

EADRA RESOURCE DOCUMENT

Business Rules for Accounting and Cost Sharing under the Emergency Animal Disease Response Agreement

SUMMARY OF GUIDANCE AND RECCOMENDATIONS

1. The *EADRA Resource Document: Business Rules for Accounting and Cost Sharing under the Emergency Animal Disease Response Agreement* is provided to Lead Agencies and other Affected Parties, for use in submitting Claims of Eligible Costs for Cost Sharing under the EADRA.
2. These Business Rules are designed to provide all Relevant Parties with an overview of the role of Animal Health Australia (AHA) and the expectations surrounding the process of submitting, checking, approving and settling Claims under EADRA.
3. These Business rules also provide a template for an expenditure claim form (Appendix 2) and all Affected Parties that have incurred eligible costs under the Deed and seek reimbursement, must do so in this format.

PURPOSE OF THIS DOCUMENT

1. This EADRA Resource Document is provided to signatories of the Emergency Animal Disease Response Agreement¹ (EADRA) to facilitate a common understanding and provide greater clarity on the business rules and Accounting requirements for submitting claims for response costs that are eligible for Cost Sharing under the Emergency Animal Disease Response Agreement (EADRA).
2. This EADRA Resource Document should be read in conjunction with the EADRA. If there is any conflict between the EADRA and this Resource Document, then the provisions of the EADRA will take precedence over the Resource Document.

INTRODUCTION

¹ The legal title is "Government and Livestock Industry Cost Sharing Deed in Respect of Emergency animal Disease Responses"
<https://www.animalhealthaustralia.com.au/what-we-do/emergency-animal-disease/ead-response-agreement/>

3. This EADRA Resource Document is provided to Lead Agencies and other Relevant Parties, for use in submitting Claims of Eligible Costs for Cost Sharing under the EADRA.
4. It is issued pursuant to **Part 2 of Schedule 7** of the EADRA and endorsed by all Signatories to the Deed and may be amended or varied at any time with the agreement of the Parties.
5. Primarily this Resource Document is designed to provide all Affected Parties with an overview of the role of Animal Health Australia (AHA) and the expectations surrounding the process of submitting, checking, approving and settling Claims under EADRA.
6. The following sections of the EADRA are relevant to these business rules:
 - **Clause 10. PRINCIPLES OF COST SHARING**
 - **Clause 11. FUNDING AN EADRP**
 - **Clause 13. ACCOUNTING FOR AN EADRP**
 - **Schedule 6 COST SHARING (Clause 10)**
 - **Schedule 7 FUNDING OF COST SHARING OBLIGATIONS (Clause 11)**
 - **Schedule 10 ACCOUNTING AND REPORTING (Clause 13.2)**
 - **Schedule 11 FINANCIAL AUDITING AND EFFICIENCY ASSESSMENT (Clause 13)**

The current version of the EADRA can be downloaded from the AHA website:

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

7. Other documents that are relevant to Cost Sharing under the EADRA include:
 - *EADRA Guidance Document: Consequential Loss*
 - *EADRA Guidance Document: Interpretation of Compensation and Cost Sharing in the Emergency Animal Disease Response Agreement*
 - *EADRA Guidance Document: Normal Commitments for Parties to the Emergency Animal Disease Response Agreement*
 - *EADRA Guidance Document: Livestock Welfare Management and Compensation Principles for Parties to the Emergency Animal Disease Response Agreement*
 - *EADRA Guidance Document: Consistency in the Calculation of Proportional Cost Shares in the EADRA*
 - *EADRA Guidance Document: Appointment of Industry Personnel in an EAD Response*

These Guidance Documents are available on the AHA website:

<https://www.animalhealthaustralia.com.au/training/emergency-animal-disease-training/guidance-documents/>

8. In this EADRA Resource Document, some text is underlined, italicised or highlighted for emphasis.

BACKGROUND

9. The intent of the Parties in negotiating the EADRA was to provide for arrangements that would facilitate rapid and effective responses to emergency animal disease (EAD) incidents, aimed at their eradication and containment, and to share the costs of these responses (**Clause 1 Recitals**).
10. The Parties had no intention of creating a mechanism that would cover all the costs resulting from a disease outbreak or incursion. Where the National Management Group (NMG) has agreed to an EAD Response Plan (EADRP), including an indicative budget, the EADRA provides for the sharing of eligible costs only, not the total costs of the response.
11. When an EADRP is implemented, each Lead Agency must initially meet its costs arising from its involvement in the EADRP. Costs to be shared are apportioned according to the formulae in the EADRA. Reimbursement of eligible costs occurs on a monthly basis or such other time as agreed to by NMG on submission of claims to, and their verification by, AHA.
12. Eligible costs include additional costs relating to salaries and wages, operating expenses, capital costs and compensation, in accordance with the provisions of the EADRA, including **Schedule 6**.
13. Costs eligible for Cost Sharing are those response costs that are over and above a Lead Agency's Normal Commitments². Cost sharing does not apply to activities that are considered "normal" and that exist for or are required to be carried out as part of a Lead Agency's normal biosecurity and response commitments. These are considered as a baseline above which other costs are to be shared. (**Clause 15**)
14. Further, cost sharing applies only to those eligible direct costs incurred in implementing an EADRP and do not apply to consequential losses³ suffered by an Affected Party, including significant costs incurred by communities and businesses directly or indirectly affected.
15. Incidental or indirect costs with social and economic impacts are outside the scope of the EADRA.
16. In addition, under the Memorandum of Understanding signed by all jurisdictions following the Exercise Minotaur National Foot-and-Mouth Disease exercise⁴ (2002), governments accepted a whole-of-government approach to emergency management. This applies to all agencies and departments for each jurisdiction respectively, including statutory authorities, and wholly owned government business enterprises.

² "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.

³ A working definition for consequential loss as it applies to the EADRA can be found in the *EADRA Guidance Document: Consequential Loss*

⁴<https://ajem.infoservices.com.au/items/AJEM-19-03-18>

17. The subsequent development of an all hazards approach to emergency management in Australia, including biosecurity emergencies such as EADs, confirmed the principle of whole of government approach⁵.
18. The implication of the whole-of-government rule is that all agencies will be subject to the same tests for reimbursement of costs as the lead agencies, including the treatment of Normal Commitments as a baseline that are not eligible for Cost Sharing.
19. Compensation is to be paid to the owner of any livestock or property that is destroyed for the purpose of eradication or prevention of the spread of an EAD. In determining the compensation to be paid, no allowance is to be made for loss of profit, loss occasioned by breach of contract, loss of production or any other consequential loss whatsoever.

Animal Health Australia

February 2020

ATTACHMENTS

Appendix 1: Guidelines for Accounting and Cost Sharing

⁵ <https://www.homeaffairs.gov.au/about-us/our-portfolios/emergency-management/overview>

GUIDELINES FOR ACCOUNTING AND COST SHARING

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- I. Cooperation of the Lead Agencies
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- K. Accounting and Reporting Requirements

A. Definitions (from the EADRA):

- **“Affected Parties”** are those of the Commonwealth, State and Territory Governments and any Industry Parties who are affected by an Incident or an outbreak of an EAD (Clause 2.1 Definitions).
 - These are the :
 - Government Parties who have the EAD present within their borders; and
 - All Industry Parties who produce or harvest livestock that are affected by the EAD.
- **“Relevant Parties”** means, in respect of the taking of a decision or action, the Parties who are affected by the decision or action (Clause 2.1 Definitions).
 - The Commonwealth and State/Territories Governments may not be Affected Parties as some may not actually have the EAD within their borders but because they all have livestock that are potentially susceptible to the EAD, they are all *“Relevant Parties”* as they are directly affected by the decisions and actions related to the EAD.

- All Affected Industry Parties are effectively also Relevant Parties
 - These are the Parties who will ultimately be sharing the costs
 - “Relevant Party” encompasses not only the “Lead Agencies” and “Affected Parties” who may be conducting or participating in the response, but also parties whose only role may be participation in making decisions (consensus) and the final sharing of costs.
- **“Lead Agency(s)”** means the department or agency within the Commonwealth and/or each State(s) or Territory(s) which is responsible for leading the conduct of an EADRP within the Commonwealth and/or a State(s) or Territory(s) in accordance with the procedure set out in **Part A of Schedule 4. (Clause 2.1 Definitions)**.
 - These are the Parties who will generally be incurring the costs and may also be sharing the costs.

B. Role of Animal Health Australia

The role of AHA in the cost sharing process is significantly, but not wholly, outlined in **Part 2 of Schedule 7**. In essence, AHA must initiate the administration of cost sharing by advising Lead Agencies of the need to submit Claims, must collate Claims, maintain records of cost sharing and initiate the settlement process. This is a role that requires frequent communication with Lead Agencies and significant input to the NMG in the form of updates on the progress of Claims, updates on the total costs to date of the particular incident, and other matters at the discretion of the NMG. The role of acting as a “Help Desk” to Lead Agencies in relation to specific questions concerning the eligibility or otherwise of costs for cost sharing is also a role that AHA is well placed to fulfil.

C. Format of Claims

Part 2 of Schedule 7 states (inter alia):

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

AHA has designed a form to be used for all Claims for Cost Sharing under the EADRA. This form takes account of the categorisation of Costs stipulated within various sections of the EADRA and provides a basic template. The current form is at **Appendix 2**. This form may be amended from time to time by AHA.

Lead Agencies should submit sufficient documentary evidence in support of amounts claimed. This may vary depending on the circumstances of the incident, the type of expenditure being incurred, and the type of accounting or financial reporting system being used by the Agency. Generally, it will not be expected that Lead Agencies submit copies of invoices or other primary evidence of

expenditure unless specifically requested by AHA. In most cases, accounting reports extracted from the financial system being used by the Agency, or special purposes reports constructed by the Agency to support the totals being claimed, will be sufficient, provided these show sufficient detail. What constitutes “sufficient detail” will vary from case to case but as a minimum should conform to the information specified in the Claim Form at **Appendix 2**. Lead Agencies are encouraged to contact AHA if they are unsure of this. It is important that the reports/summaries that are provided clearly support the totals in the Claim Form, and that there be a clear audit trail between the Claim Form and supporting schedules or documentation.

Lead Agencies submitting Claims must also bear in mind that they may subsequently be requested by the independent financial auditor to provide more detailed evidence and explanations of expenditure than that being submitted with their Claim Form, including copies of original invoices, expenses, claims and payroll data.

D. Timing and Submission of Claims

Part 2 of Schedule 7 states (inter alia):

*Cost Sharing of eligible costs of each Affected Party incurred in an EADRP, as determined in accordance with **clause 10** and **Part 3 of Schedule 6** will be made on a monthly basis (or such other period as agreed by the NMG).*

The period of one month may be varied at the discretion of the NMG and will depend on the circumstances of the particular outbreak and the relative needs of Affected Parties. In practice, once the timelines are confirmed by the NMG, AHA will establish and distribute a schedule to Lead Agencies showing the deadline dates for which Claims are to be submitted to AHA. Lead Agencies will be expected to comply with this timetable in order for interim settlements to be calculated, verified and approved within the established timeframe.

E. Approval of Claims

The EADRA does not expressly state that Claims must be authorised in any particular way, but the tenor of **Part 2 of Schedule 7** places this responsibility on AHA. Further, **Clause 13.1 (c)** of the EADRA states:

Animal Health Australia will coordinate and collate claims for reimbursement of money spent by any other Party in respect of the EADRP where that other Party has provided such information as required by Animal Health Australia to satisfy it that the money has been spent by that other Party and that it constitutes Shared Costs;

To avoid delays in the final settlement of interim (monthly) Claims, a practice of deducting a standard percentage contingency may be instituted by AHA, with NMG approval. This will enable Claims to be initially scrutinized and checked by AHA, and then immediately approved for interim settlement purposes. Any contingencies withheld at this stage will be subsequently released for payment once audit verification is completed or once the eligibility of any contentious items has been resolved.

F. Payment and Timing of Interim Settlements

In an EAD incident that extends over a period of months, the submission, approval and payment of interim Claims must happen in an orderly and prompt fashion. This will ensure that the cash flow of Lead Agencies is not unduly restricted, and that the financial resources available to deal with the outbreak are maintained.

Part 2 of Schedule 7 states (inter alia):

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

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

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

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

The Affected Party(s) with an amount receivable will invoice the other Affected Parties, with payment terms 30 days from the date of invoice. (See Point 4. Below and the associated footnote).

AHA will maintain records of all the Claims it has received and will be fully conversant with the cost sharing principles being applied to the particular incident and the relative shares to be borne by each Party. It will be important that the timescale for the submission and interim settlement of Claims allows enough time for the following process:

1. examination and preliminary verification of Claims by AHA
2. if approved by NMG, deduction of contingency to be withheld and/or isolation of contentious items
3. collation of Claims
4. calculation of amounts owed/owing by the Affected Parties by/from the Commonwealth (which may be effectively underwriting the funding)⁶
5. communication of the details of the interim settlement to all Affected Parties
6. lead Agencies to prepare and issue the necessary invoices
7. prompt settlement of invoices within 30 day terms
8. communication of interim settlement details to the NMG.

⁶ While **Part 2 of Schedule 7** states that ‘*The Affected Party(s) with an amount receivable will invoice the other Affected Parties, ...*’, this is clearly inefficient. Previous incidents have shown that a more efficient approach is for the Commonwealth to act as a clearing house, and that Lead Agencies/Affected Parties either invoice the Commonwealth or be invoiced by the Commonwealth. In respect of the contribution of Affected Parties representing industry, the Commonwealth may underwrite these obligations as set out in **Part 1 of Schedule 7** and recover the amount from the industry Party(s) through the levy system.

The target will be to have all monthly Claims provided to AHA within 10 working days of the month end and to have Parties issue interim settlement invoices within 12 working days. This provides a “turn around” time for AHA of 2 days. Note that the EADRA requires such invoices to have payment terms *30 days from the date of invoice*. This can of course be varied by NMG to suit the particular circumstances.

G. Identification and Isolation of Contentious Items

Part 3 of Schedule 6 provides broad rules on the type of costs that are eligible for cost sharing. These rules do not cover every type of cost likely to be incurred and cannot be expected to do so. However, they do provide the basis on which the eligibility of most costs can usually be determined.

Additional guidance on the eligibility of response costs can be found in the EADRA Guidance Documents listed in section 5 (Page 2) of this Guidance Document.

An emergency incident under the EADRA is likely to involve the commitment of staff and other resources in an environment where the decision as to the eligibility or otherwise of a particular expenditure for cost sharing may not be the highest priority at the time, and the knowledge of the EADRA possessed by personnel responsible for authorising expenditure may be quite limited or variable. In this environment it is very possible that expenditure could be incurred and included on a Claim under EADRA and the eligibility for Cost Sharing subsequently questioned either by AHA or by the independent financial auditor. AHA may quarantine such items and remove them from a Lead Agency’s Claim, or the contingency deduction (where approved) may be initially deemed adequate to cover the particular item. In such cases, it is proposed that the NMG be requested to establish a “*Claims Subcommittee*” to be convened by AHA to consider the eligibility or otherwise of such expenditure for Cost Sharing, and Affected Parties will be able to submit evidence both in support of or in opposition to the eligibility of these amounts and types of expenditure. Recommendations from this “*Claims Subcommittee*” will be considered and adopted, rejected or amended by the NMG.

H. Contingency Allowances in Interim Settlements

As noted above, AHA will be best able to process and approve Claims for interim settlement in an efficient and timely fashion where it is able to deduct a fixed “contingency” from all Claims where the financial audit of these Claims is yet to be completed. The best way for this to be managed is for AHA to ask NMG to endorse the practice and the quantum% in advance of the first interim settlement. The processing and settlement of Claims will then be seen to be equitable between all Parties. The process will need to be underpinned by an undertaking to release contingencies once Claims have been audited by the financial auditor and there are no unresolved “contentious items”.

I. Cooperation of the Lead Agencies

Lead Agencies submitting Claims under the EADRA will be expected to cooperate in many ways to ensure that the cost sharing process runs smoothly. This will include the following:

- submission of accurate Claims containing only eligible costs in a timely fashion and in the specified format
- provision of supporting documentation and/or explanations in a prompt fashion where requested by AHA
- responding to and cooperating with financial audit personnel in their verification work
- preparing and submitting invoices as requested by AHA in respect of interim settlements.
- processing and paying any settlement invoices within 30 days.

J. Audit of Claims

Clause 13.4 of the EADRA currently states:

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

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

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

The role of AHA will be to assist in the briefing of the auditor and in the coordination of audit visits to the various Lead Agencies, to update the auditor on decisions of the NMG and in particular decisions on the treatment of contentious items, and to assist the auditor in the follow up of specific requests for information or explanations. The Claims submitted by AHA are subject to audit in the same manner as those of Lead Agencies. The auditor will also review the process of collation, calculation and settlement of Claims conducted by AHA.

Part 2 of Schedule 11 describes the matters to be considered by the financial auditor, the information and explanations they are entitled to, and the reporting arrangements.

Within 60 days of the conclusion of the Proof of Freedom phase the financial auditor must submit a final audit report to all Affected Parties and the NMG.

Costs of financial audit will initially be met by AHA and will be eligible for cost sharing.

K. Accounting and Reporting Requirements

Lead Agencies are required under **clause 13.1** of the EADRA to keep accounts in auditable form and to be able to substantiate claims.

Agencies are also required under **Clause 13.2** to provide a report of expenditure to date at each relevant meeting of the CCEAD in the format stipulated under **Schedule 10**. This is then to be forwarded by the CCEAD to the NMG.

In practice, AHA will also be submitting reports to the NMG on:

- the status of the Claims received and paid to date from all Lead Agencies
- the “incident to date” cost totals both for each Agency and on a national basis
- progress towards the “upper limit” set by the NMG
- progress towards the Agreed Limit calculated pursuant to **clause 10.5(a)** of the EADRA
- other financial reports as required by the NMG.

For purposes of reporting and national monitoring, AHA will network with appropriate senior staff from Lead Agencies to ensure that clear reporting channels are established and maintained, and that information being provided is accurate and reliable. Lead Agencies will be expected to cooperate in this process.



GOVERNMENT AND LIVESTOCK INDUSTRY COST SHARING DEED

IN RESPECT OF EMERGENCY ANIMAL DISEASE RESPONSES

EXPENDITURE CLAIM FORM

An Affected Party that has incurred eligible costs under the Deed and seeks reimbursement must do so in this format.

COMPLETED CLAIM FORMS, together with supporting documentation* sufficient to enable verification of claims, should be forwarded at the end of each month or other agreed period to:

Executive Manager Corporate Services

Animal Health Australia

95 Northbourne Avenue

Turner ACT 2612

Tel (02) 6203 3966

Full details on the mechanism for processing of claims and for the determination of amounts receivable or payable is contained in Part 2 Schedule 7 of the Deed Of Agreement.

Please add additional pages if the space provided on the attached schedules is inadequate.

* Animal Health Australia reserves the right to seek additional information as it considers necessary

GOVERNMENT AND LIVESTOCK INDUSTRY COST SHARING DEED

SUMMARY OF EXPENDITURE CLAIM

DISEASE _____ LOCATION _____

DATES OF CLAIM ___/___/___ to ___/___/___

CLAIMANT _____ -

CATEGORY	COST (GST excl)
Salaries and Wages	\$
Operating Costs	\$
Capital Expenditure	\$
Compensation	\$
TOTAL (GST excl.)	\$

Totals above should agree with supporting Schedules

I certify that the details in this claim are true and correct and agree with the accounts maintained pursuant to clause 13.1 of the Government and Industry Cost Sharing Deed of Agreement. All expenditure as detailed is eligible for cost sharing under the Deed and has been incurred directly as a consequence of or pursuant to an Emergency Animal Disease Response Plan endorsed by the Emergency Animal Disease National Management Group (NMG).

_____ / ___ / ___

_____ / ___ / ___

Senior Accounting Officer

Chief Veterinary Officer/Chief Executive Officer

(as applicable)

TOTAL EXPENDITURE (GST excl.)			\$

Less Revenue from Sale of Capital Equipment:	
	\$
NETT TOTAL COST	\$

Notes on Capital Expenditure:

- (a) Capital expenditure on major items such as motor vehicles or buildings will not be eligible for Cost Sharing. The working life of such capital items would normally be expected to extend far beyond any eradication effort funded under the EADRP and there is every possibility they could be utilised in other ongoing programs.
- (b) Essential equipment required for the immediate servicing needs of the EADRP will be eligible for reimbursement.
- (c) At the time the EADRP is completed any capital equipment purchased with funds which have subsequently been subject to Cost Sharing shall be valued at that time and sold within 60 days. The proceeds of any sale, or equivalent valuation, will be distributed to the Parties in the same proportion as contributions actually made by them.

GOVERNMENT AND LIVESTOCK INDUSTRY COST SHARING DEED

EXPENDITURE - OPERATING COSTS

DISEASE _____ LOCATION _____

DATES OF CLAIM ___/___/___ to ___/___/___

CLAIMANT _____

ITEMS				COST (GST excl.)
Type of Expenditure	Date	Invoice or Reference No	Supplier Name	
Accom & Meals				
Group Travel				
Individual Travel				
Contractors & Hire				
Stores & Equipt.				
Laboratory				
Chemicals				

Consumables				
Communications				
Vaccine				
Other Costs				
TOTAL EXPENDITURE (GST excl.)				\$

Less Revenue from Sale of Sale of Stores and Equipment:	
	\$
NETT TOTAL COST	\$

Notes on Operating Expenses

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

GOVERNMENT AND LIVESTOCK INDUSTRY COST SHARING DEED

EXPENDITURE – SALARIES AND WAGES

DISEASE _____ LOCATION _____

DATES OF CLAIM ___/___/___ to ___/___/___

CLAIMANT _____

ITEM	COST
------	------

Salaries and Wages

Allowances

Salaries/Wages On-Costs

Payroll tax	
Workers Compensation	
Superannuation	
Leave	

Overtime

--	--

Private Veterinarians Fees and Allowances

Volunteers, Emergency Services, Defence

TOTAL COST	\$

Notes on Salaries and Wages

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

GOVERNMENT AND LIVESTOCK INDUSTRY COST SHARING DEED

EXPENDITURE – COMPENSATION

DISEASE _____ LOCATION _____

DATES OF CLAIM ___/___/___ to ___/___/___

CLAIMANT: _____

ITEM	COST
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LIVESTOCK DESTROYED

Details	Item Cost	

LIVESTOCK DECEASED

Notes on Compensation

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

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

Additional principals re Compensation payments that are eligible for Cost Sharing

Second valuation or 'Top-up Payment'

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

To whom payable

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

Time limit for applications

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

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

Exclusions

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

Method of valuation

In the case of livestock, the value is based on:

- (a) the date the owner or owner's representative reports the disease or suspicion of disease to an inspector accredited under applicable legislation or a veterinary surgeon; or

- (b) the date of detection of the disease by an inspector accredited under applicable legislation;
or
- (c) the date of imposition of a quarantine order relating to the disease,
whichever is the earlier.

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

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

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

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

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

False statements

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