

## EADRA GUIDANCE DOCUMENT

### Normal Commitments for Parties to the Emergency Animal Disease Response Agreement

#### BACKGROUND

When signing the Emergency Animal Disease Response Agreement (EADRA) in 2002<sup>1</sup>, Parties agreed that they would “... 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.” [Clause 15 (b)].

Subsequently, Industry Parties, the Australian Government and Animal Health Australia (AHA) also agreed to develop complementary Normal Commitments.

#### WHAT ARE NORMAL COMMITMENTS?

The purpose of defining Normal Commitments is to ensure that Parties understand their potential commitments to a response up front, to improve funding certainty during a response, to assist with response planning and incident management, and thereby to promote rapid responses to emergency situations.

The Normal Commitments of each Party are relative to their different responsibilities under the EADRA and are framed by overarching Principles. The principles define the context, scope and assumptions for Normal Commitments ([Attachment A](#)). These are identical for all Parties and are consistent with those developed for other national cost-sharing deeds for emergency response, such as the Emergency Plant Pest Response Deed (EPPRD<sup>2</sup>) and the National Environmental Biosecurity Response Agreement (NEBRA<sup>3</sup>).

The State and Territory Government Party Normal Commitments ([Attachment B](#)), the Industry Party Normal Commitments ([Attachment C](#)), the Australian Government Normal Commitments ([Attachment D](#)) and Animal Health Australia’s Normal Commitments ([Attachment E](#)) outline the responsibilities of the State and Territory Government, Industry and Australian Government Parties, as well as Animal Health Australia, respectively. They are consistent with those agreed to by Parties of the EPPRD. A common approach to Normal Commitments across the national cost-sharing agreements satisfies Government Party needs for consistency across the Deeds.

---

<sup>1</sup> [www.animalhealthaustralia.com.au/programs/emergency-animal-disease-preparedness/ead-response-agreement/](http://www.animalhealthaustralia.com.au/programs/emergency-animal-disease-preparedness/ead-response-agreement/)

<sup>2</sup> [www.planthealthaustralia.com.au/biosecurity/emergency-plant-pest-response-deed/](http://www.planthealthaustralia.com.au/biosecurity/emergency-plant-pest-response-deed/)

<sup>3</sup> [www.coag.gov.au/node/74](http://www.coag.gov.au/node/74)

## **PURPOSE OF THIS GUIDANCE DOCUMENT**

These Normal Commitments are published as guidance documents on the AHA website and implemented as guidelines for decision-making in the case of a cost-shared response.

It should be noted that the National Biosecurity Committee (NBC) Benchmarks Working Group is developing performance standards to underpin Normal Commitments for the NEBRA. The Normal Commitments as presented here are not precluded from future revision as the work of other groups, particularly the NBC, delivers outputs.

## **Animal Health Australia**

**April 2016**

## **ATTACHMENTS**

|                     |  |
|---------------------|--|
| <b>Attachment A</b> | <i>Principles of Normal Commitments</i>                        |
| <b>Attachment B</b> | <i>State and Territory Government Party Normal Commitments</i> |
| <b>Attachment C</b> | <i>Industry Party Normal Commitments</i>                       |
| <b>Attachment D</b> | <i>Australian Government Normal Commitments</i>                |
| <b>Attachment E</b> | <i>Animal Health Australia Normal Commitments</i>              |

### Principles of Normal Commitments

#### Scope of Normal Commitments

The scope of Normal Commitments includes the capability and capacity necessary to respond to an EAD in a manner and extent consistent with the EADRA and AUSVETPLAN.

*It is recognised that Parties have broader responsibilities in animal health separate to the EADRA and these are not affected by this principle.*

#### Costs of Normal Commitments

The costs of meeting normal commitment obligations are not eligible for Cost Sharing under the EADRA, regardless of how the obligations are met.

Reasonable costs of Response Plan activities that exceed normal commitment obligations are eligible for Cost Sharing, regardless of how those activities are undertaken.

*At the simplest level, costs to be shared are those over and above normal (non-outbreak time) budget items for the responding party, provided the party maintains a reasonable baseline capacity.*

#### Obligation to maintain capability and capacity

EADRA Parties have an obligation to maintain the capability and capacity to detect and respond to suspect or confirmed EADs in a manner and extent consistent with the EADRA and AUSVETPLAN.

#### Response in the national interest

EADRA Parties should respond to EAD Incidents in the national interest, recognising that state/territory Parties cannot contravene their jurisdictional responsibilities under legislation and the Australian constitution.

#### Obligation for personnel to meet EADRA requirements

EADRA Parties will ensure their personnel and stakeholders understand and meet their responsibilities under the EADRA and, consequently, AUSVETPLAN.

#### Obligation to have access to necessary resources

All Parties will take reasonable steps to enable them to access any resource necessary to implement their obligations under a Response Plan.

*This recognises that the normal commitment obligation under the EADRA binds the 'whole of government' or 'whole of industry'. Therefore, EADRA Parties should make arrangements to enable them to draw upon key resources when necessary and where possible. This may involve resources within or beyond their direct control. Costs arising from this may or may not be eligible for Cost Sharing, and this would be determined in accordance with the Normal Commitment.*

### **Incident Definition Phase**

Subject to exceptions specified in the EADRA, activities required during the Incident Definition Phase, prior to endorsement of a Response Plan, are to be treated as Normal Commitments.

*This is the investigation period following formal notification of an EAD and continues until NMG agrees to a response plan. It includes activities such as initial diagnosis and initial scoping of the extent of the outbreak.*

*All Parties to the agreement will act in good faith, using their best efforts, to move the response from an incident definition phase to the response phase in a timely manner.*

### **Normal Commitments throughout a response**

Normal commitment functions will apply through all phases of an EAD response.

### **Transparency to other Parties**

EADRA Parties will provide transparency to other Parties on their ability to meet the agreed Normal Commitments.

*This is expected to comprise periodic independent assessment and reporting.*

## **EADRA: State and Territory Government Party Normal Commitments**

The Normal Commitments detailed here define State and Territory Government Party obligations under the EADRA. Each Government Party will meet their EADRA obligations in a way appropriate to their jurisdiction.

The table includes the following elements:

- **EAD functions** – The functions required under the EADRA to detect, respond to and manage suspected or confirmed EAD Incidents.
- **EADRA ref** – relevant Clause reference to EADRA (or AUSVETPLAN).
- **Normal commitment** – the ability to perform EAD Functions expressed in terms of outputs and outcomes; the definition of what is to be considered a normal commitment (and therefore not eligible for Cost Sharing under the EADRA). Note: this is a summary only. For the full and technically accurate explanation the relevant EADRA Clause (or AUSVETPLAN manual) should be consulted.

| <b>EAD Functions</b>   | <b>EADRA Ref</b> | <b>Normal Commitment</b>  |
|--|------------------|---|
| Reporting Systems  | Clause 5.1(a)    | <ul style="list-style-type: none"> <li>• Awareness programs are in place to promote reporting.</li> <li>• Internal systems ensure incidents are reported and promptly communicated to the CVO.</li> <li>• Give formal notification to the CCEAD within 24 hours of becoming aware of an incident</li> </ul>   |
| Investigation of suspect or confirmed EAD incidents and activities undertaken during Incident Definition Phase | Clause 10.1      | <ul style="list-style-type: none"> <li>• Maintain and deploy sufficient resources to investigate and contain all suspect or confirmed EAD Incidents commencing on the day of notification to the CVO including:               <ul style="list-style-type: none"> <li>- Field visit/s to undertake investigations, collect and transfer necessary samples and information to establish the nature of the Incident;</li> <li>- Investigations to initially delimit the extent of the EAD and the restricted and control areas;</li> <li>- Liaison with federal, state, local govt, industry and other organisations.</li> </ul> </li> </ul> |

| EAD Functions                        | EADRA Ref   | Normal Commitment   |
|--------------------------------------|-------------|---|
| Tracing                              | Clause 10.1 | <ul style="list-style-type: none"> <li>• Undertake all tracing activities during the Incident Definition Phase to identify movement of animals, animal products, people or any other objects which may cause the spread of the EAD.</li> </ul> <p>For the avoidance of doubt:</p> <ul style="list-style-type: none"> <li>• This also applies to tracing activities when new jurisdictions are implicated in an EAD Incident.</li> <li>• Applies also to a new detection within the first jurisdiction where it is determined that it is not linked or traced to the first outbreak.</li> </ul>  |
| Surveillance                         | Clause 10.1 | <ul style="list-style-type: none"> <li>• Undertake preliminary surveillance during the Incident Definition Phase for all potentially affected areas. These are surveys that aim to determine whether or not the disease is widespread.</li> </ul> <p>For the avoidance of doubt:</p> <ul style="list-style-type: none"> <li>• Disease surveys and delimiting surveys may be Cost Shared when required by the CCEAD and included in the agreed Response Plan. These are surveys that aim to delimit the extent of the disease to a defined confidence level.</li> <li>• Surveys undertaken to demonstrate disease freedom in non-risk areas (e.g. unaffected states) are not eligible for Cost Sharing under a Response Plan. CCEAD will determine which areas are risk and non-risk areas in relation to the EAD Incident.</li> </ul> |
| Quarantine and movement restrictions | Clause 10.1 | <ul style="list-style-type: none"> <li>• Maintain the capability and capacity to implement quarantine measures and movement restrictions as required under AUSVETPLAN during the incident definition phase</li> <li>• Maintain jurisdictional legislation required to implement quarantine measures and movement restrictions, including the ability to declare zones</li> <li>• Undertake all quarantine activities to contain the EAD within the Quarantine Area during the Incident Definition Phase.</li> </ul>   |

| EAD Functions              | EADRA Ref  | Normal Commitment  |
|----------------------------|--|--|
| Destruction and disposal   | Clause 10.1  | <ul style="list-style-type: none"> <li>• Maintain the capability and capacity to implement destruction and disposal measures as required under AUSVETPLAN during the incident definition phase</li> <li>• Maintain jurisdictional legislation required to implement destruction and disposal measures</li> <li>• Have processes in place to ensure biosecure transport of materials should it become necessary for disposal off-farm</li> </ul>  |
| Compliance and Enforcement | Clause 10.1<br>Clause 7.2 (a)<br>and Schedule 5 Part 1<br>AUSVETPLAN<br>Control<br>Centres<br>Management<br>Manual | <ul style="list-style-type: none"> <li>• Maintain the capability and capacity to implement compliance and enforcement activities required to contain the EAD.</li> <li>• Undertake all compliance and enforcement activities to contain the EAD within the Quarantine Area during the Incident Definition Phase</li> </ul>   |
| Diagnostic services        | Clause 10.1<br>Clause 7.2 and<br>Schedule 6<br>Part 3<br>AUSVETPLAN<br>Laboratory<br>Services<br>Manual            | <ul style="list-style-type: none"> <li>• Maintain access at all times to diagnostic services to undertake initial screening and/or diagnosis of potential EADs or unknown diseases.</li> <li>• Undertake all diagnostic activities during the Incident Definition Phase including confirmation diagnosis (i.e. confirmation of a new occurrence of an EAD and independent confirmation as needed).</li> <li>• Maintain the capability to activate and oversee large scale diagnostic services for significant industry sectors in the jurisdiction.</li> <li>• Laboratory services used meet relevant national laboratory standards.</li> <li>• Nationally standardised diagnostic procedures are used where available.</li> <li>• Collection and submission of samples to laboratories follows a documented process as described in AUSVETPLAN Management Manual: Laboratory Preparedness.</li> </ul> |

| EAD Functions                         | EADRA Ref   | Normal Commitment   |
|---------------------------------------|---|---|
| Notifications/<br>communication       | Clause 7.2 and<br>Schedule 5<br>Part 3<br>AUSVETPLAN<br>Public<br>Relations<br>Manual<br><br>Clause 5.1(b)              | <ul style="list-style-type: none"> <li>• Prepare and distribute all notifications required under AUSVETPLAN, EADRA and state/territory legislation.</li> <li>• Prepare and distribute all progress reporting and public communications relating to the EAD Incident.</li> <li>• Take all reasonable steps to ensure that persons within their jurisdiction (including public and private veterinarians and public and private laboratories) advise the Government Party within 24 hours of becoming aware of an incident.</li> <li>• Note that there could be a significant increase in communication requirements and associated additional cost during an EAD response over and above business as usual.</li> </ul> |
| Legislation                           | Clause 27<br><br>Clause 7.2 (a)<br>and Schedule<br>5 Part 1<br>AUSVETPLAN<br>Control<br>Centres<br>Management<br>Manual | <ul style="list-style-type: none"> <li>• Maintain effective legal and legislative arrangements to manage emergency responses in an effective and timely manner.</li> <li>• Undertake all legislative functions and ensure the appropriate legal framework is in place to undertake all elements of a response.</li> </ul>   |
| Control Centres and<br>infrastructure | Clause 7.2 (a)<br>and Schedule<br>5 Part 1<br>AUSVETPLAN<br>Control<br>Centres  | <ul style="list-style-type: none"> <li>• Maintain the capability to establish an SCC and LCC at short notice in accordance with the AUSVETPLAN Control Centres Management Manual.</li> <li>• Additional infrastructure may be Cost Shared, and this must be outlined in approved Response Plan.</li> </ul>  |

| EAD Functions   | EADRA Ref   | Normal Commitment   |
|---|---|---|
|   | Management Manual   |   |
| Personnel<br><br>(Refer to EADRA Clause 9.2 – National EAD training program and national data base of accredited personnel) | Clause 9.2 and Schedule 4, Part B   | <ul style="list-style-type: none"> <li>• Skilled and trained personnel are available to conduct field investigations, diagnosis and response activities.</li> <li>• Key functions and roles at SCC and LCC are allocated to trained personnel, where possible, and a list of personnel is maintained and provided to AHA for inclusion in the national database.</li> <li>• Lead Agency(s) to provide staff to establish and operate an SCC and all LCCs until a Response Plan is agreed by NMG.</li> <li>• Representatives on CCEAD and NMG have relevant training and are provided and supported for decision-making throughout any EADRA activity.</li> <li>• Representatives provided to serve on working groups when possible and required (their salary costs would not be eligible for Cost Sharing).</li> </ul> |
| Animal welfare  | Clause 7.2 (a) and Schedule 5, Part 3<br><br>AUSVETPLAN Livestock Welfare and Management Manual | <ul style="list-style-type: none"> <li>• Skilled and trained personnel are available to compile and assess information about animal welfare, identify high-risk welfare situations, prepare and update animal welfare action plans, and monitoring and reporting of the animal welfare situation.</li> <li>• Liaise with state/territory and national organisations on animal welfare</li> <li>• Public communications</li> </ul>   |

| EAD Functions       | EADRA Ref  | Normal Commitment   |
|---------------------|--|---|
| Financial systems   | Clause 11<br><br>Clause 13 and Schedules 10 and 11                                   | <ul style="list-style-type: none"> <li>• Systems are in place for preparation of budgets and capture and reporting of financial information.</li> <li>• Oversight of financial management by a management accountant is provided throughout the response.</li> </ul>  |
| Information systems | Clause 7.2 (a) and Schedule 5 Part 1<br>AUSVETPLAN Control Centre Management Manuals | <ul style="list-style-type: none"> <li>• Maintain the ability to establish information management systems consistent with agreed national policy and operational plans (e.g. AUSVETPLAN, BioSIRT or equivalent).</li> <li>• Undertake emergency response information management requirements during the Incident Definition Phase</li> </ul>  |
| EAD Response Plan   | Clauses 7 and 9, and Schedule 4  | <ul style="list-style-type: none"> <li>• Prepare an EAD Response Plan within a timeframe agreed by CCEAD.</li> <li>• Differentiate costs that are considered business as usual (Normal Commitments) from those that are additional as a result of the EAD and the response to the EAD and identify the additional costs in the EADRP</li> </ul>   |
| Scientific advice   | Clauses 7 and 9 and Schedule 4   | <ul style="list-style-type: none"> <li>• Maintain the ability to obtain scientific advice, assessments of potential impact (including economic and social), epidemiological analysis, and any other technical justification of activities.</li> <li>• Provide scientific advice to the CCEAD.</li> </ul> <p>For the avoidance of doubt:</p> <ul style="list-style-type: none"> <li>• Incidental costs for working group participants could be Cost Shared under an agreed Response Plan.</li> </ul> |

| EAD Functions | EADRA Ref                 | Normal Commitment   |
|---------------|---------------------------|---|
| Evaluation    | Clause 13 and Schedule 11 | <ul style="list-style-type: none"><li>• Systems and capability in place to enable audits and reports on progress of response (including efficiency and financial audits).</li><li>• Maintain the ability to conduct debriefs.</li></ul> |

### EADRA: Industry Party Normal Commitments

The Normal Commitments (below) are detailed definitions of what would be considered an Industry Party's Normal Commitments under the EADRA.

The table includes the following elements:

- **Responsibility** – summary of EADRA responsibility
- **EADRA ref** – relevant Clause reference to EADRA (or AUSVETPLAN)
- **Normal Commitment** – self-explanatory, but note that this is a summary only. For the full and technically accurate explanation the relevant EADRA Clause should be consulted.
- **Performance benchmark for normal commitment** – the definition of what is to be considered a normal commitment (and therefore not eligible for Cost Sharing under the EADRA)
- **Guidelines for implementation** – generic guidelines providing practical suggestions for how this might be implemented by an Industry Party. Each Industry Party will meet their EADRA obligations in a way appropriate to their industry.

| <b>Responsibility</b>                        | <b>EADRA Ref</b>  | <b>Normal Commitment</b>   | <b>Performance benchmark for normal commitment</b>   | <b>Guidelines for implementation</b>  |
|--|---|--|--|---|
| Admission of Parties to the EADRA            | Clause 4.2(a)   | Existing Parties to vote on the admission of a new Party to the EADRA within 6 months of that Party's application.   |  | If an industry wishes to become a signatory to the EADRA, AHA distributes the industry submission to all existing Parties. Existing Parties must respond so that the entire process is completed within 6 months. Please briefly describe the internal process/responsibilities for obtaining a response to the submission. |
| Rapid reporting of Emergency Animal Diseases | Clause 5.1(b)   | Take reasonable steps to advise industry participants of the obligation to notify the applicable State or Territory authority within 24 hours of becoming aware of an Incident.  | Periodic communications with industry participants on the need to report potential EAD Incidents, and method for reporting.  | This should occur at least annually and more frequently if required   |
| Use of qualified personnel                   | Clause 9.2 and Schedule 4 (Part B)<br>Clause 12.3(b)(ii) and Schedule 8 | The Parties must <ul style="list-style-type: none"> <li>• Wherever possible use people trained/accredited under National EAD Training Program.</li> <li>• Take appropriate steps to have personnel trained under that program</li> </ul> | Wherever possible, personnel are allocated against EADRA roles who: <ul style="list-style-type: none"> <li>• Are suitably skilled and knowledgeable (based on experience and/or training) to understand and perform their designated EADRA role/s (below)</li> <li>• Have completed and are accredited under the national</li> </ul> | <ul style="list-style-type: none"> <li>• AHA maintains a register and contact details of all personnel who have undergone training for a function in a response</li> <li>• Descriptions of functions within a control centre are available in AUSVETPLAN Control Centre Management Manual – part 2</li> </ul>               |

| Responsibility  | EADRA Ref  | Normal Commitment  | Performance benchmark for normal commitment  | Guidelines for implementation  |
|---|--|--|--|--|
|   |  | Roles include:   | EAD training program where possible<br><ul style="list-style-type: none"> <li>• Available to fill roles</li> </ul> AND:  |  |
|   |  | <ul style="list-style-type: none"> <li>• Livestock Industry Liaison Officers</li> </ul>  | <ul style="list-style-type: none"> <li>• Have significant knowledge of the affected industry sector and/or region</li> <li>• Are provided throughout the response</li> </ul>   |  |
|   |  | <ul style="list-style-type: none"> <li>• NMG and CCEAD representatives</li> </ul>  | <ul style="list-style-type: none"> <li>• Available at short notice</li> <li>• See also “Participate in consultation and decision-making processes” (below)</li> </ul>          |  |
|   |  | <ul style="list-style-type: none"> <li>• Other key groups or individuals likely to be involved, e.g. working groups</li> </ul> | <ul style="list-style-type: none"> <li>• Not specified in EADRA, however, best practice would be to ensure personnel are knowledgeable of EADRA functions.</li> </ul>          |  |
| Participate in consultation and decision-making processes | Clause 12 and Schedule 8<br>Clause 12.3(b)(v) and Schedule 9 | Annually nominate properly authorised Industry Party Representatives to AHA in writing   | <ul style="list-style-type: none"> <li>• All participation in EADRA decision-making as necessary.</li> <li>• Industry organisation has internal systems in place to</li> </ul> | <ul style="list-style-type: none"> <li>• Respond promptly to requests from AHA to provide industry nominees.</li> <li>• Provide nominees for NMG, CCEAD, and Liaison - Livestock Industry function in SCC and LCC</li> </ul> |

| Responsibility | EADRA Ref | Normal Commitment   | Performance benchmark for normal commitment   | Guidelines for implementation  |
|----------------|-----------|---|---|--|
|                |           | Participate effectively in consultation and decision-making processes | <p>authorise personnel to act in designated roles</p> <ul style="list-style-type: none"> <li>• NMG Representative can be authorised to commit funding through a Response Plan.</li> <li>• Nominations for EADRA roles are provided to AHA annually</li> <li>• All nominated Representatives for CCEAD and NMG (and any of their working groups) have signed a confidentiality deed poll</li> <li>• Arrangements are in place to enable internal communication between Representatives and their organisation and stakeholders</li> <li>• Representatives are available and appropriately briefed for all meetings in which the industry is an Affected Party or Relevant Party</li> </ul> | <ul style="list-style-type: none"> <li>• AHA maintains a register and contact details of all personnel who have undergone training for NMG and CCEAD</li> <li>• Industry representatives should sign a confidentiality deed poll as part of their NMG, CCEAD or Liaison training or prior to participating in the response activity</li> <li>• Nominees could be authorised using appropriate delegations for the roles (e.g. a Board delegation to authorise NMG Representative).</li> <li>• If appropriate, provide nominees for any working groups (e.g. for expertise available to the industry)</li> <li>• If appropriate provide expertise and advice when invited by a combat jurisdiction to participate in the development of an initial EADRP and when updating it.</li> <li>• Best Practice would be to have a succession plan for key roles, including backup personnel</li> </ul> |

| Responsibility  | EADRA Ref  | Normal Commitment   | Performance benchmark for normal commitment   | Guidelines for implementation  |
|---|--|---|---|--|
|   |  |   |   | nominated and available for EADRA roles specified above.   |
| Ensure personnel participate in accordance with EADRA terms | Clause 9.2 and Schedule 4                                      | Parties must ensure their personnel participate in EADRA functions do so in accordance with the terms of the EADRA. This could include establishment of policies and procedures or training among other things. | Parties will have appropriate arrangements in place for personnel who may participate in any EADRA function (as described in this Normal Commitments framework).  | <ul style="list-style-type: none"> <li>• This framework is intended to act as a checklist for EADRA functions, and provide guidelines on what arrangements might be needed. However, each industry and peak organisation will vary and appropriate arrangements should be developed by each Party to implement this framework</li> <li>• In a major incident, it will be necessary for industry organisations to make funding decisions to sustain normal activities as resources such as the CEO and/or President will be fully devoted to the incident.</li> </ul> |
| Protection of confidential and personal information.        | Clause 28<br>Clause 30<br>Clause 12.3(b) (v) and<br>Schedule 9 | Protection of personal and confidential information   | <ul style="list-style-type: none"> <li>• Arrangements for personnel and decision making include provisions for protecting confidential and personal information as outlined in the EADRA.</li> <li>• Processes are established which provide for verification that</li> </ul> |  |

| Responsibility   | EADRA Ref   | Normal Commitment   | Performance benchmark for normal commitment  | Guidelines for implementation  |
|--|---|---|--|--|
|  |   |   | Personnel understand what is confidential information (as per EADRA)   |  |
| Compensation   | Clause 10.2 and Schedule 6  | Work with AHA to determine compensation for producers; engage in revisions of the AUSVETPLAN Operational Procedures Manual: Valuation and compensation. | Best practice would be for industry to monitor the current valuation of livestock and to request a review of the AUSVETPLAN valuation and compensation provisions if significant changes have occurred and the valuation and processes described in the valuation and compensation manual require updating   | <ul style="list-style-type: none"> <li>• Note that compensation is determined by jurisdictional legislation and process</li> <li>• Cost sharing of compensation is determined by processes described in the EADRA, identified in the EADRP and approved by NMG on the advice of CCEAD</li> </ul> |
| Cost Sharing, Funding and Accounting for a Response Plan | Clause 10 and Schedule 6<br>Clause 11 and Schedule 7<br>Clause 13 and Schedule 10 and Schedule 11 | Meet initial costs arising from involvement in a Response Plan  | <ul style="list-style-type: none"> <li>• Maintain sufficient financial capacity to meet costs of involvement in a Response Plan (as described in this framework) by the industry representative body, e.g. attendance at CCEAD and NMG meetings</li> <li>• During the course of implementation of the Response Plan, Affected Parties will implement cost-sharing principles.</li> </ul> | Note that this is not expected to be any significant amount (if at all) in most circumstances, as most costs of a response are operational costs of the Lead Agency.<br>This is about cash flow.   |

| Responsibility  | EADRA Ref | Normal Commitment   | Performance benchmark for normal commitment  | Guidelines for implementation   |
|---|-----------|---|--|---|
|   |           | Take steps to ensure that industry meet the Cost Sharing obligations of a Response Plan agreed by NMG                           | <ul style="list-style-type: none"> <li>Establish a mechanism to enable the Industry Party share of costs to be funded.</li> <li>All steps needed to activate the levy at an appropriate rate are taken when required</li> </ul>  | <ul style="list-style-type: none"> <li>Usually this involves establishment of a levy set at zero initially.</li> <li>As and when necessary, the Industry Party will take steps to activate the levy at an appropriate rate.</li> <li>Another option is to establish a contingency fund to increase financial capacity of the industry.</li> </ul> |
|   |           | Ensure accounting systems allow tracking of shared and non-shared costs incurred by the Industry Party as part of the response. | <ul style="list-style-type: none"> <li>Accounting system can track shared and non-shared costs of involvement in an EAD Incident and Response Plan.</li> <li>All costs arising from implementation of a Response Plan (shared or not) are tracked and accounted for according to EADRA.</li> </ul> | <ul style="list-style-type: none"> <li>Financial management system allows participation in an EAD response to be established and tracked as a separate activity.</li> </ul>   |
| Commitment to Biosecurity and ongoing risk mitigation | Clause 14 | The Parties have committed to ongoing Biosecurity and risk mitigation.  | Development, implementation and periodic review of risk mitigation activities is ongoing   | <ul style="list-style-type: none"> <li>Development and implementation of an Industry Biosecurity Plan (IBP).</li> <li>Implement action plans for appropriate elements of an IBP</li> <li>Review and update IBP at least every three years <u>or as required when significant changes have occurred</u></li> </ul>                                 |

| Responsibility          | EADRA Ref                     | Normal Commitment   | Performance benchmark for normal commitment  | Guidelines for implementation   |
|-------------------------|-------------------------------|---|--|---|
|                         |                               |   |  | <p>(by participating in or commissioning IBP reviews).</p> <ul style="list-style-type: none"> <li>• Maintain AHA membership so as to contribute to national biosecurity systems development and risk mitigation activities.</li> <li>• Raise awareness of priority diseases or other biosecurity issues.</li> <li>• Increase awareness and use of on-farm biosecurity practices <u>such as those contained within an approved IBP or an appropriate industry QA programme.</u></li> <li>• Increasing preparedness for high priority diseases through contingency planning.</li> </ul> |
| Industry communications | AUSVETPLAN Management Manuals | Communicate with the industry as part of implementing the communication strategy in the Response Plan | <ul style="list-style-type: none"> <li>• Maintain the capacity and capability to communicate with the industry</li> <li>• In an EAD Incident, conduct communications as agreed by CCEAD and NMG through all phases of the response.</li> </ul> | <ul style="list-style-type: none"> <li>• <u>Communication with and within industry should be regular and frequent.</u></li> <li>• <u>Communication should be actively practised in “peacetime” so that it can be used effectively when needed in a response.</u></li> </ul>   |

| Responsibility | EADRA Ref   | Normal Commitment   | Performance benchmark for normal commitment   | Guidelines for implementation   |
|----------------|---|---|---|---|
| Animal Welfare | AUSVETPLAN Livestock Welfare and Management Manual Clause 7.2 and Schedule 5 (Part 3) | Raise awareness with producers on welfare issues that could arise from management of an EAD, their responsibilities and provisions under the EADRA.<br>Work with government and other relevant organisations on prevention and management of animal welfare issues during an EAD. | <ul style="list-style-type: none"> <li>• Periodic communications with industry participants on welfare issues that could arise during an EAD</li> <li>• Engage in working groups on welfare issues as needed</li> </ul> | <ul style="list-style-type: none"> <li>• Include animal welfare in AUSVETPLAN enterprise manuals</li> <li>• Encourage the development of on-farm animal welfare plans for use in an EAD.</li> <li>• Provide nominees for working groups as needed.</li> <li>• <u>Include animal welfare in industry QA programmes.</u></li> </ul> |

## EADRA: Australian Government Normal Commitments

| EAD Function                 | EADRA Ref  | Normal Commitment   |
|------------------------------|--|---|
| <b>National coordination</b> | <p>Clause 7.2 and Schedule 5 Part 1<br/>AUSVETPLAN Control Centres<br/>Management Manual</p> <p>Clause 12 and Schedule 8</p> | <ul style="list-style-type: none"> <li>• Convene, chair and provide secretariat support to Consultative Committee on Emergency Animal Diseases (CCEAD) and National Management Group (NMG)</li> <li>• Coordinate national response strategies and monitor state/territory activities</li> <li>• Coordinate public information nationally and the monitoring of news, media and the internet</li> <li>• Coordinate the deployment and application of national resources, including the Rapid Response Team and Australian Veterinary Reserve, where necessary</li> <li>• Coordinate the acquisition or deployment of overseas assistance through implementation of the International Animal Health Emergency Response (IAHER) Agreement where necessary</li> <li>• Coordinate the supply of overseas vaccines not covered by vaccine bank arrangements, where required</li> </ul> <p>For the avoidance of doubt:</p> <ul style="list-style-type: none"> <li>• Costs (other than for coordination) associated with the acquisition or deployment of national resources and international assistance, and the acquisition and supply of vaccines, may be Cost Shared and this must be outlined in an approved Response Plan</li> </ul> |
| <b>Tracing</b>               | <p>Clause 7.2 and Schedule 5 Part 1<br/>AUSVETPLAN Control Centres<br/>Management Manual</p>                                 | <ul style="list-style-type: none"> <li>• Trace relevant exported agricultural commodities and animals</li> <li>• Assist with tracing imported agricultural commodities and imported animals</li> </ul>  |

| EAD Function                                     | EADRA Ref   | Normal Commitment   |
|--|---|---|
| <b>International trade negotiations</b>          | Clause 7.2 and Schedule 5 Part 1 AUSVETPLAN Control Centres Management Manual                                 | <ul style="list-style-type: none"> <li>• Work to maintain market access through the provision of technical briefings and other information to international trading partners and overseas posts</li> </ul>  |
| <b>Import and export controls</b>                | Clause 7.2 and Schedule 5 Part 1 AUSVETPLAN Control Centres Management Manual                                 | <ul style="list-style-type: none"> <li>• Review and modify, as appropriate, existing import and export controls under relevant legislation to assist with disease control and market access negotiations</li> </ul>   |
| <b>Diagnostic services</b>                       | Clause 7.2 and Schedule 5 Part 1 AUSVETPLAN Laboratory Services Manual  | <ul style="list-style-type: none"> <li>• Maintain diagnostic services to undertake screening and diagnosis of potential EADs or unknown diseases</li> <li>• Provide all diagnostic and investigational laboratory services requested by CCEAD during the Incident Definition Phase including confirmatory diagnosis and referral of relevant submissions to national or overseas reference laboratories or experts for technical assistance if needed</li> <li>• Maintain the capability to activate and oversee large-scale diagnostic services</li> <li>• Provide laboratory services that meet relevant national laboratory standards</li> <li>• Use nationally standardised diagnostic procedures where available</li> </ul> <p>For the avoidance of doubt:</p> <ul style="list-style-type: none"> <li>• Costs associated with the ongoing delivery of large scale diagnostic services during the response and recovery phases of an EAD outbreak may be Cost Shared or otherwise recoverable and this must be outlined in an approved Response Plan</li> </ul> |
| <b>Notifications / reporting / communication</b> | Clause 7.2 and Schedule 5 Part 3 AUSVETPLAN Resource document: Biosecurity Incident Public Information Manual | <ul style="list-style-type: none"> <li>• Prepare and distribute all notifications required to meet Australia's international reporting obligations under treaties, international agreements, EADRA , AUSVETPLAN and Commonwealth legislation</li> </ul>   |

| EAD Function   | EADRA Ref   | Normal Commitment   |
|--|---|---|
|  | Clause 5.1(a)   | <ul style="list-style-type: none"> <li>Take all reasonable steps to ensure that persons within their jurisdiction advise the Government Party within 24 hours of becoming aware of an incident.</li> </ul>  |
| <b>Legislation</b>                                       | Clause 27 and Clause 7.2 and Schedule 5 Part 1 AUSVETPLAN Control Centres Management Manual                           | <ul style="list-style-type: none"> <li>Maintain effective legal and legislative arrangements to fulfil the AG obligations in emergency responses</li> <li>Undertake all AG legislative functions and ensure appropriate legal framework is in place to undertake AG elements of a response</li> </ul>   |
| <b>National Coordination Centre &amp; infrastructure</b> | Clause 7.2 and Schedule 5 Part 1 AUSVETPLAN Control Centres Management Manual   | <ul style="list-style-type: none"> <li>Maintain the capability to establish the National Coordination Centre (NCC) at short notice in accordance with the AUSVETPLAN Control Centres Management Manual</li> </ul> <p>For the avoidance of doubt:</p> <ul style="list-style-type: none"> <li>Additional infrastructure may be Cost Shared, and this must be outlined in an approved Response Plan</li> </ul>   |
| <b>Personnel</b>   | Clause 9.2 and Schedule 4 Part B<br><br>Clause 7.2 and Schedule 5 Part 1 AUSVETPLAN Control Centres Management Manual | <ul style="list-style-type: none"> <li>Make available skilled and trained personnel to conduct diagnostic and response activities and provide advice to CCEAD</li> <li>Allocate trained personnel to key functions and roles at NCC where possible</li> <li>Provide staff to establish and operate the NCC until a Response Plan is agreed by NMG</li> <li>Provide representatives (including Chairs) on CCEAD and NMG that have relevant training and are provided and supported for decision-making throughout any EADRA activity</li> <li>Provide representatives to serve on working groups when possible and required (their salary costs would not be eligible for Cost Sharing)</li> </ul> |
| <b>Financial systems</b>                                 | Clause 11 and Schedule 7<br><br>Clause 13 and Schedules 10 and 11   | <ul style="list-style-type: none"> <li>Have system/s in place for preparation of budgets and capture and reporting of eligible costs related to an EAD response.</li> <li>Maintain appropriate funding arrangements to meet Cost Sharing obligations of AG and, where needed, to initially meet the Cost Sharing obligations of the affected industry(ies)</li> </ul>   |

| EAD Function                                  | EADRA Ref   | Normal Commitment   |
|---|---|---|
|   |   | <ul style="list-style-type: none"> <li>• Maintain appropriate (levy and other) arrangements to facilitate industries meeting their Cost Sharing obligations, where needed</li> </ul>  |
| <b>Information systems</b>                    | Clause 7.2 and Schedule 5 Part 1 AUSVETPLAN Control Centre Management Manual  | <ul style="list-style-type: none"> <li>• Maintain the ability to establish information management systems consistent with agreed national policy and operational plans</li> <li>• Undertake emergency response information management requirements during the Incident Definition Phase</li> </ul>  |
| <b>EAD Response Plan</b>                      | Clauses 7 and 9 and Schedule 4<br><br>Clause 7.2 and Schedule 5 Part 1 AUSVETPLAN Control Centres Management Manual | <ul style="list-style-type: none"> <li>• Prepare an EAD Response Plan for the AG within a timeframe agreed by CCEAD, if required</li> <li>• Assist with preparation of EAD Response Plan(s) during the Incident Definition Phase, if required, through the <ul style="list-style-type: none"> <li>○ Coordination of national strategies</li> <li>○ Provision of strategic analysis for EAD control options</li> <li>○ Provision of technical policy advice and assistance to affected jurisdictions on national and international issues</li> </ul> </li> </ul>   |
| <b>Scientific and technical policy advice</b> | Clauses 7 and 9 and Schedule 4<br><br>Clause 7.2 and Schedule 5 Part 1 AUSVETPLAN Control Centre Management Manual  | <ul style="list-style-type: none"> <li>• Maintain the ability to provide strategic analysis for EAD control options, including their broader and longer term implications</li> <li>• Maintain the ability to provide technical policy advice and assistance to the affected jurisdiction on national and international issues</li> <li>• Maintain the ability to provide epidemiological modelling to support strategic decision making</li> <li>• Maintain the ability to provide scientific and technical policy advice to CCEAD</li> </ul> <p>For the avoidance of doubt:</p> <ul style="list-style-type: none"> <li>• Incidental costs for working group participants could be Cost Shared under an agreed Response Plan</li> </ul> |

| EAD Function       | EADRA Ref                 | Normal Commitment   |
|--------------------|---------------------------|---|
| <b>Evaluation</b>  | Clause 13 and Schedule 11 | <ul style="list-style-type: none"> <li>• Ensure systems and capability are in place to enable audits and reports on progress of response (including efficiency and financial audits)</li> </ul>   |
| <b>Biosecurity</b> | Clause 14                 | <ul style="list-style-type: none"> <li>• Department of Agriculture is the lead agency for the Australian Government’s core biosecurity business efforts. Department of Agriculture manages quarantine controls at our borders to minimise the risk of exotic pests and diseases entering the country. Department of Agriculture also provides import and export inspection and certification to protect Australia's animal, plant and human health status and wide access to overseas export markets. Department of Agriculture also works closely with other Australian Government agencies to fulfil its biosecurity-related responsibilities.</li> </ul> |

### **EADRA: Animal Health Australia Normal Commitments**

Animal Health Australia is involved in a number of both core- and special-funded programs that support Australia's governments and livestock industries to prepare for, and mount, timely and effective EAD responses.

AHA's 'normal commitments' differ in nature to those of governments and industry bodies but are consistent in their approach. They include, for example, those activities undertaken in the incident definition phase of an EAD response (prior to any agreement from NMG to cost-share the response) and those capabilities that need to be maintained to enable AHA's response functions to be effectively undertaken. Collectively, these 'normal commitments' are supported through core funding from AHA's Members and are not eligible for cost-sharing under EADRA.

AHA's involvement in special-funded programs, such as the Rapid Response Team (RRT) and foot-and-mouth disease (FMD) and anthrax vaccine banks, contribute to Australia's EAD preparedness and response but do not form part of AHA's 'normal commitments' as such because they are discreet special projects with their own funding mechanisms. In an emergency response, AHA's assistance with the RRT or the activation of vaccine banks – where not already covered by existing funding arrangements for these projects – may be eligible for cost-sharing, subject to the agreement of NMG.

As is the case for governments and industry bodies, AHA's functions in an EAD response are broader than those documented here. Activities undertaken to fill these functions (such as the engagement of financial auditors, administration of progressive cost-sharing, etc) may be eligible for cost-sharing by Relevant Parties, subject to the agreement of NMG.

### ANIMAL HEALTH AUSTRALIA'S 'NORMAL COMMITMENTS'

| EAD Function                        | EADRA Reference   | 'Normal Commitment'   |
|-------------------------------------|---|---|
| <b>EADRA consultations</b>          | Clause 12 and Schedule 8  | <ul style="list-style-type: none"> <li>• Participate (as an observer) in meetings of the Consultative Committee on Emergency Animal Diseases (CCEAD) and the National Management Group (NMG) to ensure relevant provisions of the EADRA are considered.</li> <li>• Facilitate industry representation at CCEAD and NMG meetings; for example by: maintaining a list of representatives nominated by their Industry Party; providing training in the functioning of CCEAD and NMG; and, developing and facilitating the completion a Confidentiality Deed Poll by nominated industry representatives.</li> </ul> |
| <b>Support for Affected Parties</b> | Clauses 9.2 and 12.3, Schedule 4  | <ul style="list-style-type: none"> <li>• Provide Members with information relating to trained and accredited response personnel</li> </ul>  |
| <b>CCEAD and NMG training</b>       | Clause 12.3   | <ul style="list-style-type: none"> <li>• Provide training for the pool of government and industry Parties that could participate in CCEAD and NMG</li> </ul>  |
| <b>Response planning</b>            |   | <ul style="list-style-type: none"> <li>• Develop and regular review of AHA's Incident Response Plan</li> <li>• Exercise AHA's Incident response Plan</li> </ul>   |
| <b>Personnel</b>                    | Clauses 9.2 and Schedule 4  | <ul style="list-style-type: none"> <li>• Provide staff to fulfil AHA's response functions until an EADRP, including cost sharing, is agreed by NMG</li> <li>• Provide AHA observers to CCEAD and NMG with relevant training and support</li> </ul>  |
| <b>Communication</b>                | Clause 7.2 and Schedule 5 Part 3 AUSVETPLAN Resource document: Biosecurity Incident Public Information Manual | <ul style="list-style-type: none"> <li>• Prepare and distribute all notifications required to meet AHA's obligations under EADRA</li> <li>• Participate in the Biosecurity Incident National Communications Network (NCN)</li> </ul>  |

| EAD Function                | EADRA Reference                            | 'Normal Commitment'   |
|-----------------------------|--|---|
| <b>Financial management</b> | Clauses 10, 11 and 13<br>Schedules 6 and 7 | <ul style="list-style-type: none"> <li>• Monitor and administer the application of cost-sharing principles under EADRA</li> <li>• Have auditable system/s in place for the preparation of budgets and capture and reporting of eligible costs related to an EAD response, including administration of progressive cost-sharing and substantiation of AHA's costs</li> <li>• Maintain appropriate funding arrangements to initially meet costs arising from involvement in an EADRP</li> </ul> |
| <b>Evaluation</b>           | Clause 13 and Schedule 11                  | <ul style="list-style-type: none"> <li>• Maintain the capability to engage an independent Financial Auditor to conduct an external audit of the financial records of the Lead Agency(ies)</li> </ul>  |