EADRA GUIDANCE DOCUMENT Normal Commitments for Parties to the Emergency Animal Disease Response Agreement

SUMMARY OF GUIDANCE AND RECCOMENDATIONS

- "Normal Commitments" are defined in clause 2.1 of the EADRA as "A Party's business as usual costs that underpin a Party's capability and capacity to detect and respond to a suspect or confirmed EAD in a manner and extent consistent with this Deed and AUSVETPLAN. Normal Commitments are a Party's activities and resource commitments to EAD management that are not eligible for Cost Sharing."
- 2. Normal Commitments may be seen as the acceptable minimum level of activities and resource commitment that all Parties have agreed to undertake to prepare and respond effectively to an EAD.
- 3. All EADRA Parties will provide transparency to other Parties on their ability to meet their agreed Normal Commitments
- 4. A Party's delivery of Normal Commitments provides assurances to all other Parties that each Party is delivering on its obligations and responsibilities under the Deed.
- 5. Normal Commitments consist of:
 - a. Principles of Normal Commitments which are the same and apply to all Parties to the EADRA (<u>Appendix A</u>)
 - b. Normal Commitments that apply to all Parties as part of preparedness outside of an EAD Response but may also be applicable during an EAD response (<u>Appendix B</u>)
 - c. Normal Commitments that apply to State and Territory Government Parties (<u>Appendix C</u>)
 - d. Normal Commitments that apply to Industry Parties (Appendix D)
 - e. Normal Commitments that apply to the Australian Government (<u>Appendix E</u>)
 - f. Normal Commitments that apply to Animal Health Australia (<u>Appendix F</u>).
- 6. Normal Commitments for all Parties to the EADRA are agreed by all other Parties.
- 7. Normal Commitments for all Parties to the EADRA are formally reviewed every five years, or earlier, if required.

PURPOSE OF THIS DOCUMENT

- This guidance document is provided to Parties to the Emergency Animal Disease Response Agreement¹ (EADRA) to facilitate a common understanding and provide greater clarity of the principles and definition of Normal Commitments for all Parties to the EADRA and as guidelines for decision-making in the case of a cost-shared response.
- 2. This guidance document should be read in conjunction with the EADRA. If there is any conflict between the EADRA and this guidance document, then the provisions of the EADRA will take precedence over the guidance document.

BACKGROUND

- 3. When originally signed in 2002, Parties to the Emergency Animal Disease Response Agreement (EADRA) 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)].
- 4. The initial focus of the development of what would later become known as "Normal Commitments" was on the obligations of state/territory governments.
- 5. Subsequently, Industry Parties, the Australian Government and Animal Health Australia (AHA) also agreed to develop complementary Normal Commitments.
- 6. Normal Commitments was a major topic of discussion at every EADRA Workshop between 2003 and 2016. Although broad support for the concept was expressed, consensus by all Parties on the detail remained elusive.
 - a. The EADRA Workshop (2011) endorsed the Principles of Normal Commitments that had been developed by AHA, PHA and NBC between 2008 and 2010
 - b. Normal Commitments for all Parties to the Deed were endorsed by the EADRA Workshop for:
 - i. State/Territory Governments and Industry Parties (2012)
 - ii. Australian Government (2015)
 - iii. AHA (2016)
- 7. The EADRA Workshop (2016) agreed that Normal Commitments would be reviewed regularly every five years, in the year after the five-year review of the EADRA.
 - a. These reviews should also consider the work of other groups, such as those undertaking relevant work on other cost-sharing agreements.
- 8. The EADRA Workshop (2018) agreed to a:
 - a. Definition of Normal Commitments to be included in clause 2.1 of the EADRA

¹ <u>https://www.animalhealthaustralia.com.au/what-we-do/emergency-animal-disease/ead-response-agreement/</u>

- i. "Normal Commitments" means a Party's "business as usual" costs that underpin a Party's capability and capacity to detect and respond to a suspect or confirmed EAD in a manner and extent consistent with this Deed and AUSVETPLAN. Normal Commitments are a Party's activities and resource commitments to EAD management that are not eligible for Cost Sharing."
- b. Variation to **clause 15** of the EADRA to confirm that Normal Commitment did not only apply to "Government" but to all Parties to the EADRA.

WHAT ARE NORMAL COMMITMENTS?

- 9. The purpose of defining Normal Commitments is to ensure that Parties understand and agree to 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.
- 10. Normal Commitments may be seen as the acceptable minimum level of activities and resource commitment that all Parties have agreed to undertake to prepare and respond effectively to an EAD.
- 11. A Party's delivery of Normal Commitments provides assurances to all other Parties that each Party is delivering on its obligations and responsibilities under the Deed.
- 12. 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 (<u>Attachment A</u>). 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 (EPPRD²) and the National Environmental Biosecurity Response Agreement (NEBRA³).
- 13. The Normal Commitments for all Parties are provided in <u>Attachments B-F</u>. 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(s)' needs for consistency across the Deeds.

Animal Health Australia

January 2020

² www.planthealthaustralia.com.au/biosecurity/emergency-plant-pest-response-deed/

³ https://www.coag.gov.au/about-coag/agreements/national-environmental-biosecurity-response-agreement-nebra

ATTACHMENTS

Appendix A:	Principles of Normal Commitments
Appendix B:	Normal Commitments that apply to all Parties as part of preparedness outside of an EAD Response
Appendix C:	State and Territory Government Party Normal Commitments
Appendix D:	Industry Party Normal Commitments
Appendix E:	Australian Government Normal Commitments
Appendix F:	Animal Health Australia Normal Commitments

Appendix A

Principles of Normal Commitments

The principles of Normal Commitments are the same for all Parties to the Emergency Animal Disease Response Agreement (EADRA).

a) Scope of Normal Commitments

The scope of Normal Commitments includes the capability and capacity necessary to detect and respond to a suspect or confirmed EAD in a manner and extent consistent with the EADRA and AUSVETPLAN⁴.

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

b) Costs of Normal Commitments

The costs of meeting normal commitment obligations are not eligible for Cost Sharing under the EADRA⁵, regardless of how the obligations are met.

Reasonable costs of Response Plan activities that are clearly identifiable as additional to Normal Commitment⁶ are eligible for Cost Sharing, regardless of how those activities are undertaken.

c) 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 EADRA⁷. and AUSVETPLAN

d) Response in the national interest

EADRA Parties must respond to EAD Incidents in the national interest⁸, recognising that government Parties cannot contravene their responsibilities under their own legislation⁹ and/or the Australian Constitution.

e) Obligation for personnel to meet EADRA requirements

EADRA Parties will ensure their personnel and stakeholders understand and meet their responsibilities under the EADRA¹⁰ and, consequently, AUSVETPLAN.

⁴ Clause 2.1 – Definition of Normal Commitment

⁵ Clause 2.1 – Definition of Normal Commitment; clause 10.1 Cost Sharing – Incident Definition Phase; clause 15 (b)

⁶ Principals for Cost Sharing in the EADRA Guidance Document: Consequential Loss

⁷ Clause 2.1 – Definition of Normal Commitment; clause 15 Commitment of Party Resources to EAD Response Capacity

⁸ Clause 2.1 – Definition of Emergency Animal Disease (EAD); Schedule 3 Part 1

⁹ Clause 1 B(a), clause 21

¹⁰ Clause 9.2, 12.3 and 12.4: Training; clause 14: Biosecurity; clause 15(b): Normal Commitments; clause 15(d) Performance Standards

f) Obligation to have access to necessary resources

All Parties will take reasonable steps to enable them to access any resource¹¹ necessary to implement their obligations under an EAD Response Plan¹².

This recognises that the normal commitment obligation under the EADRA binds the 'whole of government' or 'whole of industry'. Therefore, EADRA Parties should have 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.

g) Incident Definition Phase

Subject to exceptions specified in the EADRA¹³, activities required during the Incident Definition Phase¹⁴, 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.

h) Normal Commitments throughout a response

Normal Commitment functions will apply through all phases of an EAD response and all Parties to the EADRA will continue to meet and fund their own Normal Commitments throughout an EAD response.

Only those response costs that are demonstrably above Normal Commitments and included in an approved EAD Response Plan, will be eligible for Cost sharing under the Deed.¹⁵

i) Transparency to other Parties

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

This is currently enabled by internal assessment and annual reporting of current status and change over time but in the future may be expected to comprise periodic independent assessment and reporting.

¹¹ Clause 15: Commitment of Party Resources to EAD Response Capacity

¹² Clause 7: Developing an EADRP; Clause 9: Management of an EADRP

¹³ Clause 10.1 (b) "Compensation Costs to Owners" or "diagnostic costs", provided NMG has agreed

¹⁴ Clause 10.1: Cost Sharing – Incident Definition Phase

¹⁵ Principles in the EADRA Guidance Document: Consequential Loss

Appendix B

EADRA Normal Commitments that apply to all Parties as part of preparedness outside of an EAD Response

The Normal Commitments detailed here define obligations and responsibilities under the EADRA that apply to all Parties to the EADRA. Each Party will meet their EADRA obligations and responsibilities in a manner appropriate to their organisation.

These Normal Commitment are mostly applicable to activities prior to an EAD response as part of preparedness but may also be applicable during an EAD response.

The table includes the following elements:

- **EAD functions** The functions required under the EADRA to prepare for an EAD Incidents
- EADRA Ref relevant EADRA clause or Schedule, EADRA Guidance Document, EADRA Reference Documents 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, Schedule, EADRA Guidance Document, EADRA Reference Document or AUSVETPLAN should be consulted.

EAD Functions	EADRA Ref	Normal Commitment
Administration of the Deed	Clause 1 Clause 17 Clause 18	 Provide an authorised representative to participate in the annual EADRA workshop Participate in and facilitate the formal approval process for variations to the Deed and amendments to the schedules
		•

EAD Functions	EADRA Ref	Normal Commitment
	Clause 4.2 – 4.5	Participate in processes for admission, withdrawal, replacement and removal of Parties
	Clause 4.6	 Maintain Membership of AHA and meet any obligation and responsibilities as members of AHA under the AHA constitution¹⁶ and AHA's Member Charter¹⁷ (e.g. attendance and participation at AHA AGM, members' forum, and meet financial obligations as a member of AHA etc.)
	Clause 2.1 Definition of Normal Commitments Clause 3.2 Clause 7.2 and Schedule 5 Schedule 1 (s)	 Participate in the formal review of the EADRA every five years Maintain the currency and fitness for purpose of EADRA and AUSVETPLAN by participating in workshops and working groups for EADRA and AUSVETPLAN
Biosecurity	Clause 14	 Acknowledge and develop a program of risk reduction measures, including: Biosecurity measures at national regional and individual premises (farm) level An ongoing process of risk mitigation: Develop Government biosecurity statements/strategies and Industry biosecurity plans Review Government biosecurity statements/strategies a and Industry biosecurity plans at least every five years. Develop and implement legislation to support biosecurity measures

 ¹⁶ <u>https://www.animalhealthaustralia.com.au/who-we-are/about/</u>
 ¹⁷ <u>https://www.animalhealthaustralia.com.au/who-we-are/information-for-members/members/</u>

EAD Functions	EADRA Ref	Normal Commitment
		 Develop and participate in a national communications program during an EAD response e.g. National Biosecurity Communication and Engagement Network (NBCEN) and during non-response times. Assess status and implementation of Government biosecurity statements/strategies and Industry biosecurity plans and; Report annually to all Parties on status, changes and implementation of Government biosecurity
Normal Commitments ¹⁸	Clause 15	 statements/strategies and Industry biosecurity plans. Develop and document normal commitments for approval by all Parties. Review normal commitments at least every five years, in the year following the EADRA five-year review. Assess status and implementation of normal commitments. Report annually on status and progress of implementation of normal commitments to all Parties.
National Animal Health Performance standards (NAHPS)	Clause 15	 Develop and document NAHPS for approval by all Parties¹⁹. Review NAHPS at least every five years. Assess status and implementation of NAHPS. Report annually on status and progress of implementation of NAHPS to all Parties.
Training	Clause 9.2 Clause 12.3 Clause 12.4	 Where possible, as part of a response, use appropriately trained personnel to implement a response and/or provide just in time training As part of preparedness have appropriate numbers of personnel trained to participate in a response Government and Industry Representatives on CCEAD and NMG should, where possible, complete a training program, to be conducted by Animal Health Australia, in respect of their responsibilities and the principles of EAD responses

¹⁸ "Normal Commitments" means a Party's "business as usual" costs that underpin a Party's capability and capacity to detect and respond to a suspect or confirmed EAD in a manner and extent consistent with this Deed and AUSVETPLAN. Normal Commitments are a Party's activities and resource commitments to EAD management that are not eligible for Cost Sharing."
¹⁹ All Parties to the EADRA have agreed that governments will use a modified OIE Performance of Veterinary Services assessment to monitor and evaluate NAHPS related to the delivery of veterinary services and may also utilise the maturity matrix developed for the National Biosecurity Committee (NBC) to assess other elements of the animal health system and that Industry Parties will use national animal health performance benchmarks for industry and an evaluation tool to monitor performance status and progress over time.

EAD Functions	EADRA Ref	Normal Commitment
		 Personnel who have undergone training for CCEAD and NMG should, where possible, undergo refresher training at least every five years, or more frequently if any significant changes have been made to the EADRA or its processes. Industry Parties have appropriate numbers of suitably qualifies persons to perform the function of SCC or LCC Liaison Livestock Industry (LLI) who have completed a training program, to be conducted by Animal Health Australia, in respect of their responsibilities and the principles of EAD responses. Personnel who have undergone training for the LLI function should, where possible, undergo refresher training at least every five years, or more frequently if any significant changes have been made to the EADRA or its processes. Assist AHA in maintaining currency of lists of: Government and industry representatives trained to participate in NMG and CCEAD Industry personnel to perform the function of SCC or LCC Liaison Livestock Industry (LLI) Lists are maintained by AHA and provided to NMG / CCEAD Secretariat or the CVO or the SCC/LCC, as appropriate, on request. Review training at least every five years Assess status and implementation of training. Report annually on status and progress of implementation of training to all Parties.
Information systems	Clause 7.2 (a) and Schedule 5 Part 1 AUSVETPLAN Control Centre Management Manuals	 Parties will maintain an information management system that will facilitate national collation and sharing of data and information related to EADs

EAD Functions	EADRA Ref	Normal Commitment
	and Laboratory preparedness Manual	
Exercise and Evaluation	Clause 15	 Conduct or participate in exercises as part of preparedness to test response capability and capacity on a regular basis. Conduct or participate in evaluation or review of exercises run as part of preparedness, preferably in consultation with other Affected Parties

EADRA: State and Territory Government Party Normal Commitments

The Normal Commitments detailed here define State and Territory Government Party obligations and responsibilities under the EADRA. Each Government Party will meet their EADRA obligations in a manner 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 EADRA clause or Schedule, EADRA Guidance Document, EADRA Reference Documents 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 Schedule, EADRA Guidance Document, EADRA Reference Document or AUSVETPLAN should be consulted.

EAD Functions	EADRA Ref	Normal Commitment
Reporting Systems	Clause 5.1(a)	Awareness programs are in place to promote reporting.
		• Internal systems ensure incidents are reported and promptly communicated to the CVO.
		• Give formal notification to the CCEAD within 24 hours of becoming aware of an incident

EAD Functions	EADRA Ref	Normal Commitment
Investigation of suspect or confirmed EAD incidents and activities undertaken during Incident Definition Phase	Clause 6.1 and 10.1	 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: Field visit/s to undertake investigations, collect and transfer necessary samples and information to establish the nature of the Incident; Investigations to initially delimit the extent of the EAD and the restricted and control areas; Liaison with federal, state, local government, industry and other organisations
Tracing	Clause 10.1	 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. For the avoidance of doubt: This also applies to tracing activities when new jurisdictions are implicated in an EAD Incident. 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.
Surveillance	Clause 10.1	 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. For the avoidance of doubt:

EAD Functions	EADRA Ref	Normal Commitment
		 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 Delimiting surveillance undertaken during the Incident Definition Phase in unknown risk areas (e.g. jurisdictions not known to be infected) are not eligible for Cost Sharing under a Response Plan. CCEAD will determine which areas are risk and unknown or low risk areas in relation to the EAD Incident.
Quarantine and movement restrictions	Clause 10.1	 Maintain the capability and capacity to implement quarantine measures and movement restrictions as required under AUSVETPLAN during the incident definition phase Maintain jurisdictional legislation required to implement quarantine measures and movement restrictions, including the ability to declare restricted and control areas Undertake quarantine activities on known infected or suspect premises to contain the EAD within the Quarantine Area during the Incident Definition Phase.
Destruction and disposal	Clause 10.1	 Maintain the capability and capacity to implement destruction and disposal measures as required under AUSVETPLAN during the incident definition phase Maintain jurisdictional legislation required to implement destruction and disposal measures Have processes in place to ensure bio-secure transport of materials should it become necessary for disposal off-farm
Compliance and Enforcement	Clause 10.1 Clause 7.2 and Schedule 5 Part 1	Maintain the capability and capacity to implement compliance and enforcement activities required to contain the EAD.

EAD Functions	EADRA Ref	Normal Commitment
	AUSVETPLAN Control Centre Management Manuals	Undertake all compliance and enforcement activities to contain the EAD within the Quarantine Area during the Incident Definition Phase
Diagnostic services	Clause 10.1 Clause 7.2 and Schedule 5 Part 1 AUSVETPLAN Laboratory Preparedness Manual	 Maintain access at all times to diagnostic services to undertake initial screening and/or diagnosis of potential EADs or unknown diseases. Undertake all diagnostic activities during the Incident Definition Phase including preliminary diagnosis (i.e. preliminary diagnosis of a new occurrence of an EAD and independent confirmation as needed). For the avoidance of doubt, AAHL is the most likely confirmatory laboratory. Maintain the capability to activate and oversee large scale diagnostic services for significant industry sectors in the jurisdiction. Laboratory services used meet relevant national laboratory standards. Nationally standardised diagnostic procedures are used where available. Collection and submission of samples to laboratories follows a documented process as described in AUSVETPLAN Management Manual: Laboratory Preparedness.
Notifications/ communication	Clause 5.1(a) Clause 7.2 and Schedule 5 Part 3	 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. Prepare and distribute all notifications required under AUSVETPLAN, EADRA and state/territory legislation.

EAD Functions	EADRA Ref	Normal Commitment
	Biosecurity Incident Public Information Manual	 Prepare and distribute all progress reporting and public communications relating to the EAD Incident. Significant increases in communication activities and associated communication costs that are specific to an EAD response and additional to business as usual may be considered for Cost Sharing if they are included in an approved EADRP.
Legislation	Clause 1 B (a) Clause 14 (c) (iii) Clause 27	 Maintain effective legal and legislative arrangements to manage emergency responses in an effective and timely manner. Undertake all legislative functions and ensure the appropriate legal framework is in place to undertake all elements of an EAD response.
EAD Response Plan	Clauses 7 Clause 9 Schedule 4 EADRA Guidance Document: Development of an Emergency Animal Disease Response Plan EADRA Guidance Document: Appointment of Industry Personnel in an EAD Response	 Prepare an EAD Response Plan within a timeframe agreed by CCEAD. Where possible, and at the CVO's discretion, invite readily available representatives of Affected industry Parties (EADRA Signatories) to participate in the initial preparation or subsequent review and updating of the EADRP at the earliest opportunity. 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

EAD Functions	EADRA Ref	Normal Commitment
Control Centres and infrastructure	Clause 7.2 (a) and Schedule 5 Part 1 AUSVETPLAN Control Centres Management Manual and the Laboratory Preparedness Manual	 Maintain the capability to establish an SCC and LCC at short notice in accordance with the AUSVETPLAN Control Centres Management Manuals. Additional infrastructure may be Cost Shared, and this must be outlined in approved EADRP
Personnel	Clause 9.2 Clause 12.4	 Appropriate numbers of skilled and trained personnel are available to conduct field investigations, diagnosis and response activities. Key functions at SCC and LCC are allocated to trained personnel, where possible Lead Agency(s) to provide staff to establish and operate an SCC and all LCCs until a Response Plan is agreed by NMG. Representatives on CCEAD and NMG have appropriate training and are provided and supported for decision-making throughout any EAD activity. Representatives are provided to serve on workshops and working groups, when required (their salary costs would not be eligible for Cost Sharing)
Animal welfare	Clause 7.2 (a) and Schedule 5 Part 3 EADRA Guidance Document: Livestock Welfare	 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. Liaise with state/territory and national organisations on animal welfare

EAD Functions	EADRA Ref	Normal Commitment
	Management and Compensation Principles for Parties to the Emergency Animal Disease Response Agreement AUSVETPLAN Livestock Welfare and Management Manual	Provide public communications, including on animal welfare matters.
Financial systems	Clause 11 Clause 13 Schedule 10 Schedule 11 EADRA Reference Document: Business Rules for Accounting and Cost Sharing under the Emergency Animal Disease Response Agreement	 Systems are in place for preparation of budgets and capture and reporting of financial information. Oversight of financial management by a management accountant is provided throughout the response. Present monthly claims, to AHA for cost sharing and settlement, in a format as set by AHA's Business rules.

EAD Functions	EADRA Ref	Normal Commitment
Information systems Scientific advice	Clause 7.2 (a) and Schedule 5 Part 1 AUSVETPLAN Control Centre Management Manuals and Laboratory preparedness Manual Clauses 7 and 9	 Maintain the ability to establish information management systems consistent with agreed national policy and operational plans Undertake emergency response information management requirements during the Incident Definition Phase Maintain the ability to obtain scientific advice, assessments of potential impact (including
	and Schedule 4	 economic and social), epidemiological analysis, and any other technical justification of activities. Provide scientific advice to the CCEAD. For the avoidance of doubt: Incidental costs for working group participants could be Cost Shared under an agreed EADRP
Evaluation	Clause 13 and Schedule 11 Clause 15	 Systems and capability in place to enable audits and reports on progress of response (including efficiency and financial audits). Maintain the ability to conduct debriefs. Conduct an evaluation or review, preferably in consultation with other Affected Parties, for all Cost Shared EAD responses

EAD Functions	EADRA Ref	Normal Commitment
		• Implement corrective action to address issues and gaps identified by such reviews and any implications for the EADRA, AUSVETPLAN, CCEAD or NMG

EADRA: Industry Party Normal Commitments

The Normal Commitments detailed here define obligations and responsibilities under the EADRA that apply to Industry Parties to the EADRA. Each Industry Party will meet their EADRA obligations and responsibilities in a manner appropriate to their organisation.

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:

- EAD functions the functions required under the EADRA to detect, respond to and manage suspected or confirmed EAD Incidents.
- **EADRA Ref** relevant EADRA clause or Schedule, EADRA Guidance Document, EADRA Reference Documents 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.

Generic guidelines with practical suggestions for implementation are also provided, noting that each Industry Party will meet their EADRA obligations in a way appropriate to their industry.

Note: This is a summary only. For the full and technically accurate explanation the relevant EADRA clause, Schedule, EADRA Guidance Document, EADRA Reference Document or AUSVETPLAN manual should be consulted.

Responsibility	EADRA Ref	Normal Commitment
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 orTerritory authority within 24 hours of becoming aware of an Incident.E.g. Industry Parties should regularly communicate (at least annually) with industry participants on theneed to report potential EAD incidents, and the method(s) for reporting.
Use of qualified personnel	Clause 9.2 and Clause 12.3(b)(ii) 12.3 (c) and Schedule 8	 Industry Representatives on CCEAD and NMG should, wherever possible, complete a training program, to be conducted by Animal Health Australia, in respect of their responsibilities and the principles of EAD responses Industry representatives performing the function of SCC or LCC Liaison – Livestock Industry should, wherever possible, complete a training program, to be conducted by Animal Health Australia, in respect of their responsibilities and the principles of EAD responses Industry representatives performing other functions within the SCC and LCC should receive appropriate training from the affected jurisdiction (e.g. Just- in - time training) or their agricultural organisation in respect of their responsibilities and the principles of EAD responses Appropriate numbers of skilled and trained personnel are available to participate in EAD responses Industry Parties should assist AHA in maintaining the currency of lists of personnel trained to participate in NMG, CCEAD and to perform the function of Liaison – Livestock Industry at SCC and LCC CCEAD by providing relevant information, as required. Wherever possible, Industry Parties should allocate personnel who are suitably skilled and knowledgeable (based on experience and/or training) to understand and perform their designated EAD response functions. Descriptions of functions within a control centre are available in the AUSVETPLAN Control Centre Management Manual – Part 2

Participate in consultation and	Clause 12	Annually nominate properly authorised Industry Party Representatives to AHA in writing
decision-making processes	and Schedule 8	Participate effectively in consultation and decision-making processes
	Clause 12.3(b) (v) and Schedule 9	 E.g. Industry Parties should maintain and annually provide to AHA a register of trained representatives for NMG, CCEAD, and Liaison - Livestock Industry function in SCC and LCC. Industry representatives will need to sign a confidentiality deed poll (NMG, CCEAD or Liaison) as part of the training program or prior to participating in the response activity and should be authorised using appropriate delegations for their participation (e.g. a Board delegation to authorise an NMG Representative). It is encouraged that arrangements are in place to ensure effective internal communication between representatives and their organisation and stakeholders. Representatives are required to be appropriately briefed to attend all meetings in which the industry is an Affected Party or Relevant Party. Best practice would be to have a succession plan for key representatives and EAD response functions specified above.
Ensure personnel participate in accordance with the EADRA	Clause 9.2 and Schedule 4 Clause 12.3 Clause 7.2 and Schedule 5	 Industry Parties must ensure their personnel who participate in EAD response functions do so in accordance with the terms of the EADRA and consequently AUSVETPLAN. This could include establishment of policies and procedures or training among other things. <i>E.g.</i> <i>Industry Parties will have appropriate arrangements in place for personnel who may participate in any EAD response function</i> <i>A description of all functions within a control centre are available in the AUSVETPLAN Control centre Management Manuals</i>

		 This framework is intended to act as a checklist for EAD response 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. 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 could be fully devoted to the incident.
Protection of confidential and personal information.	Clause 28 Clause 30 Clause 31 Clause 12.3(b) (v) and Schedule 9	 Industry Parties must have processes and procedures in place for the protection of personal and confidential information E.g. Industry Parties should establish processes which provide for verification that personnel understand what constitutes protection of personal and confidential information with respect to the EADRA
Compensation	Clause 10 and Schedule 6	 Industry Parties must work with Affected jurisdictions to determine compensation for producers; engage in revisions of the AUSVETPLAN Operational Procedures Manual: Valuation and Compensation. Noting that Compensation is determined by jurisdictional legislation and process Cost sharing of eligible response costs, including compensation, is determined by processes described in the EADRA, identified in the EADRP and approved by NMG on the advice of CCEAD E.g. Industry Parties should 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 and processes described in the valuation and compensation and compensation manual require updating.

Cost Sharing, Funding and	Clause 10	Industry Parties must have arrangements in place to meet initial costs arising from involvement in the
Accounting for a Response	and	EAD Response Plan
Plan	Schedule 6	
	Clause 11	E.g.
	and	• Industry Parties should maintain sufficient financial capacity to meet costs of involvement in a
	Schedule 7	Response Plan (as described in this framework) by the industry representative body (e.g. initial
	Clause 13	development and review of the EADRP, attendance at CCEAD and NMG meetings).
	and	\circ Note that this is not expected to be a significant amount (if at all) in most
	Schedule 10	circumstances, as most costs of a response are operational costs of the Lead Agency.
	and	• During implementation of the EADRP, Affected Parties will implement cost-sharing principles
	Schedule 11	
		Industry Parties must have arrangements in place to ensure that industry can meet the Cost Sharing
		obligations of a Response Plan agreed by NMG
	EADRA	
	Reference	E.g.
	Document:	• Industry Parties may request the Australian Government to initially underwrite the Affected
	Business	Industry(s) Cost Sharing obligations
	Rules for	• Industry Parties must establish a mechanism to enable the industry share of costs to be funded.
	Accounting	• Usually this involves establishment of statutory levy ²⁰ set at zero initially.
	and Cost	• As and when necessary, the Industry Party will take steps to activate the levy at an appropriate rate.
	Sharing	• Another option is to establish a contingency fund to increase financial capacity of the industry.
	under the	
	Emergency	Industry Parties must ensure accounting systems are in place to allow tracking of shared and non-shared
	Animal	costs incurred by the Industry Party as part of the response as per the EADRA and presented to AHA on
	Disease	bosts meaned by the madshy rarry as part of the response as per the Exploration presented to AnA of

²⁰ As described in the Australian Government Levy Principles and Guidelines <u>https://www.agriculture.gov.au/ag-farm-food/levies/publications</u>

	Response	a monthly basis (or such other frequency agreed by NMG), in a format consistent with the EADRA and
	Agreement	the AHA Business Rules for Accounting and Cost Sharing.
		E.g. Industry Parties should use a financial management system that allows the costs of participation in an EAD response to be tracked and accounted for according to EADRA and the AHA Business Rules
Evaluation	Clause 13 and Schedule 11	 Participate or conduct an evaluation or review, preferably in consultation with other Affected Parties, for all Cost Shared EAD responses Implement corrective action to address issues and gaps identified by such reviews and any implications for the EADRA, AUSVETPLAN, CCEAD or NMG
		E.g. Industry Parties should arrange for staff to participate in any Government, Industry or combined review(s) of all Cost Shared EAD Reponses and implement appropriate actions to address issues and gaps identified in the review
Industry communications	Clause 14 (c) (iv) AUSVETPLAN Management	Communicate with their industry as part of implementing the communication strategy in the Response Plan <i>E.g.</i>
	Manuals	 Industry Parties must maintain the capacity and capability to regularly communicate with their industry Noting that this includes not only their Members, but also the wider industry sector that the Industry Party(s) represents as signatories to the EADRA and the producers that pay the levy that ultimately funds the Industry Share of the EAD response costs Communication should be actively practised in "non-outbreak times" so that it can be used effectively when needed in a response. During an EAD Incident, the Industry Party(s) should conduct communications as agreed by CCEAD and NMG through all phases of the response

Animal Welfare	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 (under legislation) and provisions under the EADRA Work with government and other relevant organisations on prevention and management of animal welfare issues during an EAD
	AUSVETPLAN Livestock Welfare and Management Manual Clause 15	 E.g. Industry Parties should: regularly communicate with industry participants on welfare issues that could arise during an EAD encourage the development of on-farm animal welfare plans for use in an EAD provide a suitable nominee(s) to participate in working groups on welfare issues as needed include animal welfare in Industry QA programmes

EADRA: Australian Government Normal Commitments

The Normal Commitments detailed here define obligations and responsibilities under the EADRA that apply to Australian Government. The Australian Government will meet its EADRA obligations and responsibilities in a manner appropriate to the organisation.

If the Australian Government is performing the function of a Lead Agency in an EAD response, then these Normal Commitments should be read in conjunction with State and Territory Government Party Normal Commitments in <u>Appendix C</u>, as appropriate.

The table includes the following elements:

- **EAD functions** The functions required under the EADRA to prepare for, respond and manage an EAD Incidents.
- **EADRA Ref** relevant EADRA clause or Schedule, EADRA Guidance or EADRA Reference Documents 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 Schedule, EADRA Guidance Document, EADRA Reference Document or AUSVETPLAN should be consulted.

EAD Function	EADRA Ref	Normal Commitment
National coordination	Clause 7.2 and Schedule 5 Part 1 AUSVETPLAN Control Centres Management Manual	 Convene, chair and provide secretariat support to Consultative Committee on Emergency Animal Diseases (CCEAD) and National Management Group (NMG) Coordinate national response strategies and monitor state/territory activities Set up a National Coordination Centre (NCC), if required²¹ Coordinate public information nationally and the monitoring of news, media and the internet Coordinate the deployment and application of national resources, including the National Biosecurity Response Team (NBRT), where necessary
	Clause 12 and Schedule 8	 Coordinate the acquisition or deployment of overseas assistance through implementation of the International Animal Health Emergency Response (IAHER) Agreement where necessary Coordinate the supply of overseas vaccines not covered by vaccine bank arrangements, where required For the avoidance of doubt: 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 if included in an approved EAD Response Plan
Tracing	Clause 7.2 and Schedule 5 Part 1 AUSVETPLAN Control Centres Management Manual	 Manage the tracing of relevant exported agricultural commodities and animals Assist in the management and tracing of imported agricultural commodities and imported animals
International trade negotiations	Clause 7.2 and Schedule 5 Part 1 AUSVETPLAN Control	• Work to maintain market access through the provision of technical briefings and other information to international trading partners and overseas posts

²¹ As described in the Biosecurity Incident Management System (BIMS) section 2.5 for level four (section 2.6.4) and Level five (section 2.6.5) incidents <u>https://www.agriculture.gov.au/biosecurity/partnerships/nbc/nbepeg/bims</u>

EAD Function	EADRA Ref	Normal Commitment
	Centres Management Manual	
Import and export controls	Clause 7.2 and Schedule 5 Part 1 AUSVETPLAN Control Centres Management Manual	 Manage, review and modify, as appropriate, existing import and export controls under relevant legislation to assist with disease control and market access negotiations
Diagnostic services	Clause 7.2 and Schedule 5 Part 1 AUSVETPLAN Laboratory Services Manual	 Maintain diagnostic services to undertake screening and diagnosis of potential EADs or unknown diseases 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 Maintain the capability to activate and oversee large-scale diagnostic services Provide laboratory services that meet relevant national laboratory standards Use nationally standardised diagnostic procedures, where available For the avoidance of doubt: Costs associated with the ongoing delivery of large-scale diagnostic services during the response and proof of freedom phase of an EAD outbreak may be Cost Shared or otherwise recoverable, if they are included in an approved EAD Response Plan
Notifications / reporting / communication	Clause 7.2 and Schedule 5 Part 3 AUSVETPLAN Resource document: Biosecurity	 Prepare and distribute all notifications required to meet Australia's international reporting obligations under treaties, international agreements, EADRA, AUSVETPLAN and Commonwealth legislation Take all reasonable steps to ensure that persons within their jurisdiction advise the Government Party within 24 hours of becoming aware of an incident.

EAD Function	EADRA Ref	Normal Commitment
	Incident Public Information Manual Clause 5.1(a)	
Legislation	Clause 1 B(a) Clause 14 (c) (iii) Clause 27 and Clause 7.2 and Schedule 5 Part 1 AUSVETPLAN Control Centres Management Manual	 Maintain effective legal and legislative arrangements to fulfil the Australian Government's obligations in emergency responses Undertake all Australian Government legislative functions and ensure appropriate legal framework is in place to undertake the Australian Government elements of a response
National Coordination Centre & infrastructure	Clause 7.2 and Schedule 5 Part 1 AUSVETPLAN Control Centres Management Manual	 Maintain the capability to establish a National Coordination Centre (NCC) at short notice in accordance with the AUSVETPLAN Control Centres Management Manual and the Biosecurity Incident Management system (BIMS)²²
		 For the avoidance of doubt: Additional infrastructure may be Cost Shared, if included in an approved EAD Response Plan
Personnel	Clause 9.2 Clause 12.4	 Where possible, make available skilled and trained personnel to conduct diagnostic and response activities and provide advice to CCEAD Allocate trained personnel to key functions and roles at NCC where possible

²² <u>https://www.agriculture.gov.au/biosecurity/partnerships/nbc/nbepeg/bims</u>

EAD Function	EADRA Ref	Normal Commitment
Financial systems	Clause 7.2 and Schedule 5 Part 1 AUSVETPLAN Control Centres Management Manual Clause 11 and Schedule 7 Clause 13 and Schedules 10 and 11 EADRA Reference Document: Business Rules for Accounting and Cost Sharing under the Emergency Animal Disease Response	 Provide staff to establish and operate the NCC until a Response Plan is agreed by NMG Provide representatives (including Chairs) on CCEAD and NMG that have relevant training and are provided and supported for decision-making throughout any EAD response activity Provide representatives to serve on working groups when possible and required (their salary costs would not be eligible for Cost Sharing) If the Australian Government is a Lead Agency, provide trained personnel, where possible, to perform response activities, as required. Have system/s in place for preparation of budgets and capture and reporting of eligible costs related to an EAD response. Oversight of financial management by a management accountant is provided throughout the response. Present monthly claims, to AHA for cost sharing and settlement, in a format as set by the AHA Business rules Maintain appropriate funding arrangements to meet Cost Sharing obligations of the Australian Government and, where needed, to initially meet the Cost Sharing obligations of the Affected Industry(s), when requested Maintain appropriate (levy and other) arrangements to facilitate industries meeting their Cost Sharing obligations, where needed
Information systems	Clause 7.2 and Schedule 5 Part 1 AUSVETPLAN Control Centre Management Manual	 Maintain the ability to establish information management systems consistent with agreed national policy and operational plans Undertake emergency response information management requirements during the Incident Definition Phase
EAD Response Plan	Clauses 7 and 9 and	• Prepare an EAD Response Plan for the Australian Government within a timeframe agreed by CCEAD, if required

EAD Function	EADRA Ref	Normal Commitment
	Schedule 4	• Assist with preparation of EAD Response Plan(s) during the Incident Definition Phase, if required, through the
	Clause 7.2 and	 Coordination of national strategies
	Schedule 5 Part 1	 Provision of strategic analysis for EAD control options
	AUSVETPLAN Control Centres Management	 Provision of technical policy advice and assistance to affected jurisdictions on national and international issues
	Manual	 Develop and regularly review the Australian Government's Incident Management Plan Exercise the Australian Government's Incident Management Plan on a regular basis
Scientific and technical policy	Clauses 7 and 9 And	 Maintain the ability to provide strategic analysis for EAD control options, including their broader and longer-term implications
advice	Schedule 4	• Maintain the ability to provide technical policy advice and assistance to the affected jurisdiction on national and international issues
	Clause 7.2	Maintain the ability to provide epidemiological modelling to support strategic decision making
	And	Maintain the ability to provide scientific and technical policy advice to CCEAD
	Schedule 5 Part 1	
	AUSVETPLAN Control	
	Centre Management Manual	For the avoidance of doubt:
		• Incidental costs for working group participants could be Cost Shared, if included in an agreed EAD Response Plan
Evaluation	Clause 13	Ensure systems and capability are in place to enable audits and reports on progress of the
	and	response (including efficiency and financial audits)
	Schedule 11	
Biosecurity	Clause 14	The Department of Agriculture, Water and the Environment:
		• is the lead agency for the Australian Government's core animal biosecurity business efforts.
		manages quarantine controls at our borders to minimise the risk of exotic pests and diseases
		entering the country.

EAD Function	EADRA Ref	Normal Commitment
		 provides import and export inspection and certification to protect Australia's animal, plant and human health status and wide access to overseas export markets. works closely with other Australian Government agencies to fulfil its biosecurity-related responsibilities.

EADRA: Animal Health Australia Normal Commitments

The Normal Commitments detailed here define obligations and responsibilities under the EADRA that apply to Animal Heath Australia (AHA). AHA will meet its EADRA obligations and responsibilities in a manner appropriate to the organisation.

Animal Health Australia is involved in a number of both core-funded 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 National Biosecurity Response Team (NBRT) 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 NBRT or the activation of vaccine banks – where they are not already covered by existing funding arrangements for these projects – may be eligible for cost-sharing, subject to the agreement of NMG (Clause 10.7).

As is the case for governments and industry Parties, 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, facilitating the participation of industry personnel in a response, appointment of an Efficiency Advocate etc.) may be eligible for cost-sharing by Relevant Parties, subject to the agreement of NMG.

The table includes the following elements:

- **EAD functions** The functions required under the EADRA to prepare for an EAD Incidents.
- **EADRA Ref** relevant EADRA clause or Schedule, EADRA Guidance Documents, EADRA Reference Documents 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 Schedule, EADRA Guidance Document, EADRA Reference Document or AUSVETPLAN should be consulted.

EAD Function	EADRA Reference	'Normal Commitment'
EADRA consultations	Clause 12 and Schedule 8 EADRA Guidance Document: Appointing Industry Personnel in an EAD Response	 Participate (as an observer, and as the Custodian of the EADRA) in meetings of the Consultative Committee on Emergency Animal Diseases (CCEAD) and the National Management Group (NMG) to ensure relevant provisions and processes of the EADRA are considered and applied At the request of the CVO of Affected jurisdictions, facilitate the participation of industry personnel in the development of the initial preparation and subsequent review and updating of the EADRP Facilitate industry representation at CCEAD and NMG meetings, for example by: Maintaining a list of ranked and authorised representatives nominated by all Parties Providing training in the functioning of CCEAD and NMG, in respect of their responsibilities and the principles of EAD responses Facilitate industry persentatives. Facilitate industry participation to perform the function of Liaison – Livestock Industry at SCC and LCC; for example by: Providing training in the function of Liaison – Livestock Industry, in respect of their responsibilities and the principles of EAD responses Mointaining a list of authorised representatives nominated and authorised lindustry Representatives. Facilitate industry participation to perform the function of Liaison – Livestock Industry, in respect of their responsibilities and the principles of EAD responses Maintaining a list of authorised representatives nominated and authorised by Industry Parties Consulting with the Affected Industry Party(s) to identify the appropriate Industry representative Facilitating the completion of a Confidentiality Deed Poll by nominated and authorised Industry Representatives At the request of the CVO of Affected jurisdictions assist and/or facilitate i
Support for Affected Parties	Clauses 9.2 and 12.3, Schedule 4	Provide Members with information relating to relevant training for response personnel

EAD Function	EADRA Reference	'Normal Commitment'
CCEAD, NMG and Liaison training	Clause 12.3	• Provide training for the pool of government and industry Parties that could participate in CCEAD and NMG and those that perform the function of Liaison- Livestock Industry at SCC and LCC, in respect of their responsibilities and the principles of EAD responses
Response planning		 Develop and regularly review AHA's Incident Response Plan Exercise AHA's Incident Management Plan on a regular basis
Personnel	Clauses 9.2 and Schedule 4	 Provide staff to fulfil AHA's EAD response functions until an EADRP, including cost sharing, is agreed by NMG Provide AHA observers to CCEAD and NMG with relevant training and support (as an observer, and as the Custodian of the EADRA)
Communication	Clause 7.2 and Schedule 5 Part 3 AUSVETPLAN Resource document: Biosecurity Incident Public Information Manual	 Prepare and distribute all notifications required to meet AHA's obligations under the EADRA Participate in the Biosecurity National Engagement and Communications Network (NBCEN)
Financial management	Clauses 10, 11 and 13 Schedules 6 and 7 EADRA Reference Document: Business Rules for Accounting and Cost Sharing under the Emergency Animal Disease Response Agreement	 Manage, monitor and administer the application of cost-sharing principles under EADRA Monitor response expenditure and provide early advice to the Affected jurisdiction(s), CCEAD and NMG on the total current expenditures and if expenditure approaches the upper limit and/or the Agreed Limit 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 Maintain appropriate funding arrangements to initially meet costs arising from involvement in an EADRP
Evaluation	Clause 13 and Schedule 11	 Maintain the capability to engage an independent Financial Auditor to conduct an external audit of the financial records of the Lead Agency(s) At the request of NMG, identify, contract and manage an Efficiency Advocate for an EAD response