

**AUSTRALIAN ANIMAL HEALTH COUNCIL LIMITED
COMMONWEALTH OF AUSTRALIA
THE STATE OF QUEENSLAND
THE STATE OF NEW SOUTH WALES
THE STATE OF VICTORIA
THE STATE OF SOUTH AUSTRALIA
THE STATE OF TASMANIA
THE STATE OF WESTERN AUSTRALIA
THE NORTHERN TERRITORY OF AUSTRALIA
THE AUSTRALIAN CAPITAL TERRITORY
AUSTRALIAN CHICKEN MEAT FEDERATION INC.
AUSTRALIAN EGG CORPORATION LIMITED
AUSTRALIAN DAIRY FARMERS' LIMITED
CATTLE COUNCIL OF AUSTRALIA INC.
AUSTRALIAN PORK LIMITED
SHEEPMET COUNCIL OF AUSTRALIA INC.
AUSTRALIAN RACING BOARD
NATIONAL FARMERS' FEDERATION LIMITED ATF WOOLPRODUCERS
AUSTRALIAN LOT FEEDERS' ASSOCIATION INC.
GOAT INDUSTRY COUNCIL OF AUSTRALIA
AUSTRALIAN HONEY BEE INDUSTRY COUNCIL INC.**

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

VARIATION NO. 07/01 – 23.01.09

**■ PHILLIPS FOX ■
LAWYERS**

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THIS DEED is made on

2001

BETWEEN

AUSTRALIAN ANIMAL HEALTH COUNCIL LIMITED (ABN 86 071 890 956)
of Unit 15, 26-28 Napier Close, Deakin (**“Animal Health Australia”**)

THE COMMONWEALTH OF AUSTRALIA (acting through its Department of Agriculture,
Fisheries and Forestry) (**“Commonwealth”**)

THE STATE OF QUEENSLAND (acting through its Department of Primary Industries)
(**“Queensland”**)

**THE NEW SOUTH WALES DEPARTMENT PRIMARY INDUSTRY (ABN 86 308 026
589)** of 161 Kite Street ORANGE NSW 2800 (for and on behalf of the State of New South
Wales)
(**“New South Wales”**)

THE STATE OF VICTORIA (acting through its Department of Primary Industry (**“Victoria”**))

THE STATE OF SOUTH AUSTRALIA (acting through its Department of Primary Industries
and Resources) (**“South Australia”**)

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

THE STATE OF WESTERN AUSTRALIA (acting through its Department of Agriculture
Western Australia) (**“Western Australia”**)

THE NORTHERN TERRITORY OF AUSTRALIA (acting through its Department of Primary
Industry, Fisheries and Mines) (**“Northern Territory”**)

THE AUSTRALIAN CAPITAL TERRITORY (acting through its Department of Urban
Services) (**“ACT”**)

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

AUSTRALIAN EGG CORPORATION LIMITED (ABN 53 707 495 486)

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

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

AUSTRALIAN PORK LIMITED (ABN 83 092 783 278)

SHEEPMEAT COUNCIL OF AUSTRALIA INC. (ABN 21 256 252 885)

AUSTRALIAN RACING BOARD

**NATIONAL FARMERS’ FEDERATION LIMITED ATF WOOLPRODUCERS (ABN 27
226 235 149)**

AUSTRALIAN LOT FEEDERS’ ASSOCIATION INC. (ABN 16 009 928 018)

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

AUSTRALIAN HONEY BEE INDUSTRY COUNCIL (ABN 63 939 614 424)

1. RECITALS:

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

OPERATIVE PROVISIONS:

2. INTERPRETATION

2.1 Definitions

In this Deed, unless the contrary intention appears:

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

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

“**Animal Health Committee**” means the committee of Commonwealth, State and Territory CVOs, a representative of the CSIRO and the Chief Veterinary Officer of New Zealand as approved by the Standing Committee on Agriculture and Resource Management.

“**ARMCANZ**” means the Agriculture and Resource Management Council of Australia and New Zealand consisting of the Australian Commonwealth and State/Territory Ministers and the New Zealand Minister responsible for agriculture.

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

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

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

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

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

“**Compensation**” has the meaning given by applicable legislation in any particular State or Territory from time to time.

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

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

power to disclose such information to the receiving party on a non-confidential basis;

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

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

"CVO" means the individual holding the position of the Chief Veterinary Officer of each State and Territory.

"DAFF" means the Commonwealth Department of Agriculture, Fisheries and Forestry (otherwise known as Agriculture, Fisheries and Forestry - Australia) or such other Commonwealth Department as may, during the term of this Deed, have responsibility for the subject matter of this Deed.

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

"EADP" means Emergency Animal Disease Preparedness.

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

- (a) It is a known disease that does not occur in endemic form in Australia, including without limitation the diseases listed in **Parts 1.2 to 1.5 inclusive of Schedule 3**, and for which it is considered to be in the national interest to be free of the disease.
- (b) It is a variant form of an endemic disease which is itself not endemic, caused by a strain or type of the agent, which can be distinguished by appropriate diagnostic methods, and which if established in Australia, would have a national impact.
- (c) It is a serious infectious disease of unknown or uncertain cause, which may on the evidence available at the time, be an entirely new disease, or one not listed in the categorised disease list set out in **Parts 1.2 to 1.5 inclusive of Schedule 3**.
- (d) It is a known endemic disease, but is occurring in such a fulminant outbreak form (far beyond the severity expected), that an emergency response is required to ensure that there is not either a large-scale epidemic of national significance or serious loss of market access.

"Emergency Animal Disease Categorisation Panel" or **"EADCP"** means a group convened according to **Part 4 of Schedule 3** that will advise on changes to the

existing categorisation of a disease and/or consider the appropriate category for a new disease.

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

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

“**GVP**” means the Gross Value of Production in a particular Industry as calculated at 1 July 2000 and every 12 months thereafter as based on a rolling three year average, using the Australian Bureau of Agricultural Economics (ABARE) forecast for the current year and the ABARE results for the two preceding years (or the most recently published Australian Bureau of Statistics (ABS) data, if ABARE data is not available, or an estimate agreed by the Relevant Parties).

“**Incident**” means the occurrence of a confirmed or reasonably held suspicion of an EAD (not including a disease investigation where the provisional diagnosis is that the disease is endemic although it is known that the disease may be an EAD).

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

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

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

“**Industry Liaison Coordinator**” means a representative of an affected Industry Party who participates in the operations and decision making processes of an SDCHQ and who undertakes the role of an ILC as described in AUSVETPLAN.

“**Industry Liaison Officer**” means a representative of an affected Industry Party who contributes to the operations and decision making process within an LDCC and who undertakes the role of an ILO as described in AUSVETPLAN.

“**Lead Agency(s)**” means the State(s) or Territory(s) which are responsible for leading the conduct of an EADRP within their State(s) or Territory(s) in accordance with the procedure set out in **Part A of Schedule 4**.

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

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

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

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

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

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

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

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

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

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

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

“**SCARM**” means the Standing Committee on Agriculture and Resource Management.

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

2.2 Interpretation

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

3. TERM OF THIS DEED

3.1 Commencement Date, Operative Date and ending date

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

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

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

- (b) This Deed will commence, in respect of its applicability to a particular EAD (**Commencement Date**), when the Deed has been executed by:
- (i) Animal Health Australia;
 - (ii) each of the Government Parties; and
 - (iii) all of the Industry Parties which are Affected Parties in respect of that particular EAD.
- and will be binding on those parties which are signatories following that time.
- (c) This Deed will continue until the Parties agree to terminate the Deed.

3.2 Review

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

3.3 Continuing provisions

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

- (a) **clauses 4.3(a), 4.4(e), 4.5(c), 11, 13.1, 18.3, 20, 21, 26, 28, 29 and 31**; and
- (b) such other provisions of this Deed as are necessary to give full force and effect to those clauses including (but not limited to) interpretational clauses and clauses containing definitions.

4. ADMISSION WITHDRAWAL AND REMOVAL OF PARTIES

4.1 Application for Admission

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

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

4.2 Admission

- (a) Admission of a party which is not an original Party to this Deed will be by unanimous vote of existing Parties (other than any Party which is

representative of the same Industry as the applicant) to be taken at a meeting to be convened by Animal Health Australia not more than 6 months following receipt of the application.

- (b) A body will become a Party upon its execution of a Deed of Accession to this Deed.

4.3 Withdrawal of a Party from the Deed

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

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

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

4.4 Replacement of an Industry Party

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

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

- (b) The Replacement Body may, by application in writing, apply to Animal Health Australia to become a party to this Deed to represent the industry in place of the existing Industry Party. The Replacement Body must agree to:
 - (i) assume responsibility for the liabilities accrued by the existing Industry Party to the other Parties up to the date that the Replacement Body becomes a Party;

- (ii) meet the reasonable costs of Animal Health Australia in inquiring into the application; and
 - (iii) accept any obligations in respect of Cost Sharing arising pursuant to an EADRP for which the existing Industry Party may be liable.
- (c) Animal Health Australia must:
- (i) circulate to existing Parties the written notice from the Industry Party and the application from the Replacement Body;
 - (ii) inquire into or discuss the application with the existing Industry Party and the Replacement Body; and
 - (iii) advise the existing Parties of the outcomes of any inquiries and discussions with the Industry Party and the Replacement Body.
- (d) The Replacement Body will become a Party, and the existing Industry Party will cease to be a Party; upon:
- (i) the unanimous agreement of the Parties (other than the existing Industry Party) that the Replacement Body become a Party; and
 - (ii) the Replacement Body and Animal Health Australia (on behalf of the other Parties) executing a Deed of Accession to this Deed set out at **Schedule 12** in which the Replacement Body takes on the obligations and liabilities of the Industry Party.
- (e) The Industry Party being replaced will remain liable for any liabilities accrued to other Parties prior to the date of its withdrawal, except to the extent that they are met by the Replacement Body.

4.5 Removal

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

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

- (b) Removal of the Industry Party must be by unanimous agreement of all Parties other than the Industry Party, upon which agreement the Industry Party will cease to be a Party to this Deed.
- (c) The Industry Party will remain liable for:

- (i) liabilities accrued to other Parties up to the date on which it is removed as a Party; and
- (ii) any obligations in respect of Cost Sharing arising pursuant to an EADRP which has been adopted prior to its removal.

5. REPORTING OF EMERGENCY ANIMAL DISEASES

5.1 Obligation to advise of an EAD within 24 hours

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

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

5.2 Effect of failure of a State or Territory Party to advise of an EAD within 24 hours

Payment to a State or Territory Party pursuant to this Deed for action taken by that Party in accordance with this Deed (“**Claimant**”) will not be made unless:

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

6. PHASES OF AN EMERGENCY ANIMAL DISEASE RESPONSE

6.1 Incident Definition Phase

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

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

6.2 Emergency Response Phase

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

6.3 Proof of Freedom Phase

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

6.4 New outbreaks

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

7. DEVELOPING AN EADRP

7.1 Procedure

- (a) Where, pursuant to **clause 6.1**, the NMG determines that an EADRP should be developed, the CVO(s) of the Lead Agency(s) must develop in consultation with CCEAD an EADRP in accordance with the following principles:
 - (i) the EADRP development and approval process must not impede the initiation of a rapid response to an outbreak of an EAD;
 - (ii) the EADRP must reflect the nature and circumstances of the EAD and Incident, including feral and/or wild animal control where CCEAD advises that such measures are integral to the EADRP;

- (iii) key strategies and core operational components of the EADRP must be prepared by the CVO but some components will remain to be developed in accordance with a timetable to be agreed by the CCEAD;
 - (iv) the EADRP must clearly identify any proposed significant variations to any AUSVETPLAN documents;
 - (v) any key strategies and core operational activities which are to be the subject of Cost Sharing must be clearly identified in the EADRP; and
 - (vi) once agreed by the NMG the EADRP will commit the Lead Agency(s) to the key strategies and core operational activities contained in the Plan, subject to any variations which may be subsequently advised by the CCEAD and agreed by the NMG or which may be required to comply with the legislation of a State or Territory in which the Incident occurs.
- (b) The content of the EADRP must be prepared in accordance with **Part A of Schedule 4**.
 - (c) The CVO of the Lead Agency(s) must provide the EADRP to the CCEAD as soon as possible.

7.2 Standards

An EADRP must (except as advised by the CCEAD and agreed by NMG) conform to:

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

8. CATEGORIES OF EMERGENCY ANIMAL DISEASES

8.1 The four categories of EADs

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

8.2 Reserved

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

- (a) In respect of a previously unknown disease or a disease which has not been categorised, any Party may ask Animal Health Australia to obtain a categorisation of the disease.
- (b) Upon receipt of such a request, Animal Health Australia will, once it has sufficient information to enable categorisation of the disease, refer the information to Animal Health Committee for categorisation.

- (c) Animal Health Committee will, upon receipt of such a reference from Animal Health Australia, convene an EADCP which will:
- (i) where it has sufficient information to enable it to categorise the disease, determine the category in accordance with the procedure at **Part 4 of Schedule 3**; or
 - (ii) where it does not have sufficient information to enable it to categorise the disease, request that information from Animal Health Australia or such Parties as may be able to supply it and upon receipt of that additional information, determine the category in accordance with the procedure at **Part 4 of Schedule 3**.
- (d) Following categorisation of a disease pursuant to paragraphs (a) to (c), the Relevant Parties must determine whether that disease should be included in **Part 1.2 of Schedule 3**.

8.4 Review of categorisation or removal of diseases

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

- (e) Where Animal Health Committee advises Animal Health Australia of the outcomes of its consideration, the Parties will follow the procedures set out in **Part 2 of Schedule 3**.

9. MANAGEMENT OF AN EADRP

9.1 Implementation

An EADRP will be implemented by the Lead Agency(s) in accordance with:

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

For the avoidance of doubt, the relevant Lead Agency(s) must, to the extent not inconsistent with applicable legislation, take action in accordance with the agreed EADRP.

9.2 Qualification of Personnel

The Parties must:

- (a) wherever possible, use personnel for the roles listed in **Part B of Schedule 4** who are accredited pursuant to the National EAD Training Program conducted by Animal Health Australia and listed on the national data base of accredited personnel; and
- (b) take appropriate steps to have appropriate numbers of their personnel trained and accredited pursuant to the National EAD Training Program. Animal Health Australia may advise each Party of the number of persons it considers to be appropriate.

10. PRINCIPLES OF COST SHARING

10.1 Cost Sharing - Incident Definition Phase

The State or Territory in which the Incident has occurred will meet the cost of the Incident Definition Phase except that:

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

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

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

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

- (b) Cost Sharing will apply in respect of:
- (i) salaries and wages;
 - (ii) operating expenses;
 - (iii) capital costs; and
 - (iv) compensation
- determined in accordance with **Part 3 of Schedule 6**.
- (c) The “Government Funding” referred to in **clause 10.2(a)** will be shared between Government Parties in the manner set out in **Part 1 of Schedule 6**.
- (d) The “Industry Funding” referred to in **clause 10.2(a)** will be shared between Industry Parties in the manner set out in **Part 2 of Schedule 6**.

10.3 Cost Sharing - Uncategorised EAD

- (a) Where an Incident has been reported to the CCEAD and, prior to the categorisation of the EAD the NMG determines that an EADRP is to be undertaken, the Parties will engage in Cost Sharing as if it were a:
- (i) Category 1 EAD, in the case of a previously unknown disease; or
 - (ii) Category 3 EAD, in the case of a previously known disease which had not previously been categorised unless NMG agrees that there are significant public health issues, in which case the disease will be treated as Category 1,
- until further determination by the NMG.
- (b) If the NMG subsequently determines that a newly classified EAD in respect of which there is an EADRP is an EAD of a category other than the category under which it has been treated pursuant to **clause 10.3(a)**, the Parties will only make adjustments between them in respect of funds paid prior to the date of that final determination of category if agreed by the NMG.

10.4 Changing Cost Sharing proportions

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

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

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

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

10.6 Additional costs which are subject to Cost Sharing

The principles for Cost Sharing will also apply to:

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

10.7 Animal Health Australia costs of an EADRP

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

10.8 Industries which are not Parties to the Deed

The Parties agree that it is their intent that, once appropriate legislative provisions are agreed, participants in Industries the representative bodies for which are not Parties to this Deed, and the GVP of which is greater than \$20 million, will not be eligible for compensation. It is the intention of the Parties that Industries the GVP of which is less than \$20 million may be eligible for compensation.

11. FUNDING AN EADRP

11.1 General obligation of the Parties

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

11.2 Initial funding by Parties

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

11.3 Progressive Cost Sharing

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

11.4 Mechanism for Industry to meet its Cost Sharing obligations

- (a) Each Industry Party must take reasonable steps to ensure that its Industry meets the Cost Sharing obligations of that Industry.
- (b) Where the Industry is not able to meet its Cost Sharing obligations either directly, or from Industry funds held on its behalf, the Commonwealth will initially meet that Industry's Cost Sharing obligations.
- (c) Each Industry will, as set out in **Part 1 of Schedule 7**, meet its Cost Sharing obligations to the Commonwealth arising as a consequence of the Commonwealth meeting Industry obligations pursuant to **clause 11.4(b)**.

11.5 Mechanism for determining EADRP costs

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

11.6 Determination of final costs of an EAD outbreak

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

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

11.7 GST

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

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

12. CONSULTATION

12.1 NMG

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

12.2 CCEAD

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

12.3 Industry representation

- (a) Industry Representatives will be involved in all meetings and consultation between Affected Parties concerning their Industry.
- (b) Industry Representatives must:
 - (i) in the case of CCEAD, be nominated by each Industry Party to Animal Health Australia by the Operative Date and every twelve months thereafter during the term of the Deed;
 - (ii) where possible, complete a training program to be conducted by Animal Health Australia as part of the National EAD Training Program, and receive accreditation, in respect of the principles of EAD responses;
 - (iii) be authorised in writing by their Industry Party to represent that Industry in the manner contemplated by this Deed;
 - (iv) report regularly to, and consult appropriately with, their Industry; and
 - (v) sign a Confidentiality Deed Poll in the form of **Schedule 9** prior to participation in any activities pursuant to this Deed.
- (c) The CVO must invite the Affected Industry Party(s) to provide one or more (in the CVO's discretion) representatives of their industry to contribute to the operations and decision making process within EAD control centres. The Industry Party(s) must nominate one or more suitably qualified person(s) to contribute to the response. The Industry Liaison Coordinator(s) and Industry Liaison Officer(s) must be authorised to provide an Industry view in the decision making processes of their respective EAD control centres. Industry Liaison Coordinator(s) and Industry Liaison Officer(s) must comply with clauses 12.3(b) (ii), (iii), (iv) and (v) and work as a part of the team at their respective EAD control centre.

13. ACCOUNTING FOR AN EADRP

13.1 Keeping accounts

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

- (d) Animal Health Australia will maintain records of funds receivable and payable by Parties by way of Cost Sharing pursuant to **clause 11** of this Deed.

13.2 Reporting

- (a) The Lead Agency(s) must provide a written report at each relevant meeting of the CCEAD in the form of **Schedule 10** which sets out the budgeted, committed and actual expenditure on the EADRP.
- (b) The CCEAD must promptly forward a copy of all reports received by it to the NMG.
- (c) The Lead Agencies and CCEAD may commit expenditure to an EADRP within an upper limit to be set by NMG which will monitor expenditure on the EADRP, and review the upper limit, in accordance with **Part 2 of Schedule 10**.

13.3 Efficiency and effectiveness of an EADRP

- (a) In pursuing their role during an EADRP, the NMG must obtain from independent sources of their choosing advice about the efficiency of the EADRP to assist their deliberations in accordance with **Part 1 of Schedule 11**.
- (b) Animal Health Australia may develop a methodology for use by the NMG and any efficiency advocate to enable the conduct of cost/benefit analyses in respect of EADRP.

13.4 Financial audit

The Lead Agency must arrange for external audit of the EADRP ledger account following the completion of an EADRP ("**Financial Audit**"). The Financial Auditor must be engaged to:

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

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

14. BIOSECURITY

- (a) The Parties acknowledge the need for a program of risk reduction measures, complementary to the Deed, to reduce the risk of the entry and spread of EADs including biosecurity measures for implementation and maintenance at national, regional and individual premises levels.
- (b) Animal Health Australia has developed, and will further develop and continue to manage, a national disease risk mitigation program that includes consultative mechanisms to facilitate governments and livestock Industry Parties working together to develop and agree all aspects of the program including:

- (i) Industry biosecurity plans that will describe how each Industry will promote improvements to existing biosecurity measures used within that Industry;
 - (ii) statements by government Parties outlining biosecurity policies and programs relevant to their responsibilities including feral animal, public health and environmental policies;
 - (iii) first drafts of the plans and statements for consideration by September 2001 and endorsement by Parties of final plans and statements by March 2002;
 - (iv) application of legislative support where appropriate; and
 - (v) a national communications program that will raise community awareness of the importance of biosecurity measures.
- (c) The National Disease Risk Mitigation Program will be reviewed annually in conjunction with the Parties as part of Animal Health Australia's annual review process.
- (d) Progress in implementation of biosecurity strategies for government and Industry Parties will be reviewed commencing in October 2002 and again commencing in October 2003.

15. COMMITMENT OF GOVERNMENT PARTY RESOURCES TO EAD RESPONSE CAPACITY

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

16. RESERVED**17. RESERVED****18. VARIATION OR TERMINATION****18.1 Varying or terminating Deed**

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

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

18.2 Variation or termination in writing

Subject to **clause 3.3**, no variation or termination to this Deed will be of any force or effect unless the same is confirmed in writing, signed by each Party, and then such variation or termination will be effective only to the extent for which it has been made or given.

18.3 Position of Animal Health Australia

Without limitation to **clause 17**, in the event that any of the payments referred to in this Deed which should be made to Animal Health Australia are not made that materially affect its ability to meet its obligations, other than due to the default of Animal Health Australia, then Animal Health Australia will not be required, nor liable in respect of any failure, to meet any obligation which would otherwise arise pursuant to this Deed, unless or until such time as Animal Health Australia receives the outstanding payment(s) in accordance with this Deed.

19. SEVERABILITY

In interpreting a provision of this Deed, the provision must, to the extent possible, be read so as to ensure that it is not illegal, invalid or unenforceable. If any provision or part of it cannot be so read, the provision or part of it shall be deemed to be void and severable and the remaining provisions of this Deed shall, provided that they can be applied in accordance with the spirit of the Deed, not in any way be affected or impaired.

20. WAIVER

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

21. PROPER LAW

21.1 Jurisdiction of the Courts

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

21.2 High Court of Australia

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

21.3 State and Territory Laws apply to the conduct of an EADRP

Nothing in this Deed and nothing in this **clause 21** is to be construed as requiring the conduct of an EADRP by a State or Territory agency in a manner contrary to the laws applying in that State or Territory.

22. FURTHER ASSURANCE

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

23. COUNTERPARTS

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

24. AGENCY

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

25. ENTIRE AGREEMENT

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

26. MEDIATION AND ALTERNATIVE DISPUTE RESOLUTION

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

27. EXERCISE OF FUNCTIONS AND POWERS

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

28. PROTECTION OF PERSONAL INFORMATION

28.1 Use of Personal Information

Each Party agrees to:

- (a) use Personal Information held or controlled by it in connection with this Deed only for the purposes of fulfilling its obligations under this Deed;
- (b) take all reasonable measures to ensure that Personal Information in its possession or control in connection with this Deed is protected against loss and unauthorised access, use, modification or disclosure;

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

28.2 Meaning of Personal Information

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

29. INSURANCE

Animal Health Australia must:

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

30. CONFLICT OF INTEREST

30.1 Animal Health Australia obligations

- (a) Animal Health Australia warrants that, to the best of its knowledge after making diligent inquiry, at the date of this Deed no conflict of interest exists or

is likely to arise for the performance of its obligations under this Deed by itself or by its officers, employees, agents or contractors.

- (b) If during the term of this Deed a conflict of interest arises, or appears likely to arise, Animal Health Australia undertakes to notify the other Parties immediately in writing and to take such steps as the other Parties may reasonably require to resolve or otherwise deal with the conflict.
- (c) Animal Health Australia must not, and must ensure that its officers, employees, agents or contractors do not, engage in any activity or obtain any interest during the term of this Deed that is likely to conflict with or restrict the conduct of the EADRP by Animal Health Australia fairly and independently.

31. CONFIDENTIALITY

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

32. NOTICES

32.1 Service of Notices

- (a) Any formal notice, request or other communication to be given or served by a Party or Parties on another Party or other Parties pursuant to this Deed must be in writing and addressed, as the case may be, to the contact officer of the Party or Parties at the address set out in **Schedule 2** or to such other person or at such other address as may be advised by a Party to the other Parties from time to time.
- (b) A notice, request or other communication which concerns or affects the rights or obligations of a Party or Parties under this Deed must be delivered by hand or sent by pre-paid post or facsimile, to the address of such a Party. Any other notice may be delivered by those means or by e-mail to the address of the Party to which it is sent.

32.2 Deemed time of service of Notices

A Notice will be deemed to have been duly served:

- (a) if delivered by hand, upon delivery;
- (b) if in the form of a letter sent by pre-paid ordinary post within Australia, upon the expiration of 2 business days after the date on which it was sent provided that deemed receipt of a Notice by letter may be rebutted by proof of non-receipt;
- (c) if in the form of a letter posted to or from a place outside Australia, upon delivery; and

- (d) if by facsimile transmission, at 9:00a.m. on the next business day following the day on which the sender's facsimile machine records that the facsimile has been property transmitted to the recipient, provided that the deemed receipt of a Notice by facsimile may be rebutted by proof of non-receipt.

EXECUTED as a DEED

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

Director

(name printed)

Director/Secretary

(name printed)

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

Witness: _____

(witness name printed)

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

)
)
)
) _____

Witness: _____

(*witness name printed*)

**Signed sealed and delivered by THE
NEW SOUTH WALES DEPARTMENT
OF PRIMARY INDUSTRY for and on
behalf of THE STATE OF NEW
SOUTH WALES** by its authorised officer
in the presence of:

)
)
)
) _____

Witness: _____

(*witness name printed*)

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

)
)
)
) _____

Witness: _____

(*witness name printed*)

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

)
)
)
) _____

Witness: _____

(witness name printed)

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

)
)
)
) _____

Witness: _____

(witness name printed)

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

)
)
)
) _____

Witness: _____

(witness name printed)

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

Witness: _____

(*witness name printed*)

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

Witness: _____

(*witness name printed*)

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

Witness: _____

(*witness name printed*)

Signed sealed and delivered by
AUSTRALIAN EGG CORPORATION
LIMITED in the presence of:

)
)
)
) _____

Witness: _____

(witness name printed)

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

)
)
)
) _____

Witness: _____

(witness name printed)

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

)
)
)
) _____

Witness: _____

(witness name printed)

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

Witness: _____

(*witness name printed*)

Signed sealed and delivered by)
SHEEPMEAT COUNCIL OF)
AUSTRALIA INCORPORATED in the)
presence of:)
_____)

Witness: _____

(*witness name printed*)

Signed sealed and delivered by)
NATIONAL FARMERS')
FEDERATION LIMITED ATF)
WOOLPRODUCERS in the presence of:)
_____)

Witness: _____

(*witness name printed*)

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

Witness: _____

(*witness name printed*)

Signed sealed and delivered by GOAT)
INDUSTRY COUNCIL OF)
AUSTRALIA in the presence of:)
) _____

Witness: _____

(*witness name printed*)

Signed sealed and delivered by)
AUSTRALIAN HONEY BEE)
INDUSTRY COUNCIL)
INCORPORATED in the presence of:)
) _____

Witness: _____

(*witness name printed*)

SCHEDULE 1 – PRINCIPLES FOR INTERPRETATION OF THE DEED

(Clause 2.2)

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

- (p) References to writing include any mode of representing or reproducing words in tangible and permanently visible form, and include telex, e-mail and facsimile transmissions.
- (q) An obligation of two or more Parties shall bind them jointly and severally.
- (r) If a word or phrase is defined, cognate words and phrases have corresponding definitions.
- (s) References to a body which has ceased to exist or has been reconstituted, amalgamated, reconstructed or merged, or the functions of which have become exercisable by any other person or body in its place, shall be taken to refer to the person or body established or constituted in its place or the person or body by which its functions have become exercisable.
- (t) References to any matter or thing which is required to be agreed upon by the Parties shall be taken to require the agreement of all the Parties to this Deed.
- (u) If a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.
- (v) A day is to be interpreted as the period of time commencing at midnight and ending 24 hours later.

SCHEDULE 2 – NOTICES

AUSTRALIAN ANIMAL HEALTH COUNCIL

Contact Person Dr Mike Bond
Title Chief Executive Officer
Postal Address Animal Health Australia
Suite15, 26-28 Napier Close, Deakin ACT 2600
Telephone 02 6203 3999
Facsimile 02 6232 5511
Email mbond@animalhealthaustralia.com.au

COMMONWEALTH OF AUSTRALIA

Contact Person Dr Conall O'Connell
Title Secretary
Postal Address Department of Agriculture Fisheries and Forestry
GPO Box 858, Canberra ACT 2601
Telephone 02 6272 4182
Facsimile 02 6272 4906
Email Conall.o'connell@daff.gov.au

THE STATE OF QUEENSLAND

Contact Person Mr Robert Setter
Title Director General
Postal Address QLD Department of Primary Industries
GPO Box 46, Brisbane QLD 4001
Telephone 07 3237 3020
Facsimile 07 3239 0970
Email robert.setter@dpi.qld.gov.au

THE STATE OF NEW SOUTH WALES

Contact Person Mr Richard Sheldrake
Title Director General
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PO Box K220, Haymarket NSW 1240
Telephone 02 8289 3905
Facsimile 02 9283 7201
Email Richard.sheldrake@dpi.nsw.gov.au

THE STATE OF VICTORIA

Contact Person Mr Richard Bolt
Title Secretary
Postal Address Department of Primary Industries
GPO Box 4440, Melbourne VIC 3001
Telephone 03 9658 4601
Facsimile 03 9658 4611
Email Richard.bolt@dpi.vic.gov.au

THE STATE OF TASMANIA

Contact Person Mr Alex Schaap
 Title General Manager, Biosecurity & Product Integrity
 Postal Address Department of Primary Industries and Water
 GPO Box 44, Hobart TAS 7001
 Telephone 03 6233 2581
 Facsimile 03 6233 6386
 Email Alex.schaap@dpiw.tas.gov.au

THE STATE OF WESTERN AUSTRALIA

Contact Person Mr Ian Longson
 Title Director General
 Postal Address Department of Agriculture and Food
 Locked Bag No 4, Bentley Delivery Centre, South Perth
 WA 6983
 Telephone 08 9368 3236
 Facsimile 08 9368 1205
 Email ilongson@agric.wa.gov.au

THE NORTHERN TERRITORY

Contact Person Mr Rod Gobbey
 Title General Manager, Primary Industry Group
 Postal Address Department of Primary Industries and Mines
 GPO Box 3000, Darwin NT 0801
 Telephone 08 8999 2001
 Facsimile 08 8999 2010
 Email Rod.gobbey@nt.gov.au

THE AUSTRALIAN CAPITAL TERRITORY

Contact Person Mr Hamish McNulty
 Title Executive Director Environment and Recreation
 Postal Address Department of Territory and Municipal Services
 PO Box 158, Canberra ACT 2601
 Telephone 02 6207 6399
 Facsimile 02 6207 5527
 Email Hamish.mcnulty@act.gov.au

AUSTRALIAN CHICKEN MEAT FEDERATION INC

Contact Person Dr Andreas Dubs
 Title Executive Director
 Postal Address PO Box 579, North Sydney NSW 2059
 Telephone 02 9929 4077
 Facsimile 02 9925 0627
 Email Andreas.dubs@chicken.org.au

AUSTRALIAN EGG CORPORATION LIMITED

Contact Person Mr James Kellaway

Title Managing Director
 Postal Address Suite 4.02, Level 4, 107 Mount St, North Sydney NSW
 2060
 Telephone 02 9409 6999
 Facsimile 02 9954 3133
 Email james@aecl.org

AUSTRALIAN DAIRY FARMERS LIMITED

Contact Person Ms Lisa Wilson
 Title Chief Executive Officer
 Postal Address Level 6, 84 William Street, Melbourne Vic 3000
 Telephone 03 9642 8066
 Facsimile 03 9642 8166
 Email Lwilson@australiandiaryfarmers.com.au

CATTLE COUNCIL OF AUSTRALIA

Contact Person Mr David Inall
 Title Executive Director
 Postal Address PO Box E10, Kingston ACT 2604
 Telephone 02 6273 3688
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 Email dinall@cattlecouncil.com.au

AUSTRALIAN PORK LIMITED

Contact Person Mr Andrew Spencer
 Title Chief Executive Officer
 Postal Address PO Box 148, Deakin West ACT 2600
 Telephone 02 6285 2200
 Facsimile 02 6285 2288
 Email Andrew.spencer@australianpork.com.au

SHEEPMEAT COUNCIL OF AUSTRALIA INC

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 Facsimile 02 6273 4479
 Email ron.cullen@sheepmeatcouncil.com.au

WOOLPRODUCERS AUSTRALIA

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 Postal Address PO Box E10, Kingston ACT 2604
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Facsimile 02 6273 1120
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AUSTRALIAN LOT FEEDERS ASSOCIATION INC

Contact Person Mr Dougal Gordon
Title Executive Director
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Facsimile 02 9270 2808
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GOAT INDUSTRY COUNCIL OF AUSTRALIA INC

Contact Person Ms Denise Riches
Title President
Postal Address PO box 1435, Victor Harbor SA 5211
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Facsimile 08 8552 6730
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AUSTRALIAN HONEY BEE INDUSTRY COUNCIL INC

Contact Person Mr Stephen Ware
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Facsimile 02 9221 0922
Email ahbic@honeybee.org.au

SCHEDULE 3 – CATEGORIES OF EMERGENCY ANIMAL DISEASES

(Clause 8)

1. CATEGORISATION OF EADS

1.1 Approach to categorisation

EADs will be classified in the following manner:

Category 1

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

Category 2

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

Category 3

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

Category 4

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

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

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

1.2 Category 1

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

1.3 Category 2

- avian influenza (highly pathogenic; virus subtypes H5 and H7)
- bovine spongiform encephalopathy
- brucellosis (due to *Brucella abortus*)
- brucellosis (due to *Brucella melitensis*)
- Hendra virus (formerly called equine morbillivirus)
- foot-and-mouth disease
- glanders
- peste des petits ruminants
- Rift Valley fever
- rinderpest
- screw worm fly
- sheep pox
- tracheal mite*
- tropilaelaps mite*
- varroa mite (*varroa destructor*) – see also varroa mite Category 4*
- vesicular stomatitis

1.4 Category 3

- African horse sickness
- African swine fever
- anthrax (major outbreaks)
- avian influenza (highly pathogenic; other than virus subtypes H5 and H7)
- avian influenza (low pathogenic; virus subtypes H5 and H7)
- bluetongue (disease in sheep)
- bovine tuberculosis due to *Mycobacterium bovis*, after Tuberculosis Freedom Assurance Program (TFAP) is completed (provided that no other program in respect of bovine tuberculosis is introduced in its place)
- classical swine fever
- contagious bovine pleuropneumonia
- encephalitides (tick-borne)
- lumpy skin disease
- Menangle virus (porcine paramyxovirus)
- Newcastle disease
- scrapie
- small hive beetle*
- swine vesicular disease
- trichinellosis
- vesicular exanthema

1.5 Category 4

- Aujeszky's disease
- Borna disease
- Braula fly (except in Tasmania)*
- contagious equine metritis
- dourine
- east coast fever
- epizootic lymphangitis
- equine babesiosis
- equine encephalosis
- equine influenza
- Getah virus
- haemorrhagic septicaemia
- heartwater
- infectious bursal disease (hypervirulent form)

- Jembrana disease
- Maedi/visna
- Nairobi sheep disease
- porcine reproductive and respiratory syndrome (PRRS)
- Potomac fever
- pulmonary adenomatosis
- sheep scab
- surra
- swine influenza
- Teschen disease
- varroa mite (*varroa jacobsoni*) – see also varroa mite Category 2*
- transmissible gastroenteritis
- Wesselsbron disease

*The categorisation of bee diseases will be reviewed following the establishment of an arrangement for cost sharing in respect of plant pests and diseases by Plant Health Australia

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

- A concerned Party lodges a substantiated request with Animal Health Australia.
- If Animal Health Australia agrees the evidence presented supports categorisation, recategorisation or removal of a disease, it will within 30 days of receipt refer the request to Animal Health Committee.
- If Animal Health Australia does not refer a request for categorisation, recategorisation or review of a disease to Animal Health Committee (because of a perceived lack of justification), a Party may appeal to Members at a General Meeting of Animal Health Australia.
- Animal Health Committee will convene an Emergency Animal Disease Categorisation Panel.
- The Panel will report its findings to Animal Health Committee within 90 days.
- Animal Health Committee will advise Animal Health Australia of the Panel recommendations within 30 days of receipt and whether or not it supports the recommendation.
- Animal Health Australia will refer the recommendation from Animal Health Committee to the Relevant Parties.
- The Relevant Parties will then meet and, if they reach agreement, the agreement will be implemented.
- If the Relevant Parties do not reach an agreement in respect of the recommendation of Animal Health Committee, the Board of Animal Health Australia will consider the advice of Animal Health Committee and the response from the Relevant Parties at its first meeting following the receipt.
- The Parties will be advised of the Board's determination within 30 days.
- The determination is final and a further review will not be accepted by Animal Health Australia unless further substantive information becomes available.

3. FORM OF REQUEST FOR CATEGORISATION, RECATEGORISATION OR REMOVAL

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

Chief Executive Officer
Animal Health Australia
Suite 15
26-28 Napier Close
DEAKIN ACT 2600

[Name and address of Party to Deed] seeks:

- categorisation of [name of disease] which is not presently included in Schedule 3 of the Deed;
- a category review of [name of disease], which under **Schedule 3** of the Deed, is categorised as a [Category xx] disease; or
- the removal from the Deed of [name of disease], which under **Schedule 3** of the Deed, is categorised as a [Category xx] disease.

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

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

[INSERT TEXT OF BASIS OF REQUEST]

Yours sincerely
Signature of Party or Official Representative

GUIDE TO PARTIES SEEKING CATEGORISATION/RE-CATEGORISATION/REMOVAL

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

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

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

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

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

4. EMERGENCY ANIMAL DISEASE CATEGORISATION PANEL

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

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

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

Costs associated with Panel operations will be met by Animal Health Australia out of its EADP budget.

4.1 Terms of Reference

Taking into account relevant scientific and other knowledge and experience:

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

4.2 Membership

As a minimum it will comprise:

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

Where appropriate it will include:

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

SCHEDULE 4 – DEVELOPMENT AND MANAGEMENT OF AN EADRP

(Clauses 7 and 9)

A. STRUCTURE AND CONTENT OF AN EMERGENCY DISEASES RESPONSE PLAN (“EADRP”)

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

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

1. Status report on suspect disease*

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

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

2.1 Stamping out

2.1.1. Slaughter procedures for all infected and exposed animals

2.1.2. Disposal

2.2 Quarantine and movement controls on animals products and things

2.2.1 Restricted area

2.2.2 Control area

2.3 Decontamination and farm clean-up procedures

2.4 Diagnosis, tracing and surveillance

2.4.1 Liaison between State, private laboratories and AAHL

2.4.2 Resources for surveillance and laboratory testing

2.5 Zoning

2.6 Vaccination strategy

2.6.1 Vaccination protocols

2.6.2 Priorities (eg ring vaccination first)

2.6.3 Processing of vaccinated stock, inc by-products and waste

2.6.4 End-use of vaccinated stock

2.7 Situation Reports production and dissemination

2.8 International notifications (DAFF responsibility)

2.9 Management of feral and/or wild animals.

3. Indicative budget* (to be provided for each proposed response activity)

3.1 Staffing

3.1.1 Permanent staff (including accreditation to National EADP Competency Standards)

3.1.2 Volunteers/emergency services personnel

3.2 Operating

3.3 Capital

3.4 Compensation

4. Public relations*

4.1 Lead responsibility for liaison with media

4.2 Industry and community liaison

5. Local disease control centre (LDCC)

5.1 LDCC site

5.2 Equipment

5.3 Operations

5.3.1 Veterinary investigations

5.3.2 Restricted area movement and security

5.3.3 Infected premises operations

5.3.4 Other field operations

5.4 Technical

- 5.4.1 Epidemiology
- 5.4.2 Public relations
- 5.4.3 Technical specialists
- 5.4.4 Liaison

5.5 Resources

- 5.5.1 Induction for incoming staff
- 5.5.2 Administration (accommodation, meals, transport etc)
- 5.5.3 Emergency services liaison

5.6 Infected premises operations teams

5.7 Forward command post (if necessary)

6. State disease control headquarters (SDCHQ)

6.1 Structure, management and staffing

6.2 Technical Support

- 6.2.1 Industry liaison
- 6.2.2 Public relations
- 6.2.3 Legal support
- 6.2.4 Epidemiology and other specialist support

6.3 Operations

- 6.3.1 Tracing, surveillance, movement controls and vaccination
- 6.3.2 Mapping and information management

6.4 Resources

- 6.4.1 Administration
- 6.4.2 Emergency services liaison

7. Information systems and management

7.1 Software to assist the management of EAD information

7.2 Control centres information management

- 7.2.1 Message forms and log sheets
- 7.2.2 Files
- 7.2.3 Personnel
- 7.2.4 Information boards
- 7.2.5 Staff information briefings

8. Additional research and information needs

9. Accounting procedures

10. Monitoring of cost-effectiveness of EADRP

B. KEY ROLES UNDER THE NATIONAL EAD TRAINING PROGRAM

- Controller (L)/ Director (S)
- Technical Section Manager (L)
- Epidemiologist (L&S)
- Public Relations Officer (L&S)
- Operations Director (L&S)
- Manager Veterinary Investigations (L)
- Coordinator Tracing (L&S)
- Coordinator Surveillance (L)
- Field Surveillance Vet (F)
- Mapping Officer (L&S)
- Anemis/Information System Officer (L&S)
- Restricted Area Movement & Security Manager (L)
- Control Point Patrol Coordinator (L)
- IP Operations Manager (L)
- Site Supervisor (F)
- Valuation Coordinator (L)
- Destruction Coordinator (L)
- Decontamination Coordinator (L)
- Disposal Coordinator (L)
- Resources Manager (L&S)
- OIC Forward Command Post(only in Qld, NSW, WA, SA, NT)
- Admin Support Officer, Forward Command Post (only in Qld, NSW, WA, SA, NT)
- Industry Liaison Officer (L)
- Industry Liaison Coordinator (S)

Note that:

L = Local Disease Control Centre

S = State Disease Control Headquarters

F = Field Activity

There will be a need for many site supervisor and field surveillance veterinary positions.

SCHEDULE 5 – AUSVETPLAN DOCUMENTATION

(Clause 7.2)

1. RELEVANT AUSVETPLAN MANAGEMENT MANUALS

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

- Control Centre Management Part 1
- Control Centre Management Part 2
- Destruction of Animals
- Disposal procedures
- Public relations
- Valuation and Compensation
- ANEMIS (and its successor)
- Decontamination
- Laboratory preparedness
- Mapping
- Wild Animals

2. APPLICABLE AUSVETPLAN DISEASE STRATEGY

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

Full AUSVETPLAN Disease Strategies are available on the Internet at http://www.animalhealthaustralia.com.au/programs/eadp/ausvetplan_home.cfm for the following diseases listed at **Schedule 3**

Category 1

- rabies
- Australian lyssaviruses (including bat lyssavirus)
- Japanese encephalitis

Category 2

- bovine spongiform encephalopathy
- foot-and-mouth disease
- peste des petits ruminants
- Rift Valley fever
- rinderpest
- screw worm fly
- sheep pox
- vesicular stomatitis

Category 3

- African horse sickness
- African swine fever
- avian influenza (highly pathogenic)
- bluetongue (disease in sheep)
- classical swine fever
- lumpy skin disease
- Newcastle disease
- scrapie
- swine vesicular disease
- vesicular exanthema

Category 4

- Aujeszky's disease
- equine influenza
- transmissible gastroenteritis

For the other diseases a 'Response Policy Brief' is available.

Bee diseases and pests in categories 2, 3 and 4 are subject to the control strategies provided in the AUSVETPLAN Manual *Bee Diseases and Pests*.

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

SCHEDULE 6 – COST SHARING

(Clause 10)

1. GOVERNMENT FUNDING

Determination of proportional split between the government parties

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

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

Formulae explanation

A mean of three years is used, and updated at 1 July each year, using ABS source data (including preliminary data for most recent year if available); or if ABS data is not available, an estimate agreed by the relevant parties. The ‘Category 1’ formula will use figures from the latest human population census.

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

1.1 Category 1 formula

State/Territory proportions based on latest human population census

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

1.2 Cattle, sheep and pig diseases formula

State/Territory shares based on numbers and Gross Value Product—Mean of three years

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

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

1.3. Pig disease formula

State/Territory shares based on numbers and slaughterings—Mean of three years

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

1.4. Cattle and sheep formula

State/Territory shares based on numbers and Gross Value Product—Mean of three years

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

1.5. Poultry formula

State/Territory shares based on laying hen numbers and poultry slaughterings—Mean of three years

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

1.6. Screw Worm Fly formula

Jurisdiction	%
NSW	23.5
Vic	6.0
Qld	15.5
WA	1.5
SA	3.0
Tas	0.0
NT	0.5
ACT	0.0
C'wlth	50.0

1.7. Cattle formula

State/Territory shares based on numbers and Gross Value Product—Mean of three years*

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

* source ABS (including preliminary data for most recent year if available)

1.8. Sheep and goats formula

State/Territory shares** based on numbers and Gross Value Product—Mean of three years*

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

* source ABS (including preliminary data for most recent year if available)

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

1.9. Horse formula

State/Territory shares based on numbers—Mean of three years*

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

* source ABS (including preliminary data for most recent year if available), or if no ABS data available, best estimate from other sources

1.10. Cattle and horse formula

State/Territory shares based on numbers and Gross Value Product**—Mean of three years*

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

* source ABS (including preliminary data for most recent year if available)

** cattle only, horse GVP not generally available

1.11. Sheep and horse formula

State/Territory shares based on numbers and Gross Value Product**—Mean of three years*

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

* source ABS (including preliminary data for most recent year if available)

** sheep only, horse GVP not generally available

1.12. Honey and beeswax formula

State/Territory shares* based on Gross Value Product**—Mean of three years

[a]	[b]
GVP (honey and beeswax), as a % of national total	Share [a] divided by 2

* Except for Braula fly, where share for Tasmania is zero

** ABS production data for honey and beeswax is considered at variance with other sources, so GVP data only is used

Application of the Formulae to Diseases

1. Category 1 formula for:

- rabies
- Australian lyssaviruses (including bat lyssavirus)
- Japanese encephalitis
- Nipah virus
- trichinellosis
- Western, Eastern and Venezuelan equine encephalomyelitis

2. Cattle, sheep and pig diseases formula for:

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

3. Pig disease formula for:

- African swine fever
- classical swine fever
- Menangle virus (porcine paramyxovirus)
- Aujeszky's disease
- porcine reproductive and respiratory syndrome (PRRS)
- swine influenza
- Teschen disease
- transmissible gastroenteritis

4. Cattle and sheep disease formula for:

- bluetongue (disease in sheep)
- Rift Valley fever
- anthrax (major outbreaks)
- heartwater

5. Poultry disease formula for:

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

6. Screw worm fly formula for:

- screw worm fly

7. Cattle disease formula for:

- bovine spongiform encephalopathy
- brucellosis (due to *Brucella abortus*)
- bovine tuberculosis due to *Mycobacterium bovis*, after Tuberculosis Freedom Assurance Program (TFAP) is completed
- contagious bovine pleuropneumonia

- lumpy skin disease
- east coast fever
- haemorrhagic septicaemia
- Jembrana disease

8. Sheep disease formula* for:

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

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

9. Horse disease formula for:

- African horse sickness
- contagious equine metritis
- dourine
- epizootic lymphangitis
- equine babesiosis
- equine encephalosis
- equine influenza
- Getah virus
- glanders
- Hendra virus (formerly called equine morbillivirus)*
- Potomac fever

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

10. Cattle and horse disease formula for:

- surra

11. Sheep and horse disease formula for:

- Borna disease

12. Honey bee disease formula for:

- Tropilaelaps mite, varroa mite, Braula fly, tracheal mite, and small hive beetle.

2. INDUSTRY FUNDING

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

2.1 Cost Sharing in diseases affecting more than one species

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

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

where:

GVP_i = Gross value of production of the industry

GVP_T = Combined gross value of production of the affected industries

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

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

Disease	Funding weights for industry eradication costs			
	Cattle %	Sheep/goats %	Pigs %	Horses %
Anthrax	70	30		
Borna Disease		50		50
Foot & Mouth Disease	50	30	20	
Rift Valley Fever	30	70		
Screw Worm Fly	n/a	n/a		
Vesicular stomatitis	50	20	20	10
Heart Water	50	50		
Surra	50			50

The resultant funding shares will be determined annually by AAHC, using GVP 3-year moving averages, and circulated to the Parties.

The exception is Screw Worm Fly, where the contributions from the affected Industry Parties will be Cattle 85% (beef 84% dairy 1%) and Sheep/goats 15%, (based on information from “*Economic Assessment of the expected producer losses and control strategies of a screw worm fly invasion of Australia**”, (1993), Queensland Department of Primary Industries Project Report Series QO93016).

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

Where more than one Party represents a species, the manner of Cost Sharing between those Parties will be determined amongst them having regard to the GVP of Industry sectors. Where they have not advised Animal Health Australia of their manner of apportionment for Cost Sharing, they will be equally responsible for meeting costs for which their Industry is liable under this Deed. The apportionments in the following table have been agreed by the Parties and will be revised by Animal Health Australia and advised to the Parties at the same time as the funding shares for Part 2.1 are revised.

CATTLE*			SHEEP			POULTRY	
Beef Grazing	Beef Feedlots	Dairy	Meat	Wool	Goat	Chicken meat	Eggs
52.94	5.88	41.18	24.83	74.73	0.44	77.32	22.68

* For Screw Worm Fly, the Cattle apportionments are:

Beef Grazing	Beef Feedlots	Dairy
88.94	9.88	1.18

2.3 Cost Sharing of the Australian Racing Board

The obligations to participate in Cost Sharing under the Deed of members of the Australian Racing Board only arise in respect of costs incurred for actions taken in respect of horses that are registered thoroughbreds. A 'registered thoroughbred' is a horse registered with the Registrar of Racehorses and currently recorded on a stable return lodged with the Office of a Principal Club by a trainer licensed by a State or Territory thoroughbred racing administration, or one under the direct care or supervision of a trainer licensed by a State or Territory thoroughbred racing administration.

3. DETERMINATION OF COSTS

3.1 Salaries and Wages

- (a) Salary or consultancy fees of staff/consultants who are, or would be, engaged by a government or industry Party, irrespective of the disease emergency, are not eligible for reimbursement.
- (b) Salaries or consultancy fees for staff/consultants engaged by the Party to assist directly with eradication and for staff/consultants engaged to backfill positions of existing permanent staff assisting directly with eradication will be eligible for reimbursement.

- (c) Salaries or wages of staff seconded across State or Territory borders will not be eligible for reimbursement, but salaries or wages of staff/consultants engaged to backfill positions of seconded staff will be eligible.
- (d) Allowances for staff/consultants engaged in the exotic disease emergency will be eligible for reimbursement. These will include meal allowances, district allowances, penalty rates and accommodation assistance.
- (e) Payroll tax, workers' compensation, superannuation and leave for staff especially recruited as a result of the exotic disease emergency will be eligible for reimbursement.
- (f) Overtime incurred directly as a result of the exotic disease emergency will be eligible for reimbursement.
- (g) Fees and allowances to private veterinarians employed by the government Parties to assist with exotic disease operations will be eligible for reimbursement up to the level of fee and allowances structure approved by Animal Health Committee of the Standing Committee on Agriculture and Resource Management, or such other relevant fee structure.
- (h) Reimbursements to volunteer emergency service and defence personnel will be by negotiation with the service provider, but should provide primarily for out-of-pocket or incidental expenses.

3.2 Operating Expenses

- (a) Operating expenses directly incurred by a Party in the eradication program will be eligible for reimbursement.
- (b) For laboratory services provided internally by a State/Territory government agency, eligible costs will be the cost of additional staff and operating costs incurred as a result of the emergency disease response
- (c) For laboratory services provided to a State/Territory government by an external source, eligible costs will be:
 - (i) when the specified contracted level of service is exceeded, an amount equivalent to the marginal cost incurred in (b) by a comparable government laboratory for that additional service
 - (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
- (d) All stores and equipment purchased with funds which have been subsequently reimbursed from the arrangements shall be valued at the time the Proof of Freedom Phase ends and sold within 60 days. The proceeds of any sale, or equivalent valuation, will be distributed to the Parties in the same proportion as contributions actually made by them.
- (e) Any variation from this procedure can only be made with the approval of the Parties.

3.3 Capital Costs

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

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

3.4 Compensation

Compensation is to be paid to the owner of:

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

Second valuation or 'Top-up Payment'

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

To whom payable

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

Time limit for applications

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

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

Exclusions

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

Method of valuation

In the case of livestock the value is based on:

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

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

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

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

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

The value of any stock or property in respect of which compensation is payable shall be the amount determined by the relevant legislation.

False statements

Any person who is suspected of having acted with intent to mislead or defraud the Crown for the purpose of obtaining compensation for himself or any other person under this Agreement, or who is suspected of having knowingly made a statement which is in any respect false or misleading or who is suspected of practices or of being concerned in any fraudulent act shall be reported to the relevant authorities for appropriate action.

4. DETERMINATION OF PROPORTIONAL SHARES

Determination of proportional dollar shares at the Agreed Limit

1. Determine the GVP for each of the relevant industries.
2. Calculate the aggregate GVP for the relevant industries.
3. Calculate the percentage set out in **clause 10.5(a)** (or such other percentage agreed in writing by the Affected Parties) of the aggregate GVP.
4. Determine the dollar shares of the government parties (in total) and industry party(s), using the percentages applying to each Category of disease as described in **clause 10.2(a)**.
5. Determine the dollar shares of
 - each of the government parties, using the percentages obtained from the relevant formula described in **Part 1 of Schedule 6**
 - each of the industry parties (in the case of a disease affecting more than one species, or where more than one party represents a species), using the percentages described in Part 2 of Schedule 6.

5. CHANGES IN GVP

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

SCHEDULE 7 – FUNDING OF COST SHARING OBLIGATIONS

(Clause 11)

1. PAYMENT OF INDUSTRY SHARES OF COST SHARING

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

(1) *Industry obligations - repayment of Commonwealth*

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

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

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

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

(2) *Industry obligations - levy arrangements*

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

Party	New levy under new legislation (Option A)		New levy under existing legislation (Option B)		New legislation to allow repayment by Industry of commercial facility (Option C)	Modify an existing levy component mix (Option D)	
	Levy initially set at zero rate	Levy set at operative rate	Levy initially set at zero rate	Levy set at operative rate		Levy initially set at zero rate	Levy set at operative rate
Australian Chicken Meat Federation Inc			X				
Australian Egg Corporation Limited			X				
Australian Dairy Farmers' Limited			X				
Cattle Council of Australia Inc			X				
Australian Pork Limited			X				
Sheepmeat Council of Australia Limited			X				
Australian Racing Board							
National Farmers Federation Limited ATF WoolProducers	X ¹						
Australian Lot Feeders Association Inc			X				
Goat Industry Council of Australia			X				
Australian Honey Bee Industry Council	X ²						

¹ \$5 million reserve held by Australian Wool Innovations on behalf of woolproducers.

² Levy set at 0.5 c/kg transferred to Honey Bee Disease Contingency Fund Trust.

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

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

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

(3) *Industry obligations - EAD outbreak*

If an EAD outbreak occurs:

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

2. MECHANISM FOR DETERMINATION OF THE COSTS OF AN EADRP

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

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

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

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

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

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

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

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

SCHEDULE 8 - CONSULTATION

(Clause 12)

NATIONAL EMERGENCY ANIMAL DISEASE MANAGEMENT GROUP (“NMG”)

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

1. NMG CONSIDERATION OF EMERGENCY ANIMAL DISEASE RESPONSE ISSUES

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

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

1.1 DAFF Terms of Reference

The NMG will:

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

1.2 Meetings

- (a) NMG will meet as necessary to consider policy and financial issues associated with an EAD Response and to ensure its effective management.

- (b) Members may be represented at meetings by a delegate.
- (c) Decisions must be made by consensus
- (d) Members may be accompanied by advisers who have specific expertise but these persons will not be a party to decisions.
- (e) Members of the NMG or their delegates need to be available at short notice (less than 24 hours).
- (f) CCEAD will communicate with the NMG via the Chair of CCEAD.
- (g) Secretariat services will be provided by DAFF, which will provide reports of meetings to each of the Affected Parties.

2. NMG CONSIDERATION OF GENERAL ISSUES

2.1 Composition

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

2.2 Terms of Reference

The NMG will:

- (a) oversee resource commitments and consider Deed policy issues;
- (b) monitor progress in implementation of biosecurity measures;
- (c) refer relevant issues arising out of EADRP's to Animal Health Australia for consideration under its programs; and
- (d) initiate a review of the Deed no more than five years from the Commencement Date.

2.3 Meetings

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

For the purposes of decisions by NMG as required under Schedule 8 of the EAD Deed, 'consensus' means the making of decisions by general agreement (which may involve a measure of compromise necessary to ensure a workable outcome), and that none of the Parties actively participating in the decision-making process opposes the decision.

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

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

(c) Secretariat services will be provided by DAFF.

3. CCEAD

3.1 CCEAD Role in respect of an EAD

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

3.2 Scope of CCEAD Activities

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

Under this Deed, CCEAD has specific responsibilities

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

4. MEMBERSHIP OF CCEAD IN RESPECT OF AN EAD

4.1 Chairperson

The Australian CVO (or his/her nominee) convenes and chairs meetings of CCEAD

4.2 Members representing Commonwealth, State and Territory animal health agencies

- All State and Territory CVOs (or their nominees)
- One representative nominated by CSIRO Animal Health

- One representative of AQIS nominated by the Australian CVO
- One representative nominated by Biosecurity Australia
- One representative of Animal Health Australia as an observer.

4.3 Members representing relevant livestock industry parties

In advance of an emergency disease response, the livestock industry Parties will each provide two nominees who will join CCEAD immediately in an emergency affecting their industry. The nominees will comprise:

- a representative from a pool of people nominated in advance by the industry Parties collectively;
- a representative nominated by the Relevant Industry(s).

4.4 Observers/resource persons

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

4.5 Meetings

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

For the purposes of decisions by CCEAD as required under Schedule 8 of the EAD Deed, 'consensus' means the making of decisions by general agreement (which may involve a measure of compromise necessary to ensure a workable outcome), and that none of the Parties actively participating in the decision-making process opposes the decision.

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

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

SCHEDULE 9 – CONFIDENTIALITY DEED POLL

(Clause 12.3(b)(v))

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

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

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

The confidentiality undertakings made by Industry Representatives and Industry Delegates under each Deed Poll are in addition to the confidentiality undertakings made by the relevant Parties under the Emergency Animal Disease Responses Deed.

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

DRAFT CONFIDENTIALITY DEED POLL

I, [] of [] undertake and represent as follows:

1. In this Deed Poll unless the contrary intent appears, words and phrases have the same meaning as given in the Government and Livestock Industry Cost Sharing Deed in Respect of Emergency Animal Disease Responses (the “**Emergency Animal Disease Responses Deed**”).
2. I am participating in consultations and activities relating to the Emergency Response Phase and the Proof of Freedom Phase of an Emergency Animal Disease response forming part of an Emergency Animal Disease Response Plan (**EADRP**) conducted under the Emergency Animal Disease Responses Deed as a Representative of one of the Parties to the Deed.
3. In the context of those activities, I will receive confidential information which I understand to mean information acquired or produced by or available to me arising out of or in connection with my participation in meetings, teleconferences and other activities forming part of an EADRP under the Emergency Animal Disease Responses Deed.
4. I understand **confidential information** to mean information, which is not in the public domain and includes, without limitation, information:
 - (a) is already in the public domain or, after the date of this Deed Poll, becomes part of the public domain otherwise than as a result of an unauthorised disclosure by a Party or its Representatives;
 - (b) is or becomes available to me from a third party lawfully in possession of this information and who has the lawful power to disclose such information to me on a non-confidential basis;
 - (c) was in my possession without restrictions as to its use or was developed by me (as shown by its written record or other competent evidence) prior to the date of disclosure to me under this Deed Poll; or
 - (d) I am required by law to disclose.
5. I hereby undertake to each Party:
 - subject to paragraph 5(f), to abide with the requirements notified to me by Australian Animal Health Council Limited or the Consultative Committee on Emergency Animal Diseases regarding use of Confidential Information;
 - not to disclose or use Confidential Information for purposes other than those for which it is provided to me;
 - to only make Confidential Information available to those persons who have a “need to know” for the proper performance of the EADRP;
 - to ensure that Confidential Information is stored with or protected by appropriate security, having regard to the nature of the Confidential Information and the medium in which it is found;

to ensure that Confidential Information is used only in accordance with any conditions or limitations advised by the disclosing Party or Parties or by any of their clients with whose material or verbal information I am working; and

to ensure that Confidential Information is not, except as required by law, disclosed to any other party or made public without the prior approval in writing of the disclosing Party or Parties as the case may be.

Executed as a DEED POLL

Signed by:

in the presence of :

Witness: _____

(witness name printed)

Date: _____

[Notes for completion of this Deed Poll:

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

SCHEDULE 10 – ACCOUNTING AND REPORTING

(Clause 13.2)

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

1. STATEMENT OF EXPENDITURE

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

Emergency Animal Disease Response Plan (EADRP)

Approved expenditure limit: \$ _____

STAFFING

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

OPERATING EXPENSES

Accommodation - x persons @ \$/day @ y days Meals - x persons @ \$/day @ y days Travel expenses (a) group - bus hire x buses @ \$/day (rate depends on size) (b) individuals x motor vehicles @ y cents/km (rate depends on size) x airfares @ \$y (return economy) Contractor services - earthmoving x days @ \$/day @ y days - security x days @ \$/day @ y days - transport and courier x days @ \$/day @ y days - other (specify) Plant and equipment Chemicals for decontamination Consumables Communications (installation, hire charges etc) Laboratory - State labs (\$/test @ x tests) - AAHL (\$/test @ x tests) Vaccine - \$/dose @ x doses	\$
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Capital Items

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

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

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

SCHEDULE 11 - AUDITING

(Clause 13)

1. EFFICIENCY ASSESSMENT

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

The efficiency advocate shall have regard to the following matters:

whether the response activities detailed in the EADRP are being implemented as described;

whether the response activities of the Lead Agency are conducted in an effective and efficient manner;

whether the expenditures made by the Lead Agency or other Affected Party under the Emergency Animal Disease Response Plan (EADRP) and for which the Lead Agency or other Affected Party seek to be subject to Cost Sharing, are valid, accurate and in accordance with Part 3 of Schedule 6, and clause 10.8 of the Deed; and

to recommend on corrective action to modify the EADRP where necessary.

Progressive audit reports will be required during the course of the implementation of the EADRP as required by the Affected Parties, and in particular at the end of each quarter (or other agreed period) referred to in **Schedule 7**.

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

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

5. FINANCIAL AUDITING

The financial auditor shall have regard to the following matters:

- attestation of financial data incorporated in prescribed financial statements prepared by the Lead Agency, including the expression of an opinion as to whether the financial statements fairly present the financial position and the results of financial operations in terms of the Deed, accounting standards and other administrative guidelines;
- examination of financial systems and transactions including an evaluation of compliance with the Deed;
- reporting of observations or suggestions about any matters arising from audits that the auditor considers should be brought to the attention of the Parties;

- where they become apparent in the course of the audit, the identification of any potential claims or litigation matters which may involve any Parties, whether jointly or individually, and the extent of any exposure to such claims or litigation:
- any other activities and issues that the Affected Parties may require.

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

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

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

SCHEDULE 12 – DEED OF ACCESSION

(Clause 4.4)

THIS DEED IS MADE ON
200[x]

PARTIES

AUSTRALIAN ANIMAL HEALTH COUNCIL LIMITED (ABN 86 071 890 956) of Unit 15, 26-28 Napier Close, Deakin on behalf of Parties to the Government and Livestock Industry Cost Sharing Deed in Respect of Emergency Animal Disease Responses
(Animal Health Australia)

AND

[REPLACEMENT BODY]

[(Name)]

BACKGROUND

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

AGREEMENT

- **Accession**

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

- **Existing Party ceases**

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

- **Existing Party liability and obligations**

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

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

[]

- **Counterparts**

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

- **Further assurance**

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

- **Agency**

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

- **Entire Agreement**

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

- **Governing law and jurisdiction**

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

EXECUTED as a DEED

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

Director

(*name printed*)

Director/Secretary

(*name printed*)

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

Witness: _____

(*witness name printed*)

DATE

2001

AUSTRALIAN ANIMAL HEALTH COUNCIL LIMITED

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

AND

[THE REPLACEMENT BODY]

DEED OF ACCESSION

■ PHILLIPS FOX ■
LAWYERS

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