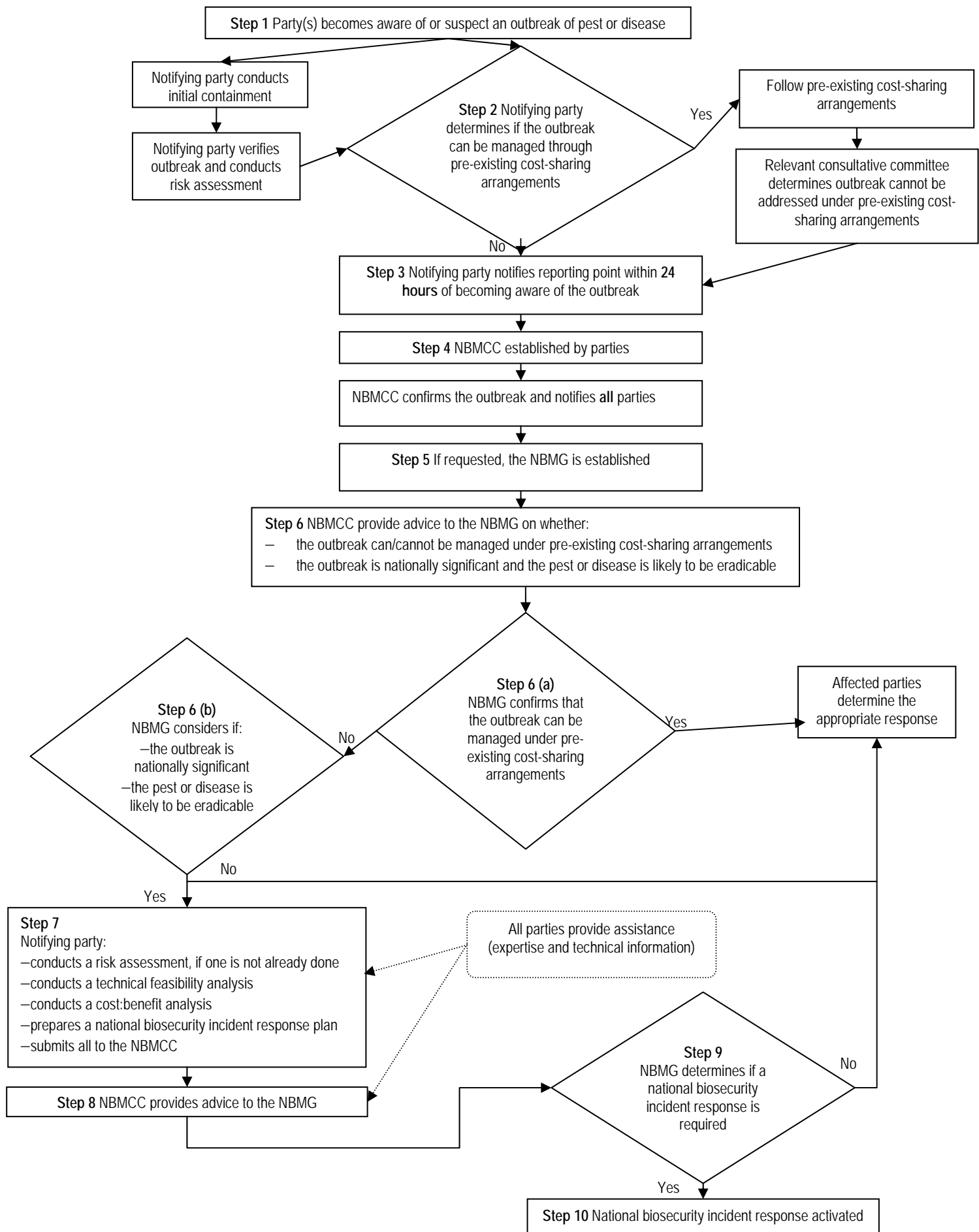
14.1 Review by biosecurity agencies

- (a) The parties must ensure that, within five (5) years from commencement, the chief executive officers of agencies with responsibility for biosecurity matters will review the agreement's implementation and effectiveness.
- (b) In conducting the review, the chief executive officers must:
 - (i) seek and incorporate input from the NBC
 - (ii) consult with the Commonwealth, State and Territory Ministers responsible for biosecurity matters or those committees set up by these ministers to manage and oversee biosecurity matters.

14.2 Report to the ministers

The parties must ensure that, on conducting a review in accordance with clause 14.1, that a report is prepared for the Commonwealth, State and Territory Ministers responsible for biosecurity matters that must include comments on the agreement's implementation and effectiveness—including any recommendations for amendments.

Schedule 1 Flow chart of approach to national biosecurity incident response



Schedule 2 Risk assessment

1. Introduction

- (a) Risk assessment is used to assess the likelihood of a pest or disease entering, establishing and spreading and the pest or disease's potential impact.
- (b) In assessing the potential impact of the pest or disease the following factors **may** be considered:
 - (i) the potential economic impacts, including those on the economy arising from negative consequences on human, animal or plant life, or health and relevant abiotic (non-living) aspects of primary production and/or business
 - (ii) the potential environmental impacts of the pest or disease, including negative changes to the environment or an ecosystem, whether natural or made by humans, including terrestrial, inland water and marine environments
 - (iii) the potential social amenity impacts of the pest or disease, including negative changes to human infrastructure and human health, including from zoonoses.
- (c) To avoid any doubt, where the impacts of the pest or disease are predominantly on public health and/or primary production, the incident will be dealt with under those pre-existing arrangements.

2. Risk assessments for emergency response activities

- (a) A risk assessment of the pest or disease must be undertaken under this agreement to help determine whether an emergency response should be mounted (see step 2 of clause 6.1).
- (b) The risk assessment will also be used to develop emergency actions to be undertaken as part of the national biosecurity incident response plan.
- (c) The response plan must be implemented in accordance with Australia's international rights and obligations. Where the national biosecurity incident response plan includes implementing measures that will, directly or indirectly, affect international trade, or have the potential to do so, these measures must be consistent with Australia's international rights and obligations.

Schedule 3 National significance criteria

1. National significance

- (a) These criteria are only to be used to determine whether a particular pest or disease falls under the scope of this agreement.
- (b) These criteria can be used to assess whether a pest or disease is of national significance prior to an outbreak and/or when an outbreak has occurred.
- (c) A pest or disease is of national significance when at least one of the following national significance criteria are established in relation to the pest or disease, being criteria relating to:
 - (i) the environment
 - (ii) people, including human infrastructure and social amenity
 - (iii) business activity.
- (d) Impacts on public health may be used to support the full impact assessment of a pest or disease but do not form part of an assessment of its national significance.

2. National significance criterion: environment

2.1 General

- (a) The national significance criterion covers the projected impacts of a pest or disease outbreak on the environment if the pest or disease was to realise its full potential range in Australia.
- (b) A pest or disease will meet this national significance criterion if any of the following sub-criteria are established:
 - (i) impacts on nationally important species
 - (ii) impacts on ecologically valuable species
 - (iii) impacts on nationally important places
 - (iv) impacts on ecologically important places
 - (v) extensive impacts.

To avoid any doubt, 'impact' is defined in accordance with clause 2.2 of this agreement (that is, 'causing significant negative consequences').

2.2 Impacts on nationally important species

- (a) A 'nationally important species' is a native species that has a particular significance to the Australian community across the nation because it is:
 - (i) relevant to the national identity; or
 - (ii) nationally listed; or
 - (iii) the subject of an international obligation.

For example, kangaroo species, koala, whale species and painted snipe.

- (b) This sub-criterion is met if the pest or disease is likely to have a significant impact on the conservation status of a nationally important species.
- (c) The following guideline will help with determining whether item 2.2(b) of this schedule is established:
 - (i) An outbreak of a pest or disease will have a significant impact on the conservation status of nationally important species where it is likely that the outbreak will or would:
 - (A) substantially modify (including by fragmenting habitats, altering fire regimes, altering nutrient cycles or altering hydrological cycles), destroy or isolate a significant proportion of the habitat for a nationally important species; or
 - (B) seriously disrupt the lifecycle (including reproduction, feeding/nutrient uptake, migration or resting behaviour) of an ecologically significant proportion of the population of a nationally important species.

2.3 Impacts on ecologically valuable species

- (a) An 'ecologically valuable species' is a native species that makes a significant contribution to national biodiversity due to factors such as:
 - (i) it being a keystone species, meaning a species that provides an essential role in the ecosystem in which it resides. An example of a keystone species is a species of gum tree that provides an over-storey to a bush ecosystem and hence support for many animals, birds, invertebrates, soil microbes etc; or
 - (ii) the phylogenetic distinctiveness of the species. For example, the cassowary, strangler fig, spinifex, Mitchell grass, the Australian salamanderfish and the Australian lung fish.
- (b) This sub-criterion is met if the pest or disease would likely have a significant impact on the conservation status of an ecologically valuable species.
- (c) The following guideline will help with determining whether item 2.3(b) of this schedule is established:
 - (i) An outbreak of a pest or disease will have a significant impact on the conservation status of an ecologically valuable species where it is likely that the outbreak will or could:
 - (A) substantially modify (including by fragmenting habitats, altering fire regimes, altering nutrient cycles or altering hydrological cycles), displace, destroy or isolate a significant proportion of the habitat of an ecologically valuable species; or
 - (B) seriously disrupt the lifecycle (breeding, feeding, migration or resting behaviour) of an ecologically significant proportion of the population of an ecologically valuable species.

2.4 Impacts on nationally important places

- (a) A 'nationally important place' is any place that has a particular significance to the Australian community or because it is relevant to the national identity. For example, nationally important places may include National Heritage Places included in the National

Heritage List under the *Environment Protection and Biodiversity Conservation Act 1999* and Australian properties included on the World Heritage list.

- (b) This sub-criterion is met if the pest or disease would be likely to have a significant impact on the values that make a place nationally important.

2.5 Impacts on ecologically valuable places

- (a) An ‘ecologically valuable place’ is an area that:
- (i) makes a significant contribution to Australia’s natural environment; or
 - (ii) meets national heritage listing criteria, as set out in the *Environment Protection and Biodiversity Conservation Act 1999* and regulations; or
 - (iii) are nationally-listed, ecological communities and RAMSAR wetlands covered under the *Environment Protection and Biodiversity Conservation Act 1999*.
- (b) This sub-criterion is met if the pest or disease would be likely to have a significant impact on the national heritage values of an ecologically valuable place.

2.6 Extensive impacts

- (a) An ‘extensive impact’ means severely and/or extensively affecting one or more of the following:
- (i) the physical environment
 - (ii) Australian biodiversity
 - (iii) the structure of ecological communities
 - (iv) ecosystem functions
 - (v) environmental amenity
 - (vi) ecosystem services.
- (b) This sub-criterion is met if the pest or disease would likely have an extensive impact, regardless of whether the pest or disease also meets one of the other sub-criteria with regard to nationally important or ecologically valuable species or places. For example, the following species may meet this sub-criterion: *Didymosphenia geminata* (rock snot) cool water aquatic plant, fanworms (species not yet present in Australia), new weeds that are scientifically assessed as having the potential to cause significant impacts and *Puccinia psidii* (Eucalyptus rust). The following species would **not** meet this sub-criterion: benign ants and macaw wasting disease (proventricular dilation disease).
- (c) It is acknowledged that a pest or disease meeting this sub-criterion may also meet other criteria or sub-criteria.

3. National significance criterion: people, including social amenity and human infrastructure

3.1 General

- (a) This national significance criterion is concerned with the impacts of pests and diseases on people, including:
- (i) the inconvenience to people and society caused by the pest or disease

- (ii) the impacts on human infrastructure.
- (b) A pest or disease will meet this criterion if one or more of the following sub-criteria are established:
 - (i) impacts on human infrastructure
 - (ii) impacts on social amenity
 - (iii) cultural impacts.

To avoid any doubt, 'impact' is defined in accordance with clause 2.2 of this agreement (that is, 'causing significant negative consequences').

- (c) In determining whether a pest or disease meets this national significance criterion the following matters should be considered:
 - (i) the severity of the impact
 - (ii) the extent of the impact
 - (iii) the significance of the resources/assets under threat.

For example, this may include either a catastrophic loss of a resource amenity for a relatively small proportion of the population, or a substantial loss of amenity for an extensive or diverse part of the population.

3.2 Impacts on human infrastructure

This sub-criterion is met if a pest or disease outbreak has resulted, or would likely result, in substantial damage to or deterioration of infrastructure used by a significant proportion of people over an extensive area.

3.3 Impacts on social amenity

This sub-criterion is met if an outbreak has substantially degraded, or is likely to substantially degrade, amenity of resources used by a significant proportion of people over an extensive area.

3.4 Cultural impacts

This sub-criterion is met if a pest or disease outbreak:

- (a) has substantially degraded, or is likely to substantially degrade, cultural assets valued by a significant segment of the community
- (b) has resulted or is likely to result in substantial change to the practices and customs of a significant segment of the community; or
- (c) has resulted or is likely to result in a persistent and substantial negative change in national or international perception of attributes relevant to the national image.

4. National significance criterion: business activity

- (a) This national significance criterion is concerned with the economic impacts of pests or diseases on business costs or profitability.

To avoid any doubt, 'impact' is defined in accordance with clause 2.2 of this agreement (that is, 'causing significant negative consequences').

- (b) Where the impacts of a pest or disease are predominantly on primary production, the incident would be dealt with under those pre-existing cost-sharing arrangements.
- (c) Where the impacts of a pest or disease are predominantly on human health, the incident would be dealt with under those pre-existing cost-sharing arrangements.
- (d) A pest or disease will meet this national significance criterion if an outbreak is likely to result in:
 - (i) substantial increases in business costs; or
 - (ii) a substantial loss of production or business opportunities for an extended period and the pest or disease is not able to be managed under a pre-existing cost-sharing arrangement.

Schedule 4 National biosecurity incident response plan – technical feasibility and cost:benefit

1. Introduction

- (a) This schedule sets out the process to be followed by the notifying party:
 - (i) preparing a national biosecurity incident response plan
 - (ii) undertaking a technical feasibility analysis
 - (iii) undertaking a cost:benefit analysisas required under this agreement, and to be considered by the NBMCC when preparing advice for the NBMG.
- (b) It also outlines the requirements for managing a national biosecurity incident response plan, as required under this agreement.

2. Developing a national biosecurity incident response plan

2.1 Development of a draft national biosecurity incident response plan by the Notifying Party

When the notifying party is required, under this agreement, to develop a draft national biosecurity incident response plan, the response plan must be prepared in consultation with the NBMCC, and in accordance with the following principles:

- (a) The requirement to develop and approve a national biosecurity incident response plan must not impede the initiation of a rapid emergency response to an outbreak of a pest or disease, by the Notifying Party or any other party, required under this agreement.
- (b) The response plan must reflect the nature and circumstances of the outbreak and of the pest or disease.
- (c) While the key strategies and core operational components of the response plan must be prepared by the notifying party, some parts will be developed in accordance with a timetable agreed to by the NBMCC.
- (d) Any key strategies and core operational activities that are to be subject to cost-sharing must be clearly identified in the response plan.
- (e) The content of the response plan must be prepared in accordance with:
 - (i) item 3 of this schedule
 - (ii) Australia's international rights and obligations, including those contained in the SPS agreement.

2.2 Provision of the draft national biosecurity incident response plan to the NBMCC and NBMG

- (a) The notifying party must provide the proposed response plan to the NBMCC as soon as possible.
- (b) The NBMCC, once it agrees the proposed response plan is in a suitable form must submit the plan to the NBMG for consideration.

2.3 Effect of approval of the draft national biosecurity incident response plan

When the NBMG has approved the national biosecurity incident response plan:

- (a) the parties become committed to the obligations and activities outlined in the plan, and must implement the plan
- (b) any variations or proposed variations must be approved by the NBMG before it can come into effect. For example, the NBMCC may propose a variation to the plan, or a variation may be required because a party's legislation limits their ability to undertake the required activities.

3. National biosecurity incident response plan protocol

In addition to the requirements in item 2 of this schedule, a national biosecurity incident response plan must detail **all** the following matters:

- (a) the results of a risk assessment of the pest or disease outbreak, in accordance with Schedule 2
- (b) the results of the assessment of the pest or disease outbreak against the national significance criteria, in accordance with Schedule 3
- (c) the results of the technical feasibility analysis carried out in accordance with item 4 of this schedule
- (d) the results of the cost:benefit analysis carried out in accordance with item 5 of this schedule
- (e) the detail of the actions to be undertaken as part of the response, including identifying the parties that will undertake those actions
- (f) recommended approaches for determining proof-of-freedom, including surveillance
- (g) the projected budgets and indicative costs
- (h) review points or 'caps' relating to the extent of cost-sharing. A review point may include the occurrence of a new outbreak of the pest or disease in a different location, the point where an agreed limit of funding has been expended, as well as other indicators of the effectiveness of the response arrangements to date.

4. Technical feasibility

4.1 The objective of the technical feasibility analysis

The objective of the technical feasibility analysis is to determine the technical feasibility of the proposed national biosecurity incident response in eradicating the pest or disease.

4.2 Technical feasibility criteria

In undertaking a technical feasibility analysis, **all** the following criteria must be considered and advice provided:

- (a) the capability to accurately diagnose or identify the pest or disease
- (b) the effectiveness of the control technique options, including a recommendation on the control technique likely to be the most cost-effective in eradicating the pest or disease
- (c) the level of confidence that all individual pest/disease organisms present (including at all life stages) can be removed/destroyed by the recommended control techniques
- (d) the level of confidence that it is possible to remove the organisms at a faster rate than they can propagate until the population is reduced to a non-viable density
- (e) confirmation that the recommended control techniques are publicly acceptable (taking into consideration cultural and social values, humaneness, public health impacts, non-target impacts and environmental impacts)
- (f) interim control measures that have been put in place by the notifying party
- (g) endemic pest or disease controls that may limit or prevent establishment
- (h) any legislative impediments to undertaking an emergency response
- (i) resources required to undertake an emergency response
- (j) the known area of infestation
- (k) the likely distribution of the pest or disease, in accordance with Attachment 5A, 5B, 5C, 5D and 5E to Schedule 5, in relation to a terrestrial pest/disease, an inland waters pest, an inland waters disease, a marine pest and a marine disease respectively
- (l) identification of the pathways for the entry into and spread within Australia of the pest or disease
- (m) the level of confidence that further introductions are sufficiently low
- (n) the dispersal ability of the organism (that is, whether the organism is capable of rapid spread over large distances)
- (o) the level of confidence that the organism is detectable at very low densities (to help determine if eradication has been achieved), and that all sites affected by the outbreak have or can be found
- (p) surveillance activities that are in place or could be put in place to confirm proof-of-freedom for sites possibly infested by the pest or disease
- (q) the community consultation activities undertaken.

5. Cost:benefit analysis

5.1 The objective of the cost:benefit analysis

- (a) The cost:benefit analysis is an important factor in determining:
 - (i) whether to implement a national biosecurity incident response, and

- (ii) the form of that response.
- (b) The objective of the cost:benefit analysis is to determine whether the costs of a national biosecurity incident response would be outweighed by the benefits and, if so, to whom the benefits would accrue.
- (c) The parties agree to undertake cost:benefit analyses for the purposes of this agreement, in accordance with the National Framework for Biosecurity Benefit:Cost Analysis at Schedule 4, Attachment A).

5.2 Relevant matters

As outlined in Attachment A to this schedule, the cost:benefit analysis should compare all the expected costs of an impact (the benefits of responding) with all the expected costs of responding, including the following matters:

- (a) the direct and indirect costs arising from the impact of the pest or disease, such as
 - (i) increased expenses or reduced returns
 - (ii) impacts on the economic, environmental and social values of natural assets
 - (iii) impacts relating to the values affected under the relevant national significance criteria and the potential costs of mitigating those impacts in the absence of a national biosecurity incident response
 - (iv) costs identified through an assessment of the human health implications
- (b) identification of the industries, businesses or other sectors of society that would benefit from a national biosecurity incident response
- (c) the costs and impacts of the response plan's actions, including the opportunity cost of any alternative uses of the funds required to implement the response plan
- (d) the relative cost effectiveness of alternative approaches to limiting the risks.

5.3 Determining cost in the cost:benefit analysis

- (a) Determining the costs and/or benefits (in a dollar sense) of the impacts of a pest or disease outbreak on the natural environment, and otherwise, can be problematic.
- (b) If there are environmental or social costs and benefits, qualitative assessments should be used in the cost:benefit analysis, in accordance with Attachment A of this schedule.

6. Management of a national biosecurity incident response plan

A national biosecurity incident response plan must be implemented by the affected parties in accordance with:

- (a) the applicable legislation
- (b) the terms of the plan, ensuring the actions are not inconsistent with the applicable legislation,
- (c) Australia's international rights and obligations, including those contained in the SPS agreement.

Attachment 4A National Framework for Biosecurity Benefit:Cost Analysis

CURRENTLY BEING FINALISED

Schedule 5 Arrangements for cost-sharing of eligible costs

1. Introduction

This schedule sets out the agreement's eligible costs and cost-sharing arrangements.

2. Principles of cost-sharing

2.1 Assessments prepared for the NBMCC and NBMG

The notifying party must meet the costs of preparing the assessments to be provided to the NBMCC and the NBMG for their consideration as to whether a national biosecurity incident response is required, in accordance with step 7 of clause 6.1.

2.2 Costs of initial containment work

The notifying party, and any other state or territory party to which step 1 of clause 6.1 of this agreement applies, will meet the costs of the initial containment and control work.

2.3 Cost-sharing once a national biosecurity incident response plan is approved

When the NBMG has approved a response plan, cost-sharing principles will apply in respect of:

- (a) eligible costs met by the parties in accordance with items 2.1 and 2.2 of this schedule, by way of reimbursement in accordance with clause 7.6 of this agreement
- (b) eligible costs arising from implementing the plan
- (c) owner reimbursement costs, specified in item 3.4 of this schedule, from
 - (i) the date of first notification of the outbreak to the relevant state(s), territory(s) or the Commonwealth; or
 - (ii) an earlier date as may be determined by the NBMG on advice from the NBMCC
- (d) investigation and diagnostic costs, if approved by the NBMG as being relevant and reasonable.

3. Eligible costs

Eligible costs are as set out in this item 3, provided they are above a party's normal commitment, as determined by the NBMG.

3.1 Salaries and wages

- (a) The following are eligible costs:
 - (i) subject to item 3.1(b) of this schedule, salaries, wages or fees for staff, consultants, contractors or externally funded staff engaged by a party to assist directly with a response, and for staff, consultants, contractors, or externally funded staff engaged to backfill positions of existing permanent staff who are assisting directly with a response

- (ii) subject to item 3.1(b) of this schedule, allowances for staff, consultants, contractors or externally funded staff engaged in implementing a national biosecurity incident response plan, including
 - (A) meal allowances
 - (B) district allowances
 - (C) penalty rates
 - (D) accommodation assistance
 - (iii) payroll tax, workers' compensation, superannuation and leave for staff engaged directly for, or as a result of, implementing a response plan
 - (iv) overtime incurred directly as a result of implementing a response plan
 - (v) reimbursements to volunteer emergency service personnel by negotiation with the service provider, but generally limited to out-of-pocket or incidental expenses.
- (b) Where the eligible costs are costs arising in accordance with items 3.1(a)(i) and (a)(ii) of this schedule in relation to contractors engaged by the parties to implement a national biosecurity incident response plan, those costs will only be eligible costs up to the fees and allowances level approved by the NBMG, or such other relevant fee structure.
- (c) The following are not eligible costs:
- (i) salaries, wages or fees for staff, consultants, contractors, or externally funded staff who are, or who would be, engaged by a party irrespective of a response plan being implemented. However where the use of consultants or contractors, adds materially to the cost of the response to the jurisdiction, then these additional costs are eligible costs. The use of externally funded staff should also be acceptable provided the funds associated with those staff prior to the implementation of the response plan are suspended, withheld or refunded to the original funding party during the secondment of those staff to the response.

3.2 Operating expenses

Operating expenses incurred directly by a party when undertaking activities required by a response plan will be classed as eligible costs, subject to any conditions specified below:

- (a) the cost of additional staff and operating costs incurred as a result of activities
 - (i) required by a national biosecurity incident response plan
 - (ii) provided internally by an agency of a state or territory party
- (b) costs incurred by a state or territory party in obtaining laboratory services or the services of taxonomic experts from an external source to assist in the implementation of a national biosecurity incident response plan. The amount of eligible costs will be
 - (i) where the specified contracted level of services is exceeded, an amount equivalent to the marginal cost in accordance with item 3.2(a) of this schedule that would be charged by a comparable government laboratory for that additional service
 - (ii) 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

- (c) costs arising from the purchase of stores and equipment for the implementation of a national biosecurity incident response plan. The eligible costs will be as valued
 - (i) at the time of the proof-of-freedom or upon a determination by the NBMG that the national biosecurity incident response will not continue, in accordance with clause 6.7(f)(i) of this agreement, in which case the stores or equipment will be sold within 60 days; or
 - (ii) if disposed of prior to the time referred to in item 3.2(c)(i) of this schedule, at the time of disposal.

The proceeds from any sale of stores or equipment, or equivalent value, will be distributed to the parties in the same proportions as their contribution in accordance with the cost-sharing arrangement, unless the parties approve otherwise

- (d) other essential operating costs will be eligible costs if so determined by the NBMG and specified in a national biosecurity incident response plan.

3.3 Capital costs

Regardless of whether capital equipment has already been purchased or will be purchased by a party:

- (a) eligible costs include the costs arising from obtaining (or obtaining the use of) essential equipment for the immediate servicing needs of a response plan; but
- (b) eligible costs will not include capital expenditure on major items, such as motor vehicles or buildings, unless
 - (i) the response plan specifies that the costs are to be eligible costs
 - (ii) the capital items are essential for, and specific to, activities under the response.

Note that the working life of such capital items would normally be expected to extend beyond the response and may be utilised in other ongoing programs. Accordingly, the cost of such items is a party's responsibility

- (c) such equipment will be valued and dealt with in accordance with item 3.2(c) of this schedule.

3.4 Owner reimbursement costs

- (a) Subject to the conditions and restrictions set out in this item 3.4, owner reimbursements are eligible costs.
- (b) Subject to the conditions set out in item 3.4(d) of this schedule, owner reimbursements are costs (including costs of damage) arising from actions approved by the NBMG for the implementation of a national biosecurity incident response plan.
- (c) Owner reimbursement costs could include:
 - (i) direct eradication costs arising from actions undertaken as part of a national response to a pest or disease
 - (ii) direct costs arising from actions to prevent the spread of a pest or disease where the resulting impacts are predominantly relating to the environment

- (iii) the costs of property that has been destroyed as a result of actions undertaken as part of a response to an outbreak of a pest or disease that predominantly affects the environment
- (iv) costs arising from actions undertaken as part of a response, for example, additional pest control measures, special cleaning of machinery or equipment, slipway costs
- (v) direct costs arising, in relation to a native species that is
 - (A) directly threatened by the pest or disease subject to the national response; or
 - (B) directly threatened as a result of actions undertaken as part of the response from:
 - (C) relocation
 - (D) housing
 - (E) breeding
 - (F) rehabilitation; or
 - (G) other related actions

undertaken in relation to the native species, provided that the threat to the native species referred to in item 3.4(c)(v)(A) or (B) of this schedule was (wholly or partly) a justification for the NBMG to regard the outbreak of the pest or disease as being of national significance.
- (d) Owner reimbursement costs will not include:
 - (i) the actual cost of replacing species not included in item 3.4(c) of this schedule that have been destroyed for the purposes of actions undertaken as part of a national biosecurity incident response to a pest or disease
 - (ii) costs (or any part of costs) where the owner, who would otherwise be entitled to owner reimbursements in accordance with this item 3.4, has been convicted of any offence which was or is directly related to actions undertaken as part of a national biosecurity incident response
 - (iii) costs that are attributable to
 - (A) loss of profits
 - (B) loss occasioned by a breach of contract
 - (C) loss of production; or
 - (D) any other consequential loss whatsoever; or
 - (iv) costs (or any part of costs) where the owner, who would otherwise be entitled to owner reimbursements in accordance with this item 3.4
 - (A) is a private beneficiary party, as determined by the NBMG
 - (B) has not contributed the amount determined by the NBMG for the national response.

3.5 Audited statements of eligible costs

- (a) To help it determine the parties' respective contributions to eligible costs, the NBMG may seek an audited statement of expenditure from any party at any time during, or on completion of, a national biosecurity incident response.
- (b) Parties are required to maintain auditable records of eligible costs in accordance with clause 7.11 of this agreement.
- (c) The reasonable costs incurred by:
 - (i) the NBMG in obtaining efficiency audits in accordance with clause 7.14 of this agreement, and in accordance with Attachment 5D to this schedule
 - (ii) all affected parties in maintaining accounts and records as required in accordance with clause 7.11 of this agreement
 - (iii) the notifying party when
 - (A) preparing the reports required in accordance with clause 7.13 of this agreement, and in accordance with Attachment 5D to this schedule
 - (B) obtaining financial audits required in accordance with clause 7.14 of this agreement, and in accordance with Attachment 5D to this scheduleare eligible costs.

Attachment 5A Potential distribution of terrestrial pests and diseases

1. Introduction

- (a) This attachment provides guidance on the process to be undertaken in determining the total potential distribution of a terrestrial pest or disease.
- (b) The potential distribution of a pest or disease represents the potentially affected area by that pest or disease.
- (c) This determination relates to calculating, in accordance with clause 7.2(d) of the agreement, what percentage of the total potentially affected area is represented by a party's jurisdiction which, in turn, leads to a determination of that party's percentage of risk and, subsequently, the number of people affected.
- (d) This process does not include analysis of potential impacts, as these are considered during the risk assessment, technical feasibility and cost:benefit analyses.

2. Fundamental assumptions for determining the potential distribution of terrestrial pests and diseases

In modelling the potential distribution of a terrestrial pest or disease, the following fundamental assumptions apply:

- (a) The contemporary situation will continue. The analysis will not include a consideration of possible future factors affecting the projected potential distribution, for example, climate change or changes in management actions, such as an increase in land clearing.
- (b) The pest or disease has been evenly, aerially spread across the country. The analysis will not be concerned with the pathway by which a pest or disease might enter or has entered the country, nor with the potential rate of its spread, but will be concerned with the areas in which the pest or disease could survive and/or become established.
- (c) There are no physiological or biological barriers to reproduction (i.e. the model assesses the area of climate match suitability where the species could establish if it could successfully reproduce).
- (d) A general situation is to be relied on. While discussion of exceptions is important, the advice to be provided would be for the general situation.

3. Data requirements for determining the potential distribution of terrestrial pests and diseases

3.1 Introduction

The information required, or which would be useful, for determining the potential distribution of terrestrial pests and diseases includes:

- (a) essential data—a prerequisite for a determination
- (b) valuable data—which will assist with a determination
- (c) secondary data—which will also assist with a determination.

3.2 Essential data

At a minimum, a determination of the potential distribution of a terrestrial pest or disease requires the following types of data:

- (a) information to underpin a correct diagnosis/taxonomic identification
- (b) climate data
- (c) knowledge of overseas range, including native and invaded ranges.

3.3 Valuable data

Data on the types and range of obligate hosts or habitats is valuable for determining the potential distribution of terrestrial pests and diseases, provided it is available and incontrovertible.

3.4 Secondary data

- (a) Secondary data that directly affect the potential distribution of a pest or disease can be used to determine the potential area of infestation. Secondary data will only be used if all parties on the NBMCC agree and only if it is available, highly relevant and incontrovertible.
- (b) Secondary data includes:
 - (i) insolation
 - (ii) humidity
 - (iii) land use
 - (iv) vegetation cover
 - (v) soil type.
- (c) If the secondary data are known to limit the extent of potential distribution they should be combined with the modelling output to increase the robustness of the conclusions on potential distribution.
- (d) It may also be useful to analyse a number of factors to establish the timing of management actions and response arrangements (for example: it is important to undertake action within days for an outbreak of eucalyptus rust, while action may be delayed for up to 18 months with the European house borer). Such factors may include:
 - (i) reproductive rates
 - (ii) dispersal capacity/dispersal pathways
 - (iii) vector dispersal
 - (iv) natural barriers
 - (v) the presence of natural enemies (predators/competitors/diseases/parasites) in Australia.

3.5 Level of confidence in the essential data

- (a) When providing advice to the NBMG, the NBMCC will need to advise on the level of confidence it has in the information that underpins the climate suitability map for the pest or disease species.

- (b) The most accurate data available should be used.
- (c) The best sources of data are:
- (i) published, peer-reviewed data
 - (ii) museum/herbarium/collection records and
 - (iii) expert advice, properly elicited.
- (d) Other sources of data that may be available are:
- (i) Free databases (such as ECO, GBIF, PaDIL) and
 - (ii) Internet sources, where the level of confidence is ranked` (highest to lowest):
 - (A) validated data sources with open access
 - (B) validated data sources without open access
 - (C) survey data and
 - (D) open access (e.g. a google search).
- (e) Where data are not validated, these sources should be checked and validated where possible. The data sources listed in item 3.5(d) of this attachment should be assessed according to their confidence ratings (see table in item 3.5(h) of this attachment). Assessments of survey data should consider the methodology used. If the methodology is not available, a low confidence rating should be assigned to these data. Surveys that follow international standards, such as those outlined in ISPM-6 (for plant pests and diseases) or OIE reporting standards (for animal Pests and diseases) should be assigned a higher confidence rating.
- (f) Surrogate species (closely related species) information should not be used as there is no direct correlation between surrogates and the actual pest/disease species.
- (g) Formal and informal networks of experts are an essential source of information and data. These networks should be encouraged and communicated to ensure timely and effective decision-making.
- (h) A table outlining the confidence rating of different data sources is provided below.

Document Type or Information Source	Confidence Rating
<ul style="list-style-type: none"> • Peer-reviewed scientific paper 	High
<ul style="list-style-type: none"> • High quality science or plant specific books (e.g. floras), non-peer reviewed scientific paper (e.g. conference proceedings), • Personal communications from experts (e.g. PhD, or higher degree on species being assessed), • Unpublished reports from highly reliable sources (e.g. commercial reports or honours theses, etc.), • Internet information from Herbaria data, or • Internet information that cites sources from the 'Medium/High' category above. 	Medium/High
<ul style="list-style-type: none"> • Personal communications from people with experience with the species under assessment, • Information from general plant books (e.g. <i>Encyclopaedia Botanica</i>, <i>Gardening Flora</i>, etc.), • Unpublished reports from uncertain sources, • Internet information that cites sources from the 'Medium' category, or • Internet information from government or university websites (e.g. Australian state governments, or the USDA) 	Medium

<ul style="list-style-type: none"> • Anecdotal data from non-experts, • Internet information that cites anecdotal, non-expert sources, • Internet information from uncertain/uncited sources, • Horticultural, nursery notes or general web pages. 	Medium/ Low
<ul style="list-style-type: none"> • No data or reference material available. 	Low

Source: Department of Primary Industries, Victoria.

- (i) There is a risk that increasing the acceptable level of confidence in the quality of the data will reduce the quality of a prediction by reducing representativeness. Sensitivity analysis is needed to determine the influence of poor quality data. Effort can then be directed to verifying influential, poor quality data.

3.6 Insufficient data

In the event that there is insufficient data on a particular pest or disease to model the potential range, the NBMCC should provide advice to the NBMG on its best estimate.

3.7 Preferred environmental datasets

- (a) For consistency across all situations, the ‘Worldclim Data’ dataset is recommended. This addresses situations where species have a restricted range and there are no, or very few, meteorological stations in the ‘World Stations’ dataset. These interpolated computer generated points have a scatter of points across locations which have few meteorological stations. Use of this dataset also minimises concerns that the closest meteorological stations to a given location may not actually reflect the immediate location and climatic conditions. This may occur where disparate climatic conditions exist within a region, such as the mountainous areas bordering a coastline, like the Andes.
- (b) The ‘World Stations’ climate data set for comparing the climatic range of a pest/disease species overseas with the potential area of climatic suitability in Australia is also possible if there are known meteorological stations truly representative of the recorded locations.
- (c) Additional data sets that may be used for the secondary data are:
- (i) Bureau of Rural Sciences (BRS) land use/cover;
 - (ii) AGO forest change; and
 - (iii) NVIS data sets for native vegetation.
- (d) The resolution for analysing data should be a 10 km x 10 km grid.
- (e) Relevant and incontrovertible additional data from sources not listed here may be used following consultation and agreement by all members of the NBMCC.

4. Modelling software

- (a) ‘Climatch’ (with Euclidian matching implemented by BRS—part of the Department of Agriculture, Fisheries and Forestry) is the preferred climate modelling software.
- (b) While Climatch, like all models, has limitations, its overall logic is sound and it has the advantage of producing a single, reproducible climate match output from a set of agreed inputs. While it is acknowledged that the predictions have uncertainty attached to them, there will be no systematic errors that consistently disadvantage a particular jurisdiction.
- (c) Climatch uses a number of data parameters, such as temperature and rainfall, to match regions of Australia with areas overseas where a pest or disease is already established.

This is then a prediction of where it may be possible for the pest or disease to live if able and allowed to spread to all areas if species-specific resources were present.

- (d) For cost-sharing purposes a threshold of climate match level 5 and higher will be used for Climatch modelling.

5. Processes and procedures for modelling the likely area of infestation of a terrestrial pest or disease

The following process is recommended for modelling the likely area of infestation:

- (a) Identify the pest or disease.
- (b) Undertake an internet search and contact libraries/herbaria for information on the pest/disease species (accessing both high quality and lesser quality information), particularly on its distribution;
- (c) Collect overseas and Australian distributional data (both validated and anecdotal), noting that this is for new outbreaks in Australia.
- (d) Undertake Climatch modelling of validated data using:
 - (i) validated location data points for the species
 - (ii) the 'Worldclim Data' dataset
 - (iii) Euclidian match.
- (e) Undertake Climatch modelling of anecdotal data using the methodology set out in item 5(d) of this attachment.
- (f) Check the data to ensure there are no fundamental errors and validate the outliers, excluding (with an explanation) any errors and anomalies (e.g, non-viable populations and garden plants).
- (g) Check the results with other experts.
- (h) Undertake any further analyses with additional layers of data, if they are to be used (e.g, vegetation groups, agroecological regions etc). The recommended software for this is ARC-GIS or MCAS (available from BRS). Any modifiers that are used must be incontrovertible and fully documented.
- (i) Produce a map of the potential distribution based on climate suitability and any additional data:
 - (i) threshold match of level 5 (Bomford modelling)
 - (ii) include a confidence statement on the quality of the data.

Attachment 5B Potential distribution of inland water pests

1. Introduction

- (a) This attachment provides guidance on the process to be undertaken in determining the total potential distribution of an inland water pest.
- (b) The potential distribution of an inland water pest represents the area it could potentially affect.
- (c) This determination relates to calculating, in accordance with clause 7.2(d) of the agreement, what percentage of the total, potentially affected area is represented by a party's jurisdiction which, in turn leads to a determination of the party's percentage of risk and, subsequently, the number of people in that jurisdiction affected by a pest or disease.
- (d) This process does not include analysis of potential impacts as these would be considered in the risk assessment, technical feasibility and cost:benefit analyses.

2. Fundamental assumptions for determining the potential distribution of inland water pests

In modelling the potential distribution of an inland water pest, the following fundamental assumptions apply:

- (a) The contemporary situation will continue. The analysis will not include a consideration of possible future factors affecting the projected potential distribution, for example, climate change or changes in management actions, such as an increase in land clearing.
- (b) The pest has been evenly spread across inland waters in Australia. The analysis will not be concerned with the pathway by which a pest might enter or has entered the country, nor with the potential rate of its spread, but, rather, with the areas in which the pest could survive and/or become established.
- (c) There are no physiological or biological barriers to reproduction (i.e. the model assesses the area of climate match suitability where the species could establish if it could successfully reproduce).
- (d) A general situation is to be relied on. While discussion of exceptions is important, the advice to be provided would be for the general situation.

3. Data requirements for determining the potential distribution of inland water pests

3.1 Introduction

The information required, or which would be useful, for determining the potential distribution of inland water pests includes:

- (a) essential data—a prerequisite for a determination
- (b) valuable data—which will assist with a determination
- (c) secondary data—which will also assist with a determination

3.2 Essential data

At a minimum, a determination of potential distribution of an inland water pest requires the following types of data:

- (a) information underpinning correct diagnosis/taxonomic identification
- (b) climate data
- (c) surface area of the inland water, using the following features, as defined by the GEODATA TOPO 250k dataset (available from Geoscience Australia at www.ga.gov.au)
 - (i) lakes
 - (ii) reservoirs
 - (iii) rivers—perennial, noting that, in some situations, non-perennial sections of rivers may need to be incorporated into the data to be used for modelling
 - (iv) canals and irrigation channels
 - (v) wetlands (equivalent to ‘swaps’ in the GEODATA TOPO 250k dataset)
- (d) knowledge of overseas range, including native and invaded ranges.

3.3 Valuable data

Data on the types and range of obligate hosts or habitats is valuable for determining the potential distribution of inland water pests, provided it is available and incontrovertible.

3.4 Secondary data

- (a) Secondary data that directly affect the potential distribution of a pest can be used to determine the potential area of infestation. Secondary data will only be used if all parties on the NBMCC agree and only if it is available, highly relevant and incontrovertible.
- (b) Secondary data includes:
 - (i) spatial information on dams
 - (ii) water temperatures for survival and/or spawning
 - (iii) the hydrologic regime (water levels, flow, turbidity etc)
 - (iv) water chemistry (oxygen levels, salinity, hardness, acidity, pollution etc)
 - (v) the substrate required for survival and/or spawning (rocks, sand, mud, weed beds etc).
- (c) If the secondary data are known to limit the extent of potential distribution they should be combined with the modelling output to increase the robustness of the conclusions on potential distribution.
- (d) It may also be useful to analyse a number of factors to establish the timing of management actions and response arrangements. Such factors may include:
 - (i) reproductive rates
 - (ii) dispersal capacity/dispersal pathways
 - (iii) vector dispersal

- (iv) natural barriers
- (v) the presence of natural enemies (predators/competitors/diseases/parasites) in Australia.

3.5 Level of confidence in the essential data

- (a) When providing advice to the NBMG, the NBMCC will need to advise on the level of confidence it has in the information that underpins the potential distribution of a pest species.
- (b) The most accurate data available should be used.
- (c) The best sources of data are:
 - (i) published, peer-reviewed data
 - (ii) museum/herbarium/collection records and
 - (iii) expert advice, properly elicited.
- (d) Other sources of data that may be available are:
 - (i) free databases (such as ECO, GBIF, PaDIL) and
 - (ii) internet sources where the level of confidence ranks (highest to lowest):
 - (A) validated data sources with open access
 - (B) validated data sources without open access
 - (C) survey data and
 - (D) open access (e.g. google searches).
- (e) Where data are not validated, these sources should be checked and validated where possible. The data sources listed in item 3.5(d) of this attachment should be assessed according to their confidence rating (see table in item 3.5(h) of this attachment). Assessment of survey data should consider the methodology used in the survey. Where survey methodology is not available, a low confidence rating should be assigned to these data. Surveys which follow international standards, such as those outlined in ISPM-6 (for plant pests and diseases) or OIE reporting standards (for animal pests and diseases) should be assigned a higher confidence rating.
- (f) Surrogate species (closely related species) information should not be used as there is no direct correlation between surrogates and pest species.
- (g) Formal and informal networks of experts are an essential source of information and data. These networks should be encouraged and communicated to ensure timely and effective decision-making.
- (h) A table outlining the confidence rating of different data sources is provided below.

Document Type or Information Source	Confidence Rating
<ul style="list-style-type: none"> • Peer-reviewed scientific paper 	High
<ul style="list-style-type: none"> • High quality science or plant specific books (e.g. floras), non-peer reviewed scientific paper (e.g. conference proceedings), • Personal communications from experts (e.g. PhD, or higher degree on species being assessed), • Unpublished reports from highly reliable sources 	Medium/ High

(e.g. commercial reports or honours theses, etc.), <ul style="list-style-type: none"> • Internet information from Herbaria data, or • Internet information that cites sources from the 'Medium/High' category above. 	
<ul style="list-style-type: none"> • Personal communications from people with experience with the species under assessment, • Information from general reference books • Unpublished reports from uncertain sources, • Internet information that cites sources from the 'Medium' category, or • Internet information from government or university websites (e.g. Australian state governments, or the USDA) 	Medium
<ul style="list-style-type: none"> • Anecdotal data from non-experts, • Internet information that cites anecdotal non-expert sources, • Internet information from uncertain/uncited sources, • Horticultural, nursery notes or general web pages. 	Medium/ Low
<ul style="list-style-type: none"> • No data or reference material available. 	Low

Source: Department of Primary Industries, Victoria.

- (i) There is a risk that increasing the acceptable level of confidence in the quality of the data will reduce the quality of a prediction by reducing representativeness. Sensitivity analysis is needed to determine the influence of poor quality data. Effort can then be directed to verifying influential, poor quality data.

3.6 Insufficient data

If there is insufficient data on a particular pest to model the potential range, the NBMCC should provide advice to the NBMG on its best estimate.

3.7 Preferred datasets

- (a) Climate data from the Bureau of Meteorology can be used for actual climate variables—as opposed to WorldClim, which tends to be based on averages.
- (b) Since many incursions originate from ports and airports—a distance to ports and airports is very useful.
- (c) Similarly, water feature data can be analysed based on, for example, the distance to perennial or ephemeral rivers or lakes.
- (d) Additional data sets that may be used as secondary data are:
- (i) Bureau of Rural Sciences (BRS) land use/cover;
 - (ii) Heritage features, such protected sites, World Heritage Areas and the national estate; and
 - (iii) NVIS data sets for native vegetation; and VAST data to indicate vegetation condition.
- (e) Due to the scale of the input data, the analysis should be made at the native resolution level and presented as a 10 km x 10 km grid.

4. Modelling software

- (a) Climatch (Euclidian matching as implemented by BRS) is the preferred climate modelling software.

- (b) While Climatch, like all models, has limitations, its overall logic is sound and it has the advantage of producing a single, reproducible climate match output from a set of agreed inputs. While it is acknowledged that the predictions have uncertainty attached to them, there will be no systematic errors that consistently disadvantage a particular jurisdiction.
- (c) Climatch uses a number of data parameters, such as temperature and rainfall, to match regions of Australia with areas overseas where a pest is already established. This is then a prediction of where it may be possible for the pest to live if able and allowed to spread to all areas.
- (d) An additional data layer for surface water will also be used for inland water pests. Suitable habitat will be wherever surface water occurs in an area of suitable climate.
- (e) For cost-sharing purposes a threshold of climate match level 5 and higher will be used for Climatch modelling.

5. Processes and procedures for modelling the likely area of infestation of an inland water pest

The following process is recommended for modelling the likely area of infestation:

- (a) Identify the pest.
- (b) Undertake an internet search for information on the pest (accessing both high and lesser quality information), particularly on distribution.
- (c) Collect overseas and Australian distributional data (both validated and anecdotal, noting that this is for new outbreaks).
- (d) Undertake Climatch modelling of validated data using:
 - (i) all 16 parameters for rainfall and temperature
 - (ii) the agreed, current shapefile
 - (iii) worlddata all.txt (or, if necessary, newwrlldclm.txt)
 - (iv) Euclidian match.
- (e) Undertake Climatch modelling of anecdotal data using methodology as for item 5(d) of this attachment.
- (f) Check the data to ensure there are no fundamental errors and validate the outliers, excluding (with an explanation) any errors and anomalies (e.g. non-viable populations).
- (g) Overlay with surface water data/maps.
- (h) Check the results with other experts.
- (i) Include additional layers of data, when they are to be used in the analysis (such as the host species range to give the potential distribution of inland water pathogens, as it is assumed that they would generally require the presence of a suitable host species to survive). Any modifiers that are used must be incontrovertible and fully documented.
- (j) Produce potential distribution map:
 - (i) 'clip' Climatch map in GIS to the overlay of the surface water
 - (ii) threshold match of level 5 (Bomford modelling)
 - (iii) include a confidence statement on the quality of the data.

Attachment 5C Potential distribution of inland water diseases

TO BE DEVELOPED

Attachment 5D Potential distribution of marine pests and potentially affected populations

1. Introduction

- (a) This attachment provides guidance on the process to be undertaken in determining the total potential distribution of a marine pest and the potential percentage of the population that could be affected.
- (b) The potential distribution of a marine pest represents the area it could potentially affect.
- (c) This determination relates to calculating, in accordance with clause 7.2(d) of the agreement, what percentage of the total, potentially affected area is represented by a party's jurisdiction which, in turn leads to a determination of the party's percentage of risk and, subsequently, the number of people in that jurisdiction affected by a pest or disease.
- (d) This process does not include analysis of potential impacts as these would be considered in the risk assessment, technical feasibility and cost:benefit analyses.

2. Fundamental assumptions for determining the potential distribution of marine pests

In modelling the potential distribution of a marine pest, the following fundamental assumptions apply:

- (a) The contemporary situation will continue. The analysis will not include a consideration of possible future factors affecting the projected potential distribution, for example, climate change.
- (b) The pest has been evenly spread across Australia's waters. The analysis will not be concerned with the pathway by which a pest might enter or has entered the country, nor with the potential rate of its spread, but, rather, it will be concerned with the areas in which the pest could survive and/or become established.
- (c) There are no physiological or biological barriers to reproduction (i.e. the model assesses the area of climate match suitability where the species could establish if it could successfully reproduce).
- (d) A general situation is to be relied on. While discussion of exceptions is important, the advice to be provided would be for the general situation.

3. Data requirements for determining the potential distribution of marine pests

3.1 Introduction

The information required, or which would be useful, for determining the potential distribution of marine pests includes:

- (a) essential data—a prerequisite for a determination
- (b) valuable data—which will assist with a determination
- (c) secondary data—which will also assist with a determination

3.2 Essential data

At a minimum, a determination of the potential distribution of a marine pest requires the following types of data:

- (a) information underpinning correct diagnosis/taxonomic identification
- (b) minimum and maximum temperature tolerances for the species in the order of preference (as described in item 5(b) of this attachment)
- (c) sea surface temperature for Australian coastal waters.

3.3 Valuable data

Data on the types and range of obligate hosts or habitats is valuable for determining the potential distribution of marine pests, provided it is available and incontrovertible.

Estimates on spawning times are important as they restrict the need to analyse the suitability of water temperature to those times of the year when the life stage is present in the water column. Data on other reproductive abilities (such as fragmentation for asexual species) is also important.

3.4 Secondary data

- (a) Secondary data that directly affect the potential distribution of a pest can be used to determine the potential area of infestation. Secondary data will only be used if all parties on the NBMCC agree and only if it is available, highly relevant and incontrovertible.
- (b) Secondary data includes:
 - (i) knowledge of overseas ranges—this can be used to infer temperature tolerances if reliable data is not available relating to the critical life-limiting phase
 - (ii) the tolerance of a species to other limiting factors, such as salinity.
- (c) If secondary data are known to limit the extent of potential distribution they should be combined with the modelling output to increase the robustness of the conclusions on potential distribution.
- (d) It may also be useful to analyse a number of factors to establish the timing of management actions and response arrangements. Such factors may include:
 - (i) reproductive methods (aggregate spawning, solitary spawning, asexual through fragmentation)
 - (ii) reproductive rates
 - (iii) the time when likely reproductive conditions may be met in Australia (e.g. spawning times and the preferred water temperature for spawning)
 - (iv) dispersal capacity/dispersal pathways
 - (v) natural barriers
 - (vi) the presence of natural enemies (predators/competitors/diseases/parasites) in Australia.

3.5 Level of confidence in the essential data

- (a) When providing advice to the NBMG, the NBMCC will need to advise on the level of confidence it has in the information underpinning its distribution map for a particular pest species.
- (b) The most accurate data available should be used.
- (c) The best sources of data are:
- (i) the National Introduced Marine Pest Information System (NIMPIS)
 - (ii) published, peer-reviewed data.
- (d) Other sources of data that may be available are:
- (i) free databases (such as ECO, GBIF, PaDIL and NEMESIS)
 - (ii) internet sources, where the level of confidence ranks (highest to lowest):
 - (A) validated data sources with open access
 - (B) validated data sources without open access
 - (C) survey data that uses recognised methods (such as the Bishop Museum or CRIMP protocols) and
 - (D) open access (e.g. google search).
- (e) Where data are not validated, these sources should be checked and validated where possible. The data sources listed in item 3.5(c) of this attachment should be assessed according to their confidence rating (see table in item 3.5(h) of this attachment). Assessment of survey data should consider the methodology used in the survey. Where survey methodology is not available, a low confidence rating should be assigned to these data. Surveys which follow international standards, should be assigned a higher confidence rating.
- (f) Surrogate species (closely related species) information should not be used as there is no direct correlation between surrogates and actual pest species.
- (g) Formal and informal networks of experts are an essential source of information and data. These networks should be encouraged and communicated to ensure timely and effective decision-making.
- (h) A table outlining the confidence rating of different data sources is provided below.

Document type or information source	Confidence rating
<ul style="list-style-type: none"> • Scientific research in temperature tolerances supported and tested by peer reviews. • Information held on National Introduced Marine Pest Information System (NIMPIS). • Published scientific journals. 	High
<ul style="list-style-type: none"> • Non-reviewed documents. • Data that relates to indirect tolerance ranges (n.b. this includes laboratory testing, in situ environmental ranges) • Literature and data obtained from similar species (e.g. the same family or genus). 	Low

Source: Department of Agriculture, Fisheries and Forestry.

- (i) There is a risk that increasing the acceptable level of confidence in the quality of the data will reduce the quality of a prediction by reducing representativeness. Sensitivity analysis is needed to determine the influence of poor quality data. Effort can then be directed to verifying influential, poor quality data.

3.6 Insufficient data

If there is insufficient data on a particular pest species to model its potential range, then the cost-sharing model defaults to a population basis, i.e. the percentage contributed by each state and the Northern Territory is determined based on the population, where the combined percentages for each state and Northern Territory is equal to 100.

3.7 Preferred datasets

- (a) The most recently available Australian Bureau of Statistics parameters will be used to estimate the length of coastline. They are published in the 1301.0 Year Book Australia, Geography of Australia section (or the superseding document) (www.abs.gov.au). The New South Wales coastline will not include the Jervis Bay territory.
- (b) Temperature tolerance data should be sourced from NIMPIS—if there is no data available in NIMPIS then the figures should be obtained from a literature review process using both high and low confidence data.
- (c) The data provided by the NASA Jet Propulsion Laboratory (<http://podaac.jpl.nasa.gov>), or its successors, will be used to determine sea surface temperatures.

4. Modelling software for determining the potential distribution of marine pests

The Invasive Marine Species Range Mapping Tool Methodology outlined in *Invasive Marine Species Range Mapping (2007)* (http://adl.brs.gov.au/brsShop/html/brs_prod_90000003680.html) is the preferred method. The model produces a map that shows the range of the pest species in Australia's coastal waters.

5. Processes and procedures for determining the length of coastline potentially affected

The potential distribution is the extent (in kilometres) of coast that may potentially be inhabited by a pest species, i.e. 'length of coastline affected'. Noting item 5.2 of this attachment, the following process is recommended to determine the total length of coastline for Australia and for each relevant state/territory:

- (a) Identify the pest.
- (b) Determine the minimum and maximum temperature tolerances for the species.
 - (i) The most accurate temperature tolerance range of a species should be used when determining its potential distribution. Dependent on the species information available, this will be determined by combining temperature tolerance data on a species' adult and critical lifestage, noting that the temperature tolerance data used may still overestimate the potential range. An example of a species critical lifestage is the temperature cues for spawning or the ability of larvae to survive. Definitions for limiting phases for groups of species are included in item 5.3 below—'Critical Life Limiting Phase Temperature Tolerances'.
 - (ii) If reliable information regarding the critical life limiting phase range is not available, reliable information on adult temperature tolerances should be used.
 - (iii) Only if none of the abovementioned options are available should low confidence temperature data be used (in order of preference); critical life phase and adult

temperature, critical lifestage temperature tolerance in isolation followed by current distribution temperature ranges.

- (iv) Temperature tolerance data should be sourced from NIMPIS—if there is no data available through NIMPIS then it should be obtained from a literature review process using both high and low confidence data.
 - (v) Other variables that are considered driving factors in the distribution of a species, e.g. nutrient availability for an algal species, may be incorporated into the formula, as decided by the NBMCC on a case-by-case basis.
 - (vi) Where additional layers of data are to be used in the analysis they will also need to be scientifically determined. Any modifiers that are used must be incontrovertible and fully documented.
- (c) Determine the sea surface temperature (SST) for Australian coastal waters.
- (i) Use the entire NASA Jet Propulsion Laboratory dataset available since 1985.
 - (ii) Use the highest spatial resolution possible, which is currently 4km cell size. This will allow the greatest possible discrimination between areas that may be, as opposed to those that would not be, within the potential range of a particular species.
 - (iii) Use mean monthly temporal resolution, which is the finest resolution available and which has been processed by NASA to remove any anomalies.
- (d) Using the Invasive Marine Species Range Mapping tool and the data obtained from items 5(a) and (b) above, calculate the length of coastline within the range of the pest species.
- (i) BRS should undertake the steps outlined in item 5(b) and (c) and can be contacted via the Consultative Committee on Introduced Marine Pest Emergencies (CCIMPE) secretariat.
- (e) The results of this process will be:
- (i) a length (in kilometres) of affected coastline for each state and the Northern Territory
 - (ii) a length of affected coastline (in kilometres) for Australia as a whole
 - (iii) a map showing the potential range of a species based on the critical life limiting phase range (or relevant temperature tolerance).

5.2 CCIMPE Trigger List Species

- (a) If a marine pest species is currently on the CCIMPE trigger list, or will be added to the list in the future, the potential length of coastline affected for each state should be predetermined as part of preparedness measures.
- (b) Percentage contribution figures for each state and the Northern Territory are maintained by the CCIMPE secretariat.
- (c) CCIMPE should review the methods, figures and guidelines used for national biosecurity incident response cost sharing analysis every two years. The formula should evolve to incorporate any new technology, data or species identified since the previous review.

5.3 Critical Life Limiting Phase Temperature Tolerances

The following critical life limiting phases have been taken from the BRS (2008) and should be used to determine the cost sharing arrangements for marine pest outbreaks.

Microalage—when asexual cell division or sexual reproduction occurs.

Examples: Dinoflagellates, diatoms, algae that require the aid of a microscope to be seen.

Macroalgae—cues the release of spores/gametes into the water column or the most optimal conditions for a fragment to flourish.

Examples: seaweeds, algae, kelp that can be seen without the aid of a microscope.

Echinoderms—when mature individuals release their gametes into the water column.

Examples: starfish, brittle stars, sea urchin, sand dollar, sea cucumbers.

Crustaceans—cues individuals to mate and allows optimal conditions for the eggs/larvae to develop.

Examples: crayfish, crab, barnacle, shrimp, lobster.

Molluscs—cues individuals to spawn and allows optimal conditions for the larvae to develop.

Examples: shellfish, squid, octopus, snails.

Polychaetes—cues individuals to spawn and allows optimal conditions for the larvae to develop.

Examples: segmented worms: fanworms, sandworms, lugworms.

Tunicates—cues individuals to spawn and allows optimal conditions for the larvae to develop.

Example: seasquirts

Jellyfish/Ctenophora—cues individuals to release their gametes into the surrounding water and allow optimal conditions for the developing larvae.

Examples: comb jelly (Ctenophora), jellyfish types.

Fish—cues individuals to mate or lay/fertilise eggs, and allows optimal conditions for the larvae to develop.

Examples: sharks, rays, eels, lampreys, seahorses, finfish.

6. Parameters for cost-sharing of responses to pest incidents in marine environments

6.1 Population parameters

With regard to pest incidents in marine environments, the following parameters will be used to determine the Australian and jurisdictional populations.

- (a) Each population value used should be the most recent and accurate available. The most recently available Australian Bureau of Statistics Australian Demographic Statistics Population parameters will be used to estimate populations. The New South Wales population will not include Jervis Bay.
- (b) All population figures will include those of relevant islands in each jurisdiction.
- (c) The sum of the populations for the states and the Northern Territory will be used as the total population of Australia. The population of Jervis Bay is excluded from the calculations of the New South Wales population as it comes under the jurisdiction of the Commonwealth. The total Australian population does not include the Australian Capital Territory population.

6.2 Length of coastline parameters

For the purposes of pest incidents in marine environments the following parameters will be used to determine the length of coastline.

- (a) Each value should be the most recent, accurate figure available (see item 3.7 to this attachment).
- (b) The figures will include those of relevant islands in each jurisdiction.
- (c) The New South Wales figure should not incorporate the Australian Capital Territory's (including Jervis Bay) length of coastline.
- (d) The total length of Australian coastline should not include that of Jervis Bay.
- (e) The sum of the coastline lengths for the states and the Northern Territory should be equal to the total length of the Australian coastline.

7. Formula for calculating cost-sharing arrangements for pest incidents in marine environments

Cost-sharing for pest incidents in marine environments is calculated using the following steps:

Step 1: Determine the length of potentially affected Australian coastline in accordance with item 5(d) of this attachment.

Step 2: Calculate the number of people potentially affected in a particular jurisdiction:

The number of people in potentially affected area in that jurisdiction equals:

$$\text{Jurisdiction population} \times \frac{\text{length of potentially affected jurisdiction coastline}}{\text{total length of jurisdiction coastline}}$$

Step 3: Repeat Step 2 for all potentially affected jurisdictions.

Step 4: Calculate the total number of people affected in Australia:

The total number of people potentially affected in Australia equals:

The sum of the number of people potentially affected in each potentially affected jurisdiction (i.e. jurisdiction A + jurisdiction B + and so on)

Step 5: Calculate a jurisdiction's share of the combined investment in accordance with clause 7.2(d) of this agreement.

Step 6: Repeat Step 5 for each potentially affected jurisdiction.

For example, cost-sharing for a pest outbreak with four potentially affected jurisdictions:

Jurisdiction	Percentage share of each jurisdictions' contribution (note: the total contribution from the jurisdictions is 50 per cent of total costs with the Commonwealth contributing the other 50 per cent)
Jurisdiction A	32.5 per cent
Jurisdiction B	44.2 per cent
Jurisdiction C	7.5 per cent
Jurisdiction D	15.8 per cent
Total	100 per cent

Attachment 5E Potential distribution of marine diseases and potentially affected populations

TO BE DEVELOPED

Attachment 5F National biosecurity incident response plan accounting and reporting requirements

1. Statement of expenditure

1.1 Introduction to requirements

- (a) This item provides a guide to the structure and content of the report to be submitted by the notifying party to the NBMG at each relevant NBMG meeting.
- (b) The sub-headings below may be used as a checklist to help develop the reports. The reports, however, do not necessarily need to refer to all matters covered in the sub-headings.
- (c) The amount of detail will depend on the nature and extent of the national biosecurity incident response plan, and the stage at which the plan is at.

1.2 National biosecurity incident response plan

Approved expenditure limit	\$
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1.3 Staffing

<p>(a) Agency staffing</p> <p>Salary and wages of staff employed</p> <p>Eligible staff directly employed with the national biosecurity incident response plan (X persons by \$/day by Y days):</p> <ul style="list-style-type: none"> (i) salary and wages (ii) on-costs (e.g. payroll tax, superannuation, insurance, leave for staff engaged directly) 	\$
<p>(b) Contracted staff</p> <p>Fees for consultants, contractors or externally funded staff assisting directly with the national response plan, or who are backfilling existing, permanent staff assisting directly with the plan</p> <p>The fees and allowances will be at rates approved by the NBMG or another relevant fee structure</p>	\$
<p>(c) Volunteers</p> <p>Reimbursements to volunteer emergency service personnel will be negotiated with the service provider, but, generally, will be limited to out-of-pocket or incidental expenses</p>	\$

(d) Allowances	\$
(i) Meal allowances for all people assisting directly with the response plan, if meals are not provided (X persons by \$/day by Y days) Y days)	
(ii) District allowances for eligible staff (X persons by \$/day by Y days)	
(iii) Penalty rates	
(iv) Accommodation assistance (X persons by \$/day by Y days)	

1.4 Operating expenses

(a) Costs of additional staff (X persons by \$/day by Y days)	\$
(b) External laboratory services (\$/test by X tests)	\$
(c) Stores and equipment	\$
(d) Other essential operating costs as determined by the NBMG and specified in the national biosecurity incident response plan	\$

1.5 Capital costs

Cost arising from obtaining (or obtaining the use of) essential equipment for the immediate servicing needs of the response plan	\$
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1.6 Owner reimbursement costs

Refer to item 3.4 of Schedule 5.	\$
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2. Monitoring of expenditure

2.1 NBMG to set upper limit of expenditure

The NBMG will set an upper limit and review points on expenditure by reference to:

- (a) the indicative budget that forms part of the approved national biosecurity incident response plan
- (b) the willingness of the parties to commit to that limit, having regard to the cost-sharing principles.

2.2 Commitment of expenditure by the parties

The parties may commit expenditure without reference to the NBMG, provided the budget and actual expenditure reported to the NBMG from time to time (in accordance with item 2.1 of this attachment) are within the conditions set for the approved national response plan.

2.3 Review of upper limit of expenditure

The upper limit should be regularly reviewed by the NBMG and communicated to the parties involved in implementing the national response plan.

2.4 Effect of upper limit of expenditure

Expenditure in excess of the upper limit may not be approved by the NBMG for cost-sharing.

Attachment 5G National biosecurity incident response plan audit requirements

1. Introduction

This attachment sets out the detailed requirements for:

- (a) efficiency audits obtained by the NBMG in accordance with clause 7.14 of the agreement.
- (b) financial audits arranged and obtained by the notifying party in accordance with clause 7.14 of the agreement.

2. Efficiency auditing

2.1 Role of the efficiency audit

The efficiency auditor should undertake a systematic and independent examination to determine whether:

- (a) activities undertaken by the affected parties comply with the relevant national biosecurity incident response plan
- (b) the plan is implemented effectively and will achieve its objectives.

2.2 Matters relevant to efficiency audit

The efficiency auditor must:

- (a) have regard to whether the activities detailed in the national response plan are being implemented as described
- (b) have regard to whether the activities of the notifying party are conducted in an effective and efficient manner
- (c) have regard to whether the costs
 - (i) incurred by the notifying party, or any other affected party, are in accordance with the plan; and
 - (ii) that those parties agree to cost-sharingare valid, accurate and in accordance with item 3 of Schedule 5
- (d) if necessary, recommend corrective action to modify the response plan.

2.3 Frequency of efficiency audits

- (a) The efficiency auditor will be required to undertake progressive audits during the course of the national response plan's implementation:
 - (i) as required by the affected parties
 - (ii) at the end of each six months (or any other agreed period) from the start of the response.
- (b) The efficiency auditor must provide a final report to the NBMG within 60 days of proof-of-freedom.

2.4 Compliance with auditing standards

The audit must be conducted in accordance with Australian auditing standards.

3. Financial auditing

3.1 Matters relevant to the financial auditor

The financial auditor must have regard to the following:

- (a) attestation of financial data incorporated in prescribed financial statements prepared by the affected parties seeking cost-sharing payments, 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 this agreement, accounting standards and other administrative guidelines
- (b) examination of financial systems and transactions, including an evaluation of compliance with this agreement
- (c) reporting of observations or suggestions about any matters arising from audits that the auditor considers should be brought to the attention of the affected parties or the NBMG
- (d) where they become apparent in the course of the audit, the identification of any potential claims or litigation matters which may involve any affected parties, whether jointly or individually, and the extent of any exposure to such claims or litigation
- (e) any other activities and issues that the affected parties may require.

3.2 Financial auditor to have access to records

The financial auditor is entitled, at any reasonable time, to full and free access to all documents, records and property relevant to an audit, and should receive the necessary cooperation from all parties in undertaking an audit.

3.3 Frequency of financial audits

A final financial audit report will be provided to all affected parties and the NBMG within 60 days of proof-of-freedom (or on another date agreed to by the affected parties).

3.4 Compliance with auditing standards

The financial audits must be conducted in accordance with Australian auditing standards.

Schedule 6 Legislative and administrative arrangements

1. Introduction

This schedule outlines the approach parties should adopt in reviewing their legislative and administrative arrangements, as required under clause 9 of the agreement.

1.1 Emergency response

In determining whether the legislative and administrative arrangements support a party's commitments under this agreement, the parties should consider whether the arrangements:

- (a) prevent injunctions from being obtained that would restrain or prevent a party from undertaking critical emergency response measures
- (b) indemnify their agencies' staff undertaking action as part of a national biosecurity incident response
- (c) empower their agencies' staff to enter properties in order to
 - (i) determine the presence or absence of a pest or disease
 - (ii) confirm the extent of, and manage, an outbreak of a pest or disease
 - (iii) determine the acceptability of actions aimed at eradicating or controlling pests and diseases
 - (iv) enforce the control practices required under a national response
 - (v) conduct control practices; and
 - (vi) conduct surveillance and monitoring
- (d) empower their agencies' staff to
 - (i) inspect, test, treat and disinfect any animal, plant, place, land, water or item
 - (ii) take and remove for analysis or examination samples of, or from, any animal, plant, place, land, water or item considered necessary to determine the presence or otherwise of a pest or disease
 - (iii) require an owner to provide adequate facilities and assistance to allow the safe and efficient conduct of the activities outlined in items (d)(i) and (ii) of this schedule; and
 - (iv) require a person to take reasonable steps to provide information
- (e) empower their agencies to declare any animal, plant, place (including land and bodies of water) or item as 'infected' with a pest or disease
- (f) provide for immediate declarations of areas as 'infected' with a pest or disease and permit the restriction of movement of animals, plants, people, soil, water or items into, through or out of the declared area

- (g) require the decontamination, by means of cleaning, disinfecting or other treatment considered appropriate, of people, animals, plants, places (including land and bodies of water) or items that:
 - (i) have been declared infected to free them from a pest or disease
 - (ii) wish to enter or be brought into an area declared as infected; or
 - (iii) have recently left an area that has been declared infected, or is suspected to be infected (whether before or after confirmation of a pest or disease being detected)
- (h) permit controls to be placed on the keeping, transport or management of people, animals, plants, soil, water and items through a range of enforcement measures considered necessary to help prevent, control or eradicate a pest or disease
- (i) permit the immediate destruction of any animal, plant or item, and restrict the purposes for which they may be used
- (j) permit the destruction of animals and plants, regardless of whether they are showing any indication of infection; and require the decontamination of places, people or items to provide a buffer zone
- (k) require the identification of animals, plants, items and places, and trace the movement of people, animals, plants, items and vehicles
- (l) provide a framework for determining the circumstances under which reimbursements could be payable to landholders arising from activities undertaken to control an outbreak of a pest or disease
- (m) activate the powers under other disaster legislation and agencies to help with controlling an outbreak of a pest or disease
- (n) enable the appointment, as inspectors or otherwise, of authorised people who are not public sector employees but who need to perform duties or exercise powers during an emergency response to an outbreak of a pest or disease.

Schedule 7 National Biosecurity Management Group

1. Introduction to the NBMG

- (a) This schedule sets out the arrangements for the NBMG.
- (b) The NBMG will be the peak, national biosecurity decision-making forum through which parties would seek decisions in the event of an outbreak of a pest or disease. Particular decisions to be made by the NBMG include whether the outbreak is of national significance, whether a national biosecurity incident response is required, and the approving of the national biosecurity incident response plan, and cost-sharing of eligible costs of implementing a national biosecurity incident response plan.
- (c) This schedule sets out the terms of reference, membership and meeting protocols of the NBMG.

2. Terms of reference of the NBMG

2.1 Overview of the terms of reference

- (a) The NBMG will perform the roles set out in the agreement.
- (b) This description of the NBMG's terms of reference provides an outline on the exercise of those roles.
- (c) The NBMG's roles can, in practice, be broken down into the following phases:
 - (i) the alert phase
 - (ii) the operational phase
 - (iii) the stand-down phase.
- (d) The NBMG will ensure national biosecurity incident responses comply with Australia's international rights and obligations, including those contained in the SPS agreement.

2.2 Alert phase

The NBMG will (note that these actions may occur simultaneously):

- (a) consider advice from the NBMCC and, if appropriate, technical working groups on a notification of an outbreak of a pest or disease
- (b) determine whether an emergency response to an outbreak would be covered under a pre-existing cost-sharing arrangement
- (c) decide whether a national biosecurity incident response is required under the agreement, by following the agreed decision-making process to
 - (i) determine if the outbreak of the pest or disease is of national significance
 - (ii) assess the technical feasibility analysis of the proposed national response prepared by the notifying party

- (iii) assess the cost of the proposed response and the projected benefits by reviewing the cost:benefit analysis conducted by the notifying party
- (iv) approve the draft national biosecurity incident response plan, or decide on alternative arrangements
- (d) consider applications for assistance for initial containment activities, pending the preparation of a national response plan, and set a cap on the cost and duration of the interim arrangements.

2.3 Operational stage

Where an outbreak is deemed to be of national significance, and it has been determined that a national biosecurity incident response is required, the NBMG will:

- (a) decide whether to approve, on advice from the NBMCC, the draft national biosecurity incident response plan prepared by the notifying party
- (b) oversee resource commitments and consider policy issues relating to the national response, including
 - (i) receiving and considering advice from the NBMCC on technical issues
 - (ii) receiving regular reports from the NBMCC, including those for budgeted, committed and actual expenditure
- (c) set out the agreed limits for cost-sharing under a national response plan, for the purposes of clause 7.7 of this agreement
- (d) monitor the progress of the response, including the costs, and the implementation of biosecurity measures set out in the national response plan
- (e) if required, set an upper limit on expenditure at a level less than the agreed limit referred to in item 2.3(c) of this schedule, below which the national biosecurity incident response plan expenditure may be committed without reference to the NBMG
- (f) review the national biosecurity incident response plan if the NBMG believes the costs may exceed the agreed limits for cost-sharing specified in the national incident response plan
- (g) be responsible for other key decisions as set out in the national response plan
- (h) report to the Commonwealth, State and Territory Ministers responsible for biosecurity matters in relation to the national response plan.

2.4 Stand-down stage

The NBMG will:

- (a) determine, on the advice from the NBMCC, whether an outbreak of a pest or disease that is subject to a national biosecurity incident response plan has been eradicated by determining whether there is proof-of-freedom
- (b) determine, on the advice from the NBMCC, the likelihood that the national biosecurity incident response plan will meet its objectives with respect to managing an incident of a pest or disease
- (c) review and consider the efficiency audit reports and the financial audit report

- (d) review activities that are part of the national response plan and refer any issues to the National Biosecurity Committee or the NBMCC for consideration and advice
- (e) report to the Commonwealth, State and Territory Ministers responsible for biosecurity matters on the outcome of the national response's activities and review processes.

3. Creation of the NBMG

3.1 Creating the NBMG

- (a) The NBMG will be established for the purposes of a particular outbreak of a pest or disease at the request of any party or on the advice of the NBMCC.
- (b) The parties to the agreement will establish the NBMG for that outbreak by appointing members in the manner described in item 4 of this schedule.

3.2 Dissolution of the NBMG

Once the NBMG has:

- (a) determined that a national biosecurity incident response is not required in relation to an outbreak, or an outbreak is notified but not ultimately verified; or
- (b) determined that a national biosecurity incident response should cease
 - (i) because the pest or disease has been eradicated; or
 - (ii) the NBMG has determined the national response has not been, or will not be, successful in eradicating the pest or disease

and the NBMG has discharged all of its obligations relating to the outbreak of a pest or disease, the NBMG for that outbreak will be dissolved.

4. Membership

4.1 Representation on the NBMG

The NBMG will be made up of members representing all parties to the agreement. Composition, participation and voting on NBMG decisions shall be in accordance with the arrangements outlined in items 4.3 and 5 of this schedule.

4.2 Flexibility of NBMG membership

- (a) The NBMG will be constituted on an outbreak-by-outbreak basis.
- (b) The party agencies that will be represented as members on the NBMG will depend on the nature of the outbreak. For each outbreak notified to the NBMG, the parties will each nominate one lead agency to represent it on the NBMG.
- (c) Members of the NBMG will be at agency head (or equivalent) level.

4.3 Composition of the NBMG

The NBMG will be composed of the members and attendees as set out in the table below.

<p>(a) Chair</p>	<p>One (1) representative of the Commonwealth.</p> <p>The Commonwealth will select a representative for each outbreak of a pest or disease, from the agency it determines most appropriate, to sit as chair of the NBMG.</p> <p>The chair will not vote.</p>
<p>(b) Voting members</p> <p>Voting members can participate in discussions.</p> <p>Each voting member has one (1) vote on NBMG decisions, except decisions about cost-sharing.</p> <p>Only voting members that represent an affected party, or are private beneficiaries, can vote on NBMG decisions about cost-sharing.</p>	<p>One (1) representative from each party.</p> <p>The Commonwealth (in addition to the Chair) and each state and territory party will have one representative as a voting member of the NBMG constituted for each outbreak of a pest or disease. That voting member will be the chief executive officer (or their nominated proxy) from the most appropriate agency agreed between the Commonwealth and all parties to be the lead agency for that outbreak. Voting members must liaise with that party’s other agencies and represent a whole-of-government perspective on the NBMG.</p> <p>Note that while the Commonwealth is represented by two (2) members (one being the chair, the other being a voting member), only the voting member will vote for the Commonwealth.</p> <p>One (1) representative from each private beneficiary, if the chair determines that is appropriate, and if the private beneficiary would ultimately be contributing to the costs of the national biosecurity incident response.</p>
<p>(c) Non-voting members</p> <p>Non-voting members can participate in discussions at NBMG meetings, but may not vote on any NBMG decisions.</p>	<p>The following may be non-voting members of the NBMG:</p> <ul style="list-style-type: none"> (i) one (1) representative of each interested, non-lead agency of each affected party, being the chief executive officer of that agency (ii) one (1) representative of each affected industry, if the chair determines that this is appropriate (iii) the chair of the NBMCC (iv) the chair of any affected biosecurity sectoral committee.

<p>(d) Observers</p> <p>Observers may attend NBMG meetings but may not participate in discussions or vote on any NBMG decisions.</p>	<p>The following may be observers at NBMG meetings:</p> <ul style="list-style-type: none"> (i) one (1) staff member from the departments of health of each affected party and the Commonwealth (ii) one (1) staff member from other departments of each affected party (if the chair so determines, depending on the nature of the outbreak) (iii) advisers to the voting members.
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5. Meeting protocols

- (a) The NBMG will be convened and meet as necessary:
 - (i) to consider policy and financial issues associated with a particular outbreak of a pest or disease and the national response
 - (ii) to ensure the outbreak and the national response is effectively managed.
- (b) Members set out in item 4.3 of this schedule may be represented at meetings by a delegate.
- (c) Each party (which will be represented by a voting member) will have one vote on all decisions of the NBMG, with the exception of decisions about cost-sharing, regardless of whether the party is an affected party.
- (d) The Commonwealth's voting member will vote for the Commonwealth. The chair (also a representative of the Commonwealth) will not vote.
- (e) Where an NBMG decision is about cost-sharing, the following applies:
 - (i) only those voting members who represent
 - (A) the Commonwealth
 - (B) parties that are affected parties, in relation to the incident, or
 - (C) private beneficiaries that have agreed to cost-sharing the response
 may vote; and
 - (ii) each member will have one vote on the cost-sharing decision.
- (f) Decisions must be made by consensus, with the exception of cost-sharing decisions, which must be unanimous.
- (g) Voting members may be accompanied by advisers with specific expertise. These people, and any other observers, will not participate in discussions or in making decisions.
- (h) Members of the NBMG or their delegates need to be available at short notice (less than 24 hours).
- (i) The NBMCC will communicate with the NBMG via its chair. The chair of the NBMCC will be represented at the NBMG as a non-voting member.

- (j) Secretariat services will be provided by the Commonwealth (from the relevant agency for the outbreak), which will provide reports of meetings to each of the participants, whether voting members, non-voting members or observers.

Schedule 8 National Biosecurity Management Consultative Committee

1. Introduction to the NBMCC

- (a) This schedule sets out the arrangements for the NBMCC.
- (b) The NBMCC is a technical committee that will advise the NBMG in relation to its biosecurity decision-making responsibilities, and will have a role in coordinating national biosecurity incident responses between the parties.
- (c) This schedule sets out the terms of reference, membership and meeting protocols of the NBMCC.

2. Terms of reference of the NBMCC

2.1 General roles in relation to a national biosecurity incident response

The NBMCC will:

- (a) receive notification of pest and disease outbreaks
- (b) provide timely advice to the affected parties via the reporting point on whether it considers an NBMG should be convened
- (c) advise the NBMG on whether the outbreak requires a national biosecurity incident response
- (d) consider and recommend a national response plan
- (e) consider regular reports on progress of the response and develop a consensus on whether further actions are required
- (f) provide regular, consolidated reports to the NBMG on the status of the national biosecurity incident response
- (g) when eradication is judged to be no longer technically feasible or cost beneficial, provide advice and recommendations to the NBMG on when a national biosecurity incident response should cease
- (h) determine when a pest or disease has been eradicated
- (i) advise the NBMG when proof-of-freedom has been achieved following successful implementation of a national biosecurity incident response plan
- (j) ensure incident responses comply with Australia's international rights and obligations, including those contained in the SPS agreement.

2.2 Role in providing technical and expert advice

The NBMCC provides technical and expert advice to the NBMG, in accordance with Part V, Section 6 of the agreement, to support determinations on whether a national biosecurity incident response is required, including advice on the following elements:

- (a) identification of the pest or disease
- (b) the control technique options
- (c) any legislative impediments to undertaking a national biosecurity incident response
- (d) the resources required to undertake a national biosecurity incident response
- (e) interim control measures that have been put in place by the notifying party and other relevant parties
- (f) the likely distribution of the pest or disease
- (g) the estimated impacts of the pest or disease
- (h) endemic pest or disease controls that may limit establishment
- (i) identification of pathways
- (j) the level of confidence that all areas affected by the outbreak have been identified
- (k) surveillance activities in place to confirm proof-of-freedom
- (l) community consultation activities.

3. Creation or selection of the NBMCC

- (a) Upon notification being received from the notifying party of an outbreak of a pest or disease, the parties to the agreement will establish or select a NBMCC for that outbreak.
- (b) The NBMCC will be established or selected, in accordance with this item, for the purposes of a particular pest or disease outbreak.
- (c) If an existing consultative committee formed through agreement by ministers or operating in accordance with agreed arrangements could appropriately be used, it will be used as the NBMCC for that outbreak. Existing consultative committees include the:
 - (i) Consultative Committee for Emergency Animal Diseases
 - (ii) Communicable Diseases Network of Australia
 - (iii) Consultative Committee for Emergency Plant Pests
 - (iv) Consultative Committee on Exotic Plant Incursions
 - (v) Consultative Committee on Introduced Marine Pest Emergencies
 - (vi) Aquatic Consultative Committee on Emergency Animal Disease
 - (vii) And other committees established from time to time by Commonwealth, State and Territory Ministers responsible for biosecurity matters and operating in accordance with approved terms of reference and operating procedures.
- (d) Where:
 - (i) it is not possible to assign a pest or disease outbreak to an existing consultative committee as the NBMCC or
 - (ii) the parties determine that it would not be appropriate to use an existing consultative committee as the NBMCC for an outbreak

the parties must create an appropriate, ad hoc NBMCC.

4. Membership

4.1 Flexibility of membership of existing consultative committees

- (a) Where it is possible to use an existing consultative committee as the NBMCC for a pest or disease outbreak, the membership should be flexible to enable the appropriate representation for that specific outbreak.
- (b) The membership of the new consultative committee must be sufficiently flexible to allow the appropriate agencies (primary production, environment and natural resource management) relating to a specific outbreak to represent the affected parties on the NBMCC.

4.2 Composition of the NBMCC

The NBMCC membership will comprise the following:

<p>(a) Chair</p>	<p>One (1) representative of the Commonwealth.</p> <p>The Commonwealth will select a representative for each pest or disease outbreak from the agency it determines most appropriate to sit as chair of the NBMCC for that outbreak.</p> <p>The chair will not vote.</p>
<p>(b) Members</p> <p>Members can participate in discussions.</p> <p>Each party has one (1) vote on NBMCC decisions.</p>	<p>One (1) representative of each party, including the Commonwealth (in addition to the chair).</p> <p>Each party will have one representative on the NBMCC constituted for each pest or disease outbreak. That member will be a representative from the agency that the party determines as the most appropriate. Each party's representative member must liaise with that party's other agencies and provide a whole-of-government perspective on the NBMCC and ensure that those other agencies are kept informed.</p> <p>One (1) representative from Biosecurity Australia or subsequent body, where there are trade implications associated with the outbreak.</p> <p>One (1) representative from the Australian Quarantine and Inspection Service (AQIS) or subsequent body.</p> <p>One (1) representative from CSIRO.</p> <p>Note that while the Commonwealth, in effect, has five (5) representatives (the chair, and members representing the Commonwealth as a party, Biosecurity Australia, AQIS and CSIRO), the Commonwealth will have only one (1) vote.</p>

<p>(c) Observers</p> <p>Observers may attend NBMCC meetings but may not participate in discussions or vote on any NBMCC decisions.</p>	<p>Members may be accompanied by advisers who have specific expertise, including health department staff (or others depending on the nature of the outbreak in question), if appropriate.</p> <p>The chair may determine that an affected stakeholder may have a representative on the NBMCC as an observer.</p>
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5. NBMCC meeting protocols

- (a) NBMCCs will be convened and meet as necessary.
- (b) Members may be represented at meetings by a delegate.
- (c) Members or their delegates need to be available at short notice (less than 24 hours).
- (d) All NBMCC decisions must be made by the consensus of its members.
- (e) The Commonwealth and each party have a single vote. All Commonwealth agencies, such as AQIS, Biosecurity Australia and CSIRO, and the chair, are incorporated within the Commonwealth vote.
- (f) The number of observers/resource persons must be kept to the essential minimum.
- (g) Observers will not be party to decisions.
- (h) All attendees must be announced and recorded as 'present' in the minutes.
- (i) Members are responsible for ensuring that the observers they invite abide by the requirements of the NBMCC as detailed in this schedule.
- (j) Communication with the NBMG will be via the chair of the NBMCC.
- (k) Secretariat services will be provided by the Commonwealth (from the relevant agency).

6. Specialist or working groups to assist the NBMCC

The NBMCC may, if it requires, establish individual, technical specialists or working groups to advise it.

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Signing page

Signed for and on behalf of each of the parties:

Signed for and on behalf of the Commonwealth of Australia by

The Honourable Julia Gillard MP

Prime Minister of the Commonwealth of Australia

Signed for and on behalf of the State of New South Wales by

The Honourable Kristina Keneally MP

Premier of the State of New South Wales

Signed for and on behalf of the State of Victoria by

The Honourable Ted Baillieu MP

Premier of the State of Victoria

Signed for and on behalf of the State of Queensland by

Anna Bligh MP

Premier of the State of Queensland

Signed for and on behalf of the State of Western Australia by

The Honourable Colin Barnett MLA

Premier of the State of Western Australia

Signed for and on behalf of the State of South Australia by

The Honourable Mike Rann MP

Premier of the State of South Australia

Signed for and on behalf of the State of Tasmania by

The Honourable David Bartlett MHA

Premier of the State of Tasmania

Signed for and on behalf of the Australian Capital Territory by

Mr Jon Stanhope MLA

Chief Minister of the Australian Capital Territory

Signed for and on behalf of the Northern Territory of Australia by

The Honourable Paul Henderson MLA

Chief Minister of the Northern Territory of Australia