

Normal Commitments for Parties to the Emergency Plant Pest Response Deed

Document revision history

Version	Date issued	Amendment details	
		Section(s)	Details
draft	dd mm 2014	All	New guideline document incorporating Normal Commitments previously agreed by all Parties.
1.0	2 Sep 2014	-	Presented to Parties for consideration in May and August 2014. Document endorsed.
2.0	3 June 2016	2, 4 and 5	Updated to include PHA normal commitments. Restructure of document to separate Cost Sharing Parties from custodial role Endorsed by Parties at the May 2016 EPPRD meeting.

Contents

1.	Purpose.....	1
2.	Background.....	1
3.	Terms and definitions.....	2
4.	Normal commitments for Cost Sharing Parties.....	2
4.1	Principles for Normal Commitments.....	3
4.2	State and territory government Parties.....	4
4.3	Commonwealth government Party.....	6
4.4	Industry Parties.....	6
5.	Normal Commitments for Plant Health Australia (custodian of the EPPRD).....	12

1. Purpose

The purpose of this document is to outline the agreed Normal Commitments of Parties under the Emergency Plant Pest Response Deed (EPPRD) in support of decision making prior to and during a Cost Shared response.

2. Background

In establishing and signing the EPPRD, Parties agreed that they would “work to determine existing and required resource commitments and to define the costs that a State or Territory considers to be ‘normal’ and which should be considered as a baseline above which other costs are to be shared” (clause 14.1.2). These costs, termed ‘Normal Commitments’ would be considered as baseline and not eligible for Cost Sharing under the EPPRD.

Normal Commitments under the EPPRD were endorsed by Parties to the EPPRD in May 2008 (Industry framework) and May 2012 (state and territory framework). Normal Commitments are yet to be developed for the Australian Government.

3. Terms and definitions

Term	Acronym	Definition
Consultative Committee on Emergency Plant Pests	CCEPP	<i>as defined in the EPPRD</i>
Cost Sharing		<i>as defined in the EPPRD</i>
Emergency Plant Pest	EPP	<i>as defined in the EPPRD</i>
First Contact Functions		Functions and actions carried out by an Affected Party associated with the First Contact Premises of an actual or potential EPP Incident. These activities are Normal Commitments and are conducted so as to provide the CCEPP with sufficient information to initiate formal national response activities.
First Contact Premises		All suspect or known Infected Premises (IPs) as identified up to and including the day of first notification of the EPP Incident to CCEPP, plus any premises known or subsequently found to have direct linkage to those IPs, where that linkage has potential to spread the EPP.
National Emergency Plant Pest Management Group	NMG	<i>as defined in the EPPRD</i>
Normal Commitments		Activities undertaken by EPPRD Parties that are considered by the Parties to be normal, and therefore not eligible for Cost Sharing under a Response Plan.
Project Management Transition		The point at which some Normal Commitments can be Cost Shared as a consequence of emergency response activities transitioning to a longer-term, dedicated eradication program. This can occur at the determination of the NMG.

4. Normal Commitments for Cost Sharing Parties

Normal Commitments of each Cost Sharing Party are determined in part by their different responsibilities and roles under the EPPRD, with each agreed framework containing two elements:

- **Principles** that define the agreed assumptions and basis through which the Normal Commitments of a Party is determined (refer section 2.1).
- A **Normal Commitments benchmark** which define the specific capability and capacity that comprises Normal Commitments, above which would be eligible for Cost Sharing. These define the specific EPPRD functions subject to Normal Commitments and a performance benchmark for delivery of each function. Government and Industry Parties have different Normal Commitments benchmarks.

4.1 Principles for Normal Commitments

The principles for Normal Commitments are identical for both government and Industry Parties and are consistent with those developed for the National Environmental Biosecurity Response Agreement (NEBRA) and the Emergency Animal Disease Response Agreement (EADRA).

(a) Scope of Normal Commitments

The scope of Normal Commitments includes only the capability and capacity necessary to respond to an EPP in a manner and extent consistent with the EPPRD and PLANTPLAN.

It is recognised that Parties have broader responsibilities in plant health separate to the EPPRD 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 EPPRD, regardless of how the obligations are met. Reasonable costs of Response Plan activities that exceed Normal Commitment obligations are eligible for Cost Sharing, regardless of how those activities are undertaken.

(c) Obligation to maintain capability and capacity

EPPRD Parties have an obligation to maintain the capability and capacity to respond to suspect or confirmed EPPs promptly and appropriately.

(d) Response in the national interest

EPPRD Parties must respond to EPP Incidents in the national interest, recognising that state/territory Parties cannot contravene their jurisdictional responsibilities under legislation and the Australian Constitution.

(e) Obligation for personnel to meet EPPRD requirements

EPPRD Parties will act in good faith to ensure their personnel and stakeholders understand and meet their responsibilities under the EPPRD and PLANTPLAN.

(f) Obligation to have access to necessary resources

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

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

(g) Incident Definition Phase

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

Normal Commitments benchmarks will define which activities could be considered for Cost Sharing at different stages. In addition, the use of short term Response Plans to cover early phases of a response (as endorsed by EPPRD Parties in October 2006), are subject to the Normal Commitments benchmark.

(h) Normal Commitments throughout a response

Some Normal Commitment functions will apply through all phases of an EPP response.

Normal Commitments benchmarks will define activities that are Normal Commitments throughout a Response Plan, and therefore not eligible for Cost Sharing.

(i) Transparency to other Parties

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

This is expected to comprise periodic independent assessment and reporting.

4.2 State and territory government Parties

The following table defines state and territory government Party Normal Commitments and includes the following elements:

- **EPP functions** - The functions required to detect and respond to and manage suspected or confirmed EPP Incidents.
- **Base line capacity** - The ability to perform EPP Functions expressed in terms of outputs and outcomes (specifying quantity, quality and duration as appropriate), not how functions are delivered. This is the Normal Commitment for a given EPP function.

Each jurisdiction should ensure their Normal Commitments can be met by identifying arrangements within their jurisdiction to meet the Normal Commitment, and addressing identified gaps.

EPP Functions	Base line capacity
Reporting systems	<ul style="list-style-type: none"> • Awareness programs are in place to promote reporting • Internal systems ensure incidents are reported and promptly communicated to the Chief Plant Health Manager. • Give Formal Notification to the CCEPP within 24 hours of becoming aware of an Incident.
Investigation of suspect or confirmed EPP incidents and activities undertaken during Incident Definition Phase	<ul style="list-style-type: none"> • Maintain and deploy sufficient resources to investigate and contain all suspect or confirmed EPP Incidents commencing on the day of notification to the Chief Plant Health Manager including: <ul style="list-style-type: none"> ○ 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 EPP and the restricted and control areas. ○ Liaison with federal, state, local government, industry and other organisations.
Tracing	<ul style="list-style-type: none"> • Undertake all tracing activities, consistent with the First Contact Function test, to identify movement of plants, plant products, people or any other objects which may cause the spread of the EPP. <p>For the avoidance of doubt:</p> <ul style="list-style-type: none"> • This also applies to tracing activities when new jurisdictions are implicated in an EPP 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 (refer to ISPM 5 Glossary of Phytosanitary Terms and ISPM 6 Guidelines for Surveillance)	<ul style="list-style-type: none"> • Undertake Preliminary Detection Surveys consistent with the First Contact Function test, for all potentially affected areas within confidence limits agreed by CCEPP. These are surveys that aim to determine whether or not the pest is widespread. <p>For the avoidance of doubt:</p> <ul style="list-style-type: none"> • Intensive Pest Detection Surveys and Delimiting Surveys may be Cost Shared when required by the CCEPP and included in the agreed Response Plan. These

EPP Functions	Base line capacity
	<p>are surveys that aim to delimit the extent of the pest to a defined confidence level.</p> <ul style="list-style-type: none"> Surveys undertaken to demonstrate pest freedom in non-risk areas are not eligible for Cost Sharing under a Response Plan. CCEPP will determine which areas are risk and non-risk areas in relation to the EPP Incident.
Quarantine and movement restrictions	<ul style="list-style-type: none"> Maintain the capability and capacity to implement quarantine measures as required under jurisdictional legislation including the ability to declare Pest Quarantine Area zones. Undertake all quarantine activities to contain the EPP within the Pest Quarantine Area, consistent with the First Contact Function test.
Compliance and Enforcement	<ul style="list-style-type: none"> Maintain the capability and capacity to implement compliance and enforcement activities required to contain the EPP. Undertake all compliance and enforcement activities to contain the EPP within the Pest Quarantine Area, consistent with the First Contact Function test.
Diagnostic services	<ul style="list-style-type: none"> Maintain access at all times to diagnostic services to undertake initial screening and/or diagnosis of potential EPP's or unknown pests. Undertake all diagnostic activities consistent with the First Contact Function test, including confirmation diagnosis (i.e. confirmation of a new occurrence of an EPP and independent confirmation as needed). Maintain the capability to activate and oversee large scale diagnostic services for significant industry sectors in the jurisdiction. Laboratory services used are approved to meet national standards as defined in PLANTPLAN where necessary (equipment and facilities) and other relevant national laboratory standards, where necessary. Nationally standardised diagnostic procedures are used where available. Collection and submission of samples to laboratories follows a documented process as described in PLANTPLAN (standard operating procedures <i>Collection and transport of Emergency Plant Pests</i>).
Notifications / communication	<ul style="list-style-type: none"> Prepare and distribute all notifications required under PLANTPLAN, EPPRD and state/territory legislation (e.g. ACPPO, Data sheets, Pest Alert). Prepare and distribute all progress reporting and public communications relating to the EPP Incident until the Project Management Transition (e.g. Incursion Incident Reports, Progress Reports, media releases). Take all reasonable steps to ensure that persons within their jurisdiction (including public and private plant health personnel and public and private laboratories) advise that government Party within 24 hours of becoming aware of an Incident.
Legislation	<ul style="list-style-type: none"> 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 a response.
Control centres and infrastructure	<ul style="list-style-type: none"> Maintain the capability to establish a State Coordination Centre (SCC) and Local Control Centres (LCCs) at short notice, including provision of the physical facility for the duration of the response. Additional infrastructure may be Cost Shared, and this must be outlined in approved Response Plan.
Personnel (Refer to EPPRD Clause 8.2 – National EPP training	<ul style="list-style-type: none"> Skilled and trained personnel are available to conduct field investigations, diagnosis and response activities.

EPP Functions	Base line capacity
<p>program and national data base of accredited personnel) (Refer PLANTPLAN – responsible officer who update list of staff for key positions and provides this to ACPPO).</p>	<ul style="list-style-type: none"> • Key functions and roles at SCC and LCC are allocated to trained personnel, where possible, and a list of personnel is maintained and provided to Plant Health Australia (PHA) for inclusion in the national database. • 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 CCEPP and NMG have relevant training and are provided and supported for decision-making throughout any EPPRD activity. • Representatives provided to serve on a Scientific Advisory Panel (SAP) when possible and required (their salary costs would not be eligible for Cost Sharing).
Chemical use	<ul style="list-style-type: none"> • Chemical Standards Branch (or equivalent) provide training, accreditation, appropriate authorisations, and any other activities as required by relevant state legislation.
Financial systems	<ul style="list-style-type: none"> • Systems are in place for preparation of budgets and capture and reporting of financial information as required by Clauses 10 and 12 of the EPPRD. • Jurisdiction Financial Management Preparedness Plan is in place. • Oversight of financial management by a management accountant is provided throughout the response.
Information systems	<ul style="list-style-type: none"> • Maintain the ability to establish information management systems consistent with agreed national policy and operational plans (e.g. PLANTPLAN, BioSIRT or equivalent). • Undertake emergency response information management requirements consistent with the First Contact Functions test.
EPP Response Plan	<ul style="list-style-type: none"> • Prepare an EPP Response Plan within a timeframe agreed by CCEPP.
Scientific advice	<ul style="list-style-type: none"> • Maintain the ability to obtain scientific advice, assessments of potential impact (including economic and social), epidemiological analysis, and any other technical justification of activities. • Provide scientific advice to the CCEPP. <p>For the avoidance of doubt:</p> <ul style="list-style-type: none"> • Incidental costs for SAP participants could be Cost Shared under an agreed Response Plan.
Evaluation	<ul style="list-style-type: none"> • 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 consistent with PLANTPLAN.

4.3 Commonwealth government Party

(pending development and parties' endorsement)

4.4. Industry Parties

The following table defines the Normal Commitments for Industry Parties and includes the following elements:

- **Responsibility** – Summary of EPPRD responsibility.
- **EPPRD reference** – Relevant clause reference to EPPRD (or PLANTPLAN).
- **Description of responsibility** – Note that this is a summary only. For the full and technically accurate explanation the relevant EPPRD Clause should be consulted.

- **Performance benchmark for Normal Commitment** – The definition of what is to be considered a Normal Commitment (not eligible for Cost Sharing under the EPPRD) and what is above that (eligible for Cost Sharing).
- **Guidelines for implementation** – generic guidelines providing practical suggestions for how this might be implemented by an Industry Party.

Each Industry Party will meet their EPPRD obligations in a way appropriate to their industry. It was proposed that these requirements are implemented via the mechanism of Industry Biosecurity Planning and that an industry should have a standing budget item in their annual business (or R&D investment) plan to meet these commitments.

Responsibility	EPPRD Reference	Description of responsibility	Performance benchmark for Normal Commitment	Guidelines for implementation
Admission of Parties to the EPPRD	Clause 3.2	Existing Parties to vote on the admission of a new Party to the EPPRD within 6 months of that Party's application.	-	-
Rapid reporting of Emergency Plant Pests	Clause 4.1.2	Take reasonable steps to advise industry of the obligation to notify the applicable State or Territory authority within 24 hours of becoming aware of an Incident.	Periodic communications with industry participants on the need to report potential EPP Incidents, and method for reporting.	-
Use of qualified personnel	Clause 8.2 Part 2 of Schedule 4 Clause 11.4.2(b) Schedule 8 Schedule 9	The Parties must <ul style="list-style-type: none"> Wherever possible use people trained / accredited under National EPP Training Program. Take appropriate steps to have personnel trained under that program. Roles include:	Personnel are allocated against EPPRD roles who are: <ul style="list-style-type: none"> Available at short notice. Are suitably skilled and knowledgeable (based on experience and/or training) to understand and perform their designated EPPRD role/s (below). Have completed and be accredited under the National EPP Training Program where possible. AND	-
		<ul style="list-style-type: none"> Industry Liaison Officers (ILO) / Industry Liaison Coordinator/s (ILC) 	<ul style="list-style-type: none"> Have significant knowledge of the affected industry sector or region Are provided throughout the Incident Definition Phase (after this stage ILO/ILC roles or backfilling of their pre-Incident roles could be considered for Cost Sharing) 	-
		<ul style="list-style-type: none"> NMG, CCEPP and Categorisation Group representatives 	<ul style="list-style-type: none"> See also "Participate in consultation and decision-making processes" (below). 	-
		<ul style="list-style-type: none"> Other key groups or individuals likely to be involved 	<ul style="list-style-type: none"> Not specified in EPPRD. Best practice would be to ensure key support or advisory personnel (not otherwise identified) are appropriately skilled and/or knowledgeable for EPPRD functions. 	-

Responsibility	EPPRD Reference	Description of responsibility	Performance benchmark for Normal Commitment	Guidelines for implementation
Participate in consultation and decision-making processes	Clause 11 Clause 11.4 Schedule 8	Annually nominate properly authorised Industry Party Representatives in writing Participate effectively in consultation and decision-making processes	<ul style="list-style-type: none"> All participation in EPPRD decision-making as necessary. Industry organisation has internal systems in place to authorise personnel to act in designated roles. NMG Representative is able to be authorised to commit funding through a Response Plan. Nominations for EPPRD roles are provided to PHA annually. All nominated Representatives have signed a confidentiality deed poll. Arrangements are in place to enable internal communication between Representatives and their organisation and stakeholders. Representatives are available and appropriately briefed for all meetings in which the industry is an Affected Party or Relevant Party. 	<ul style="list-style-type: none"> Advise PHA in October of each year using templates provided. Provide nominees for NMG, CCEPP, Categorisation Group and Industry Liaison Coordinator/Officer roles. If appropriate, provide nominees for SAPs (e.g. for expertise available to the industry). Nominees could be authorised using appropriate delegations for the roles (e.g. a Board delegation to authorise NMG Representative). Best practice would be to have a succession plan for key roles, including backup personnel nominated and available for EPPRD roles specified above.
Ensure personnel participate in accordance with EPPRD terms	Clause 15.1	Parties must ensure their personnel who participate in EPPRD functions do so in accordance with the terms of the EPPRD. This could include establishment of policies and procedures or training among other things.	<ul style="list-style-type: none"> Parties will have appropriate arrangements in place for personnel who may participate in any EPPRD function (as described in this Normal Commitments framework). 	This framework is intended to act as a checklist for EPPRD 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.
Protection of confidential and personal information.	Clause 27 Clause 29	Protection of personal and confidential information	<ul style="list-style-type: none"> Arrangements for personnel and decision making include provisions for protecting confidential and personal information as outlined in the EPPRD. 	-

Responsibility	EPPRD Reference	Description of responsibility	Performance benchmark for Normal Commitment	Guidelines for implementation
Owner Reimbursement Costs (ORC)	Clause 9.2 Schedule 6 (Part 4)	PHA to work with the Parties to define the basis for calculating crop specific ORC.	<ul style="list-style-type: none"> Best practice is to provide information to PHA to ensure ORC arrangements are current. 	EPPRD requires PHA to consult with Parties in developing the guidelines (Part 4, Schedule 6).
Cost Sharing, Funding and Accounting for a Response Plan	Clause 9	Meet initial costs arising from involvement in a Response Plan	<ul style="list-style-type: none"> Maintain sufficient financial capacity to meet costs of involvement in a Response Plan (as described in this framework) by the industry representative body. 	Note that this is not expected to be any significant amount (if at all) in most circumstances, as most costs of a response are operational costs of the Lead Agency.
	Clause 10			
	Clause 12 Schedule 6 Schedule 7	Take steps to ensure that growers meet the Cost Sharing obligations of a Response Plan agreed by NMG	<ul style="list-style-type: none"> Establish a mechanism to enable the Industry Party share of costs to be funded. All steps needed to activate the levy at an appropriate rate are taken when required. 	Usually this involves establishment of a levy set at zero initially. If necessary, the Industry Party will need to take steps to activate the levy at an appropriate rate, and meeting requirements of the Commonwealth for underwriting if this is needed. A contingency fund is one option that could also be considered to increase financial capacity of the industry.
		Ensure accounting systems allow tracking of shared and non-shared costs incurred by the Industry Party as part of the response.	<ul style="list-style-type: none"> Accounting system can track shared and non-shared costs of involvement in an EPP Incident and Response Plan. All costs arising from an implementation of a Response Plan (shared or not) are tracked and accounted for according to EPPRD. 	Financial management system allows participation in an EPP response to be established and tracked as a separate activity.
Commitment to Biosecurity and ongoing risk mitigation	Clause 13	The Parties have committed to ongoing Biosecurity and risk mitigation.	<ul style="list-style-type: none"> Development, implementation and periodic review of risk mitigation activities are ongoing. 	<ul style="list-style-type: none"> Development and implementation of an Industry Biosecurity Plan (IBP). Implement action plans for appropriate elements of an IBP. Review and update IBP at least every three years (by participating in or commissioning IBP reviews).

Responsibility	EPPRD Reference	Description of responsibility	Performance benchmark for Normal Commitment	Guidelines for implementation
				<ul style="list-style-type: none"> • Maintain PHA membership as a contribution towards generic Biosecurity systems development and risk mitigation activities. • Raise awareness of priority pests or other Biosecurity issues. • Increase awareness and use of on-farm Biosecurity practices. • Increasing preparedness for high priority pests through preliminary categorisation and contingency plans.
Industry communications	PLANTPLAN Section 3 and 4	Communicate with the industry as part of implementing the communication strategy in the Response Plan	<ul style="list-style-type: none"> • Maintain the capacity and capability to communicate with the industry. • In an EPP Incident, conduct communications as agreed by CCEPP and NMG through all phases of the response. 	-

5. Normal Commitments for Plant Health Australia (custodian of the EPPRD)

The purpose of this framework is to outline the level of normal company operations ('Normal Commitments') for Plant Health Australia (PHA) in regard to the implementation of a Cost Shared emergency response under the Emergency Plant Pest Response Deed (EPPRD), clarifying what costs incurred by PHA would be funded by all PHA members (through subscriptions) or cost recovered under the Response Plan¹.

The purpose is not to identify every specific activity or action PHA may undertake in the course of responding to an incursion of a suspect Emergency Plant Pest (EPP).

Principles that apply to the PHA Normal Commitments

- **Scope limited to Cost Shared emergency responses under the EPPRD**
The scope of these Normal Commitments for PHA includes only those responsibilities associated with a Cost Shared emergency response under the EPPRD, and excludes all other responsibilities and programs PHA conducts as their normal company operations, including the ongoing maintenance and improvement of the EPPRD which is funded under the *EPPRD Management* and *EPP National Training* programs by all PHA members through subscriptions.
- **Parity between normal company operations and response activities**
Costs associated with EPPRD activities undertaken during the implementation of a Response Plan that are also undertaken as part of normal company operations as custodians of the EPPRD, will be funded by subscription funds and not be sought for Cost Sharing. For example, assisting Parties in the development or review of Owner Reimbursement Costs Evidence Frameworks, or managing the categorisation process.
- **Activities during the Incident Definition Phase**
Activities undertaken by PHA following notification of an incursion of a Plant Pest but prior to the endorsement of a Cost Shared Response Plan (the Incident Definition Phase) are considered normal company operations and are funded through the *Incursion Management* program (subscription funds) of PHA's Annual Operating Plan (AOP).
- **Salary and on-costs for existing PHA staff**
Salary and on-costs (such as superannuation) of existing PHA staff members fulfilling PHA responsibilities under the EPPRD/PLANTPLAN following the implementation of a Response Plan are funded through the *Incursion Management* program (subscription funds). For example, staff time for PHA representatives preparing for or participating on the Consultative Committee on Emergency Plant Pests (CCEPP) or the National Management Group (NMG).
- **Transparency of total PHA costs associated with a specific Response Plan**
Total costs incurred by PHA associated with the implementation of a Response Plan under the EPPRD are tracked and reported to as part of the finalisation of costs incurred by Affected Parties for a Response Plan.
- **Review of PHA's normal commitments**

¹ Clause 9.7.1 specifies that while "PHA is neither a government Party nor an Industry Party, the principles of Cost Sharing will apply to costs incurred by it in respect of a Response Plan which are additional to its ordinary operating costs".

PHA's responsibilities and Normal Commitments are applicable for the current scope of the PHA's responsibilities and strategic direction and will be reviewed by PHA for ongoing appropriateness as required. Changes to the EPPRD, PLANTPLAN or PHA Strategy would trigger such a review.

Normal commitments across key areas of responsibility for PHA

PHA's normal commitments have been consolidated into four key areas of responsibility:

- *Providing support to Affected Parties:* A central part of PHA's role during an incursion as custodian of the EPPRD is to support Affected Parties in implementing the EPPRD/PLANTPLAN and meeting their requirements.
- *Personnel:* Appropriate skilled PHA staff are required (as specified under the EPPRD or PLANTPLAN) or may be asked to participate on committees and working groups formed during a response to an incursion
- *Cost sharing and financial management:* PHA has a number of key roles in the administration and monitoring of financial aspects of a Cost Shared response.
- *Evaluation:* Evaluation activities are an important aspect of any response, enabling Parties to continuously improve the EPPRD/PLANTPLAN and other biosecurity/emergency management related aspects.

Providing support to Affected Parties

- Provide advice on the application of the EPPRD and PLANTPLAN to Affected Parties and where required, facilitate obtaining legal advice on the interpretation of the EPPRD.
- Provide assistance in the development or review of key response documents, such as the Response Plan, CCEPP and NMG papers, and communication material.
- Facilitate access and distribution of existing training material to Affected Parties.

For the avoidance of doubt

Legal fees incurred by PHA in instances where the matter primarily relates to the response, with limited relevance or benefit to non-Affected EPPRD Parties, may be sought for Cost Sharing. Each instance will be considered by PHA regarding the broader benefit to all EPPRD Parties prior to claiming the costs.

EPPRD/PLANTPLAN references

Qualification of personnel (clause 8.2.1)

Personnel

- Provide representatives on the Consultative Committee on Emergency Plant Pests (CCEPP) and National Management Group (NMG) that have relevant training and are provided and supported for through any EPPRD activity.
- Provide a chair and standing member for a Categorisation Group.
- Provide the chair for Scientific Advisory Panels (SAPs).
- Provide representatives to participate on SAPs or other working groups where appropriate.
- Provide a representative for the Biosecurity Incident National Communication Network (NCN).

For the avoidance of doubt

Incidental costs (such as travel costs) for PHA committee representatives incurred as a direct result of the implementation of a Response Plan may be sought for Cost Sharing.

EPPRD/PLANTPLAN references

Personnel (clause 15), NMG (clause 11.1 and part 1 of schedule 8), Categorisation Group (part 4 of schedule 8), CCEPP (clause 11.2 and part 2 of schedule 8), SAP (PLANTPLAN)

Cost sharing and financial management

- Convene, chair, provide secretariat support and manage the process for categorisation where required to meet the requirements of clause 9.3 of the EPPRD.
- Manage the process to determine Funding Weights in consultation with Affected Industry Parties where required to meet the requirements of clause 2.2.4 of schedule 6 of the EPPRD.
- Coordinate the development and review processes for Owner Reimbursement Cost (ORC) Evidence Frameworks where required.
- Provide assistance to the Lead Agency in implementing the ORC frameworks and reviewing individual ORC assessments.
- Coordinate and collate claims for Cost Sharing during the course of a response, including the determination of total and final costs of a response.
- Provide assistance to Industry Parties regarding the establishment of a positive PHA or EPP Response levy.

EPPRD/PLANTPLAN references

Principles of cost sharing (clause 9 and schedule 6), Funding a response plan (clause 10 and schedule 7), Accounting for a response plan (clause 12), ORCs (part 4 of schedule 6 and schedule 17), Categorisation process (clause 7 and part 2 of schedule 3)

Evaluation

- Coordinate and/or conduct EPPRD debriefs consistent with PLANTPLAN and related guidelines.
- Provide support to Relevant Parties to enable Efficiency Audits to be undertaken, including where requested by the NMG, managing the contract(s) for the Efficiency Advocate(s).

EPPRD/PLANTPLAN references

Efficiency audits (clause 12.3 and schedule 11), Debriefs (PLANTPLAN)